

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

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and KRJ Design Group, 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 on June 24, 2013, to provide design and space planning services for the term of July 1, 2013 through June 30, 2014, in an amount not to exceed \$25,000; and

WHEREAS, the parties amended the Agreement on June 11, 2014, extending the term of the agreement through June 30, 2015, and increasing the amount by \$25,000, to an amount to the amount not to exceed \$50,000; and

WHEREAS, the parties further amended the Agreement on March 3, 2015, to extend its term through June 30, 2016, increasing the amount by \$50,000, to an amount to the amount not to exceed \$100,000; and

WHEREAS, the parties wish to further amend the agreement to increase the amount payable to the agreement by \$14,000, to an amount not to exceed \$114,000.

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

1. Section 3 of the agreement, **PAYMENTS as amended**, is replaced in its entirety with the following:

1. Payments In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that 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. 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 total payment for services under this Agreement exceed ONE HUNDRED

FOURTEEN THOUSAND DOLLARS (\$114,000).

2. Exhibit A to the Agreement is deleted and replaced in its entirety with revised Exhibit A (rev. 9/28/16), a copy of which is attached to this amendment and incorporated into the Agreement by this reference.

3. A new Section 18 is added to the Agreement to read as follows:

18. Compliance with County Employee Jury Service Ordinance. Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

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4. **All other terms and conditions of the agreement dated June 24, 2013, between the County and Contractor as amended herein 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: KRJ Design Group



Contractor Signature

10/19/16
Date

ANDREA JOHNSON
Contractor Name (please print)

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Exhibit "A" (Rev. 09/28/16)
Agreement No.

Agreement between the County of San Mateo and KRJ Design Group Inc.

I. Description of Services to be Performed by the Contractor

Space planning, workstation evaluation, and design projects for all Divisions of the Health System as authorized by the Chief of the Health System. Tasks and assignments may include:

1. Interviewing staff members in areas concerned with moves to determine needs, preferences, requirements, and compliance with federal, state and local workspace regulations.
2. Providing information and assistance about more efficient ways to use space, ergonomic furnishings, and regulations affecting working space, filing, and storage needs.
3. Preparing preliminary floor plan layouts for review.
4. Coordinating with Public Works and Information Services departments to determine wiring and electrical needs. Field verifying areas affected and including symbols identifying new and existing electrical/computer connections in the floor plans.
5. Reviewing floor plans to include updates and changes and preparing final layouts, indicating panel sizes, electrical/communications symbols, and components required.
6. Assisting in reconfiguration and relocation of existing Pleion workstations and providing advice to use space in the most efficient manner.
7. Proposing additional uses of Pleion workstations in areas where space may be limited.
8. Evaluating existing furnishings to reuse whenever possible and recommending new items needed.
9. Forwarding appropriate information regarding equipment/Pleion/furniture to Corporate Environments or other vendor(s) as designated by County.

II. Amount and Method of Payment

Invoices shall be submitted for a work fee of EIGHTY-FIVE DOLLARS (\$85) per hour for Project Designer and ONE HUNDRED FIFTEEN DOLLARS (\$115) for Principal. Contractor shall indicate on invoices at the end of each project the hours and amount to be charged to each Division within the Health System. The total amount payable under this agreement not to exceed ONE HUNDRED FOURTEEN THOUSAND DOLLARS, (\$114, 000).

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.