

**AMENDMENT THREE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
GANNETT FLEMING INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Gannett Fleming Inc., 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, on June 6, 2017, under Resolution No. 075248, the parties entered into an Agreement for elevator consulting services at various county facilities; and

WHEREAS, on September 15, 2020, under Resolution No. 077722, the parties amended the agreement to increase the amount by \$200,000 for a new not to exceed amount of \$500,000, and extended the contract term to June 30, 2021; and

WHEREAS, on September 10, 2021, the parties amended the agreement through approval with a three-year waiver extending the contract term to June 30, 2026; and

WHEREAS, the parties wish to amend the Agreement to increase the amount by \$500,000 for a new not to exceed amount of \$1,000,000 with no change in the term.

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 herein 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 One Million Dollars (\$1,000,000).

2. Original Exhibit B is replaced with Revised Exhibit B (rev. 9-29-2022).

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

I. Amount and Method of Payment: County shall pay Contractor within 30 days upon receipt in our Accounting Department, of a written itemized monthly invoice identifying the Agreement number, location of work, specific work completed and breakdown of charges. The approved total **not-to-exceed** amount shall be One Million Dollars **(\$1,000,000)** over the term of this Agreement.

Invoices are to be submitted to:
Department of Public Work-Facilities Projects & Construction
555 County Center 5th Floor
Redwood City, CA 94063

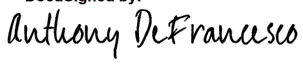
Rates:

President	\$290.46
Vice President	\$250.98
Senior PM	\$152.56
PM	\$126.90
PMA	\$110.26
Design Manager	\$194.58
Designer	\$137.34

3. All other terms and conditions of the agreement dated June 6, 2017, 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: Gannett Fleming Inc.

DocuSigned by:

539E38ED1D1C4DC...
Contractor Signature

10/19/2022 | 12:19 PM EDT Anthony DeFrancesco

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

Exhibit B (rev. 9-29-2022)

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

I. Amount and Method of Payment:

County shall pay Contractor within 30 days upon receipt in our Accounting Department, of a written itemized monthly invoice identifying the Agreement number, location of work, specific work completed and breakdown of charges. The approved total **not-to-exceed** amount shall be One Million Dollars (**\$1,000,000**) over the term of this Agreement.

Invoices are to be submitted to:
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Rates:

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II. Expenses

Reasonable and necessary expenses related to the services performed and actually incurred shall be reimbursed at cost *upon County's review and approval* of submitted expense report and reasonably acceptable backup documentation.

III. Changes in Work

The Director of Public Works or its designated representative may order changes, in writing, to the scope or character of work which are mutually acceptable, either decreasing or increasing the amount and duration of Contractor's services. In the event that such changes are ordered, Contractor shall be entitled to compensation of all work previously directed by County and performed by Contractor prior to receipt of notice of change.