

**AMENDMENT THREE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PHd ARCHITECTS**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of ____, 201_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PHd Architects, 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 "on-call" architectural design, engineering and construction administration architectural services on November 17, 2015 through November 16, 2018; and

WHEREAS, the parties wish to amend the term date to a new term of December 31, 2019; and

WHEREAS, the parties now wish to establish PHd Architect as architects of record on various construction projects for the hospital and continue to provide construction administration oversight on the following projects; SMMC Eye Wash, SMMC Sterilizing Shelving Project, 3AB Psychiatric Restroom Improvements and SMMC Digital Radiology and Fluoroscopy project through completion; and

WHEREAS, the parties wish to amend the Agreement to include the 2019 billing rates as presented by the Contractor; and

WHEREAS, exhibit B is now replaced with the new professional rates; and

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

1. 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 November 17, 2015 through December 31, 2019. This Agreement may be terminated by Contractor, the Director of Public Works or his/her designee at any time without a requirement of good cause upon thirty 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 the County and shall be promptly delivered to the County. Upon termination, the 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 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.

Exhibit B - In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor upon receipt in our Accounting Department of a written itemized invoice identifying the task order, County project number (if applicable), specific work completed, number of hours involved and breakdown of charges. The Approved Project total not-to-exceed amount will be stipulated in the task order. Costs for services deemed necessary by the County for completion of the task order shall be authorized in writing prior to proceeding with the work. Billing rates for services provided under this Agreement shall be based upon the Contractor's fee schedule submitted for calendar year 2019 and by reference made a part of this Agreement as **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.

2. All other terms and conditions of the agreement dated November 17, 2015, 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
County of San Mateo

Date: _____

PHd ARCHITECTS



Contractor's Signature

Date: 11/06/18