

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
DESIGN BUILD DEVELOPMENT GROUP, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 5th day of April 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Design Build Development Group, Inc. (DBDG) hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for project management services on January 1, 2019; and

WHEREAS, the parties wish to amend the Agreement Section 3 Payments and Exhibit B Fee Schedule and terms.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SEVEN MILLION ONE HUNDRED NINETY-NINE THOUSAND DOLLARS AND NO CENTS (\$5,199,000.00). If the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Exhibit B (Dated 12/9/2021) is hereby replaced with the following:

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

In no event shall this agreement exceed **\$7,199,000**. Hourly rates for Contract are as follows:

Name	Role	Total %	2022 Rate	2023 Rate
Daniel Griffiths	Program Manager	100%	\$190.55	\$196.27
Bart Dickson	Program Strategy	75%	\$190.55	\$196.27
TBD	Sr. PM	30%	\$163.77	\$168.68
Rob Benson	Project Executive	100%	\$190.55	\$196.27
TBD	Sr. PM	100%	\$163.77	\$168.68
Laird Bennion	Sr. PM	100%	\$163.77	\$168.68
Amy Allen	Financial PE	100%	\$103.00	\$106.09
Gwen Lusk	Financial PE	100%	\$103.00	\$106.09
Luke Davis	Assistant PM	30%	\$103.00	\$106.09
Cassandra Darley	Assistant PM	60%	\$103.00	\$106.09
TBD	IT Support	100%	\$200.00	\$206.00
This is a 2022 and 2023 forecast				
	FTE	9.0		
2022 Projection	\$3,676,985.78			
2023 Projection	\$1,323,014.22			
Total Projection	\$5,000,000.00			

Work shall be done on a Time and Materials basis. Contractor shall issue separate invoices for each different project. Contractor will invoice County for services provided with detail on dates, hours worked, and a description of work provided by project. Invoices shall be submitted on a monthly basis. Payment by the County shall be made within thirty days of receipt and acceptance.

Reimbursables

Contractor may bill at cost for reimbursement of eligible work-related expenses with receipt. All reimbursable services shall require advanced authorization, in writing. All reimbursables are on an actual-cost basis without mark-up. When invoicing for reimbursable costs, detailed backup shall be provided to the County, including detailed material or equipment fees, receipts, hourly rates, time spent on tasks and a description of the task (“Detailed Backup”).

Travel

Travel time shall not be included in the billable hours. There are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind:

- a. Reimbursable Expenses shall not include Local Travel, see below for definition.
- b. Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by the Firm without mark-up.
- c. "Local Travel" means travel between Firm's offices and San Mateo County, and travel to any location within a fifty-mile radius of either Firm's office or San Mateo County.

Reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, CA), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching www.gsa.gov for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. are reimbursable on an actual-cost basis without mark-up.

If there are no air flights involved, rental cars and pay for rides, where allowed, are reimbursed at the GSA rate from the office or place of ride origin, whichever is less.

- 2. All other terms and conditions of the agreement dated January 1, 2019, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: DESIGN BUILD DEVELOPMENT GROUP, INC.

DocuSigned by: <i>Daniel Griffiths</i>	24-Mar-2022 08:18 PDT	Daniel Griffiths
577818981148448... Contractor Signature	Date	Contractor Name (please print)



For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board