

**AMENDMENT NO. 11 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
L.D. STROBEL CO., INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and L.D. Strobel Co. 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 the provision and and installation of prefabricated communication shelters, antenna structures, and items related to utility electrical services and security fences at La Honda and Skylawn Memorial Park on August 14, 2012; and

WHEREAS, the parties have executed multiple Amendments to extend the end date and add services by reallocating contingency funds within the Agreement; and

WHEREAS, there have been significant delays in the finalization of the new site location and build out requirements for Skylawn Memorial Park, and additional services are required for the completion of the Agreement; and

WHEREAS, the parties wish to amend the Agreement by \$196,777 for a not to exceed amount of \$830,740, to allow for additional services as required by the site owners at Skylawn Memorial Park, as well as, the demolition of the existing tower at the site.

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

1. Section 3 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". The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Eight Hundred Thirty Thousand Seven Hundred Forty Dollars (\$830,740).

2. Original Exhibit A Table of Description of Contractor provided services/materials is replaced with Revised Exhibit A Table of Description of Contractor provided services/materials (rev. [9/20/16]).

Description of Contractor provided services/materials	La Honda	Skylawn	Skylawn Demo for existing
City Business License	Required	Required	Required
Miscellaneous Construction	Required	Required	Required
CAL OSHA Erection Permit	Required	Required	N/A
Underground Utility	Required	Required	N/A
Testing and Inspections	Required	Required	N/A
Permits	Required	Required	N/A
Trenching	Required	Required	N/A
Front Office Administration	Required	Required	Required
General Conditions	Required	Required	Required
Design (Jeff)	Required	Required	N/A
Survey (Jeff)	N/A	Required	N/A
Deliver and Set Shelter	Required	Required	X Required
Tower	Required	Required	N/A
Tower Erection	Required	Required	N/A
Antenna and Lines System	N/A	Required	N/A
Ice Bridge and Foundation	N/A	Required	N/A
Existing Tower Demolition	N/A	N/A	Required
Miscellaneous Site Demolition	N/A	N/A	Required
Concrete Demolition and Backfill	N/A	N/A	Required
Fence	Required	Required	N/A
Excavate, Grade and Gravel	N/A	Required	N/A
Geo Tech Reports	N/A	Required	N/A
Foundations	Required	Required	N/A
Re-seeding	Required	Required	N/A
Gravel	Required	N/A	N/A
Clean up and Complete	Required	Required	Required
Electrical and Grounding	Required	Required	N/A
Propane Tank	Required	Required	N/A
Additional Services/Materials			
Backfill and Compact	N/A	Required	N/A
Retaining Wall	N/A	Required	N/A
Hydro seed (Normal Seeding Only)	N/A	N/A	Required
Fire Suppression	N/A	Required	N/A
Adjust Tower Pier Depth	N/A	Required	N/A
PG&E Switch Gear to Site Trench Length Adjust	N/A	Required	N/A

3. **Original Exhibit B is replaced with Revised Exhibit B, (rev. [9/20/16]).**

1. REVISED SCHEDULE OF CHARGES

Not to Exceed: \$830,740

Time and Materials for the La Honda site, the demolition of the existing Skylawn site and the build out of the new Skylawn site.

(Includes applicable taxes and contingency for as needed change orders)

The Contractor and County will execute change orders to utilize the Contingency amount in the Revised Schedule of Charges.

The County will submit payment within thirty (30) days of receipt of invoice conditioned upon the approval of work performed during the billing cycle.

Each invoice will include the following:

- Agreement Number
- Purchase Order Number
- Detailed actual services performed, amount billed for the current month, and the amount billed in total
- The net amount for which payment is due
- Any discounts as applicable

4. **All other terms and conditions of the Agreement dated August 14, 2012, between the County and Contractor, as previously amended, 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

L.D. Strobel CO., Inc.



Contractor's Signature

Date: 8/31/14