

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
4LEAF, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and 4LEAF, 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, the parties entered into an Agreement for Construction Inspection and Inspector of Record services on July 1, 2014; and

WHEREAS, the parties wish to amend the Agreement to expand the scope of work to include the provision of Inspector of Record services for the Regional Operations Center (ROC) project, extending the end date to March 30, 2018, and adding \$328,520 for a new not-to-exceed amount of \$628,520.

**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 SIX HUNDRED TWENTY EIGHT THOUSAND, FIVE HUNDRED TWENTY DOLLARS (\$628,520).

2. Section 4, "**Term and Termination**", of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2014 through **March 30, 2018**.

This Agreement may be terminated by Contractor, the Director of the Department of Public Works, or his/her designee at any time without a requirement of good cause upon thirty ((30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

**3. Exhibit A is revised to include the following:**

Services will include, but not be limited to, the following:

- Provide Inspector of Record (IOR) services for the ROC (County Emergency Dispatch and Response Center Project.

County will provide:

- Office space in an on-site job trailer, for the IOR, with access to internet and a printer/fax.

Contractor will provide typical tools of the trade, including but not limited to: PPE, cell phone, laptop computer.

**4. Exhibit B is revised such that Section I "Amount and Method of Payment" is amended to read as follows:**

I. Amount and Method of Payment:

County shall pay Contractor within 30 days upon receipt in Department of Public Works' 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 **\$628,520 (SIX HUNDRED TWENTY EIGHT THOUSAND FIVE HUNDRED TWENTY DOLLARS).**

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

Task Description	Principal-in-Charge (\$150/hour)	IOR (\$130/hour)	Cost Per Task
Perform IOR services		2,504	\$325,520
Project Management	15		\$2,250
Reimbursable Costs			\$750
<b>Total</b>			<b>\$328,520</b>

5. All other terms and conditions of the agreement dated July 1, 2014, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
 President  
 Board of Supervisors  
 San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
 Clerk of Said Board

4LEAF, INC.

*Gene Barry*

*[Signature]*  
 \_\_\_\_\_  
 Contractor's Signature

Date: 8/1/16