

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND CORINTHIAN INTERNATIONAL
PARKING SERVICES, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 9th day of April, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Corinthian International Parking Services, 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 assisted stack parking/shuttle services for the San Mateo Health Campus Upgrade Project on November 1, 2018; and

WHEREAS, the parties wish to amend the scope of the Agreement to extend the operating hours of the shuttle services for the San Mateo Health Campus Upgrade Project and to add assisted stack parking services at the County Government Center Parking structure to accommodate additional parking capacity during the County Office Building 3 and Parking Structure 2 construction projects; and

WHEREAS, the parties wish to amend the Agreement to increase the not-to-exceed amount by \$555,061 for a total amount of \$3,043,393.

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:

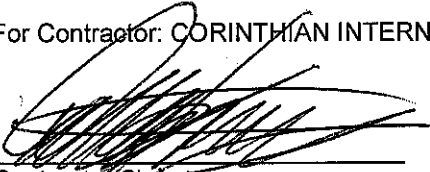
"In no event shall County's total fiscal obligation under this Agreement exceed THREE MILLION FORTY-THREE THOUSAND THREE HUNDRED AND NINETY-THREE DOLLARS AND NO CENTS (\$3,043,393)."

2. Exhibit A (approved with Agreement dated 10/10/2018) is hereby replaced with the attached Exhibit A (dated 4/9/2019).
3. Exhibit B (approved with Agreement dated 10/10/2018) is hereby replaced with the attached Exhibit B (dated 4/9/2019).
4. Exhibit C (approved with Agreement dated 10/10/2018) is hereby replaced with the attached Exhibit C (dated 4/9/2019)

5. All other terms and conditions of the agreement dated October 10, 2018 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: CORINTHIAN INTERNATIONAL PARKING SERVICES, INC.


Contractor Signature

3/27/19
Date

DOUG KNAPP
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A (Revised 4/9/2019 per Amendment #001)

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services

San Mateo Health Campus Upgrade Project Scope of Work:

Assisted stack parking and shuttle services shall include but be not limited to labor, supervision, equipment, materials, and all other items necessary to provide the following scope of work items:

1. Operate a high-quality valet assisted service for parking, delivering and directing vehicles to and from the designated valet greeting area and/or providing shuttle service to transport employees to and from offsite parking locations during facility operational hours.
2. Also included are issuing ticketless chips, securing keys, providing traffic cones/signs, greeting podiums at onsite and offsite locations, other supplies and professional materials incidental to the management and performance assisted parking and shuttle services.
3. Provide, at a minimum, 100 additional onsite spaces through stack parking to accommodate the existing spaces lost due to construction of a new administration building. In addition, manage the offsite parking of 300 spaces at County of San Mateo Event Center.
4. Both assisted stack parking and shuttle services shall start at 7am until 6pm daily Monday through Friday. The wait time for assisted stack parking shall be no more than 5 minutes and the shuttle service shall be less than 10 minutes.
5. Once the parking lot is deemed full and there is no more room for stack parking, the Site manager will send out a mass text message alert to Health System employees who wish to opt in to the daily alert.
6. Three vehicles shall be dedicated to this service. Two 25-person shuttle buses shall be run a set schedule, as described further in Exhibit B, and shall depart every 10 minutes from County Event Center. During the mid-day, a third 9-person shuttle bus shall be run between 10am and 3pm daily Monday through Friday.
7. At least twice daily, all vehicles must be inspected and assured mechanically safe to operate. Any vehicle which doesn't pass the standardized daily pre-trip and post-trip inspection shall be immediately pulled off the road and replaced by a back-up vehicle which shall be parked at the Event Center.
8. At the end of day, any keys of any vehicles still on the premises after valet parking/shuttle hours shall be turned over to campus security. The contractor shall provide details as to the exact location of where the remaining vehicles are located. The owners of these vehicles will pick up their keys at the campus security office.
9. Contractor shall be responsible for parking control and monitoring designated parking areas such as physicians and visitors. In the event of any emergency or if an individual requires assistance, the contractor shall immediately notify County Security. The contractor shall be responsible to report any of these incidents or any violations noted during the performance of his/her duties to onsite County Security. Such incidents shall be also included in the required monthly report.
10. The contractor shall maintain the appearance of the entrance by sweeping the area and keeping it clear of any trash and debris generated by the assisted parking services.

11. The contractor shall terminate immediately any employees, if at the sole discretion of PDU, poses a risk to the health, safety, or security of any employee or individual requiring services and their associated property.
12. The contractor shall designate a supervisor or lead during the entire hours of operation as a representative of the contractor in handling any assisted stack parking concerns and parking incidents. Duties of the supervisor or lead shall include but not limited to customer relations, training and improving all assisted stack parking services and coordinating with PDU.
13. A weekly or monthly report shall be presented to PDU. The report shall include but be not limited to any incidences of accidents or special situations with employees or visitors and incidences in which the assistance of campus security, law enforcement, or emergency services was requested. Failure to provide reports as required could result in delay in payment. The reports must be legible and easy to understand. Reports should be signed by the Supervisor or authorized representative of the contractor.

See more details in the Request For Proposal issued on August 23, 2018.

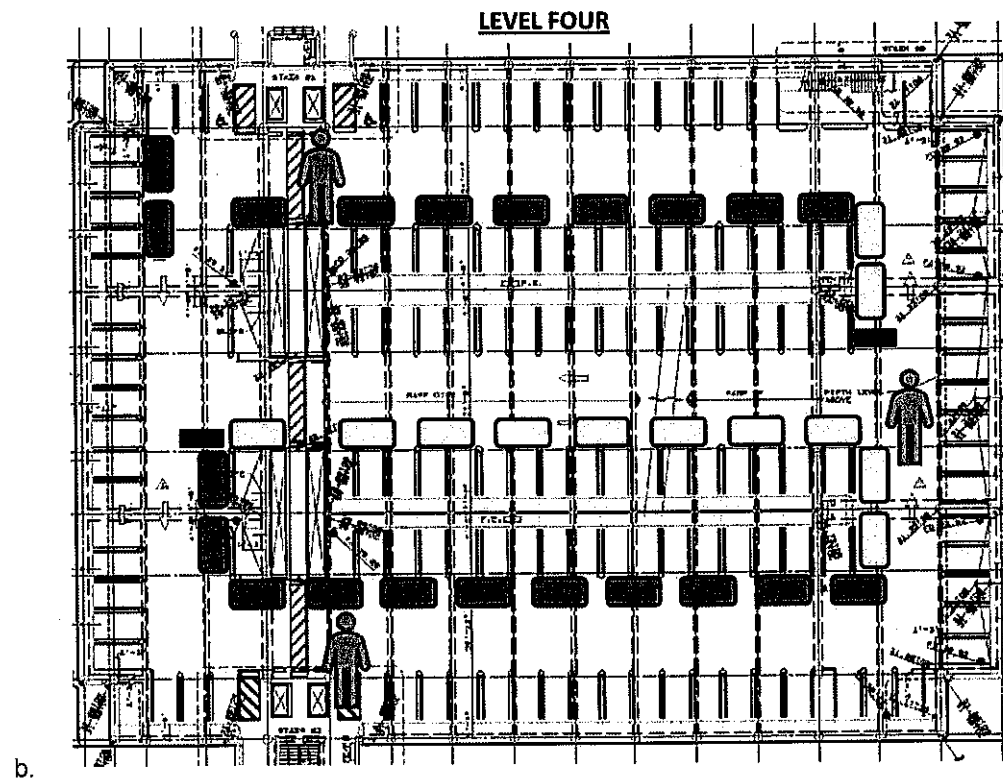
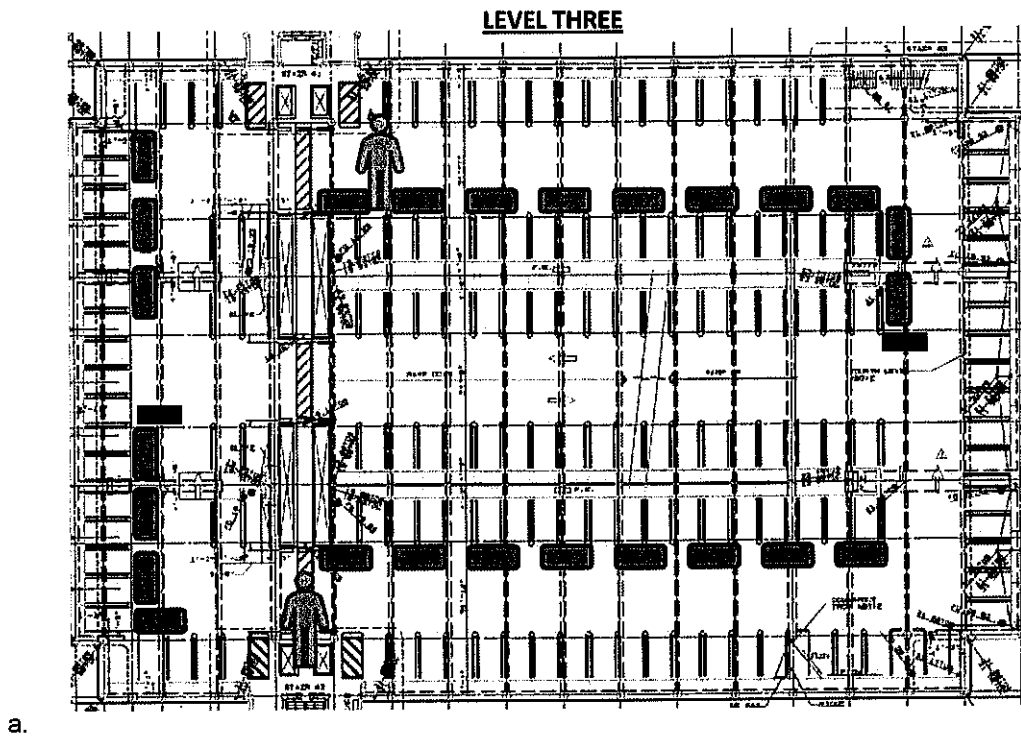
County Government Center Projects Scope of Work:

Assisted stack parking services included in this scope of work are considered "on-call services" to be required at the discretion of the County, with a notice period of 10 calendar days from notice to proceed, to start of services. The Contractor shall abide by the following scope of work provisions throughout the duration of this agreement:

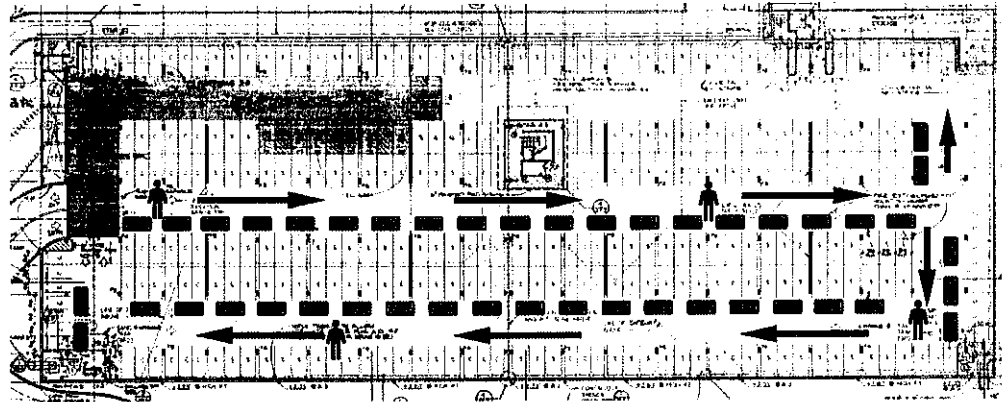
1. Services shall be provided as directed by the County, at the County Government Center Existing Parking Structure facility, as well as the Sequoia Station transit center parking facility, level 1, as indicated in the attached diagrams to this scope of work.
2. When mobilized, services shall include at minimum one site manager and 2 parking attendants per floor of the authorized parking structure(s).
3. In the case that NTP is provided for both the County Gov't Center Existing Parking Garage, and the Sequoia Station Parking Garage, a single Site Manager shall provide shared supervision for both sites concurrently.
4. Services shall include but be not limited to labor, supervision, equipment, materials, and all other items necessary to operate a high-quality assisted stack parking service, delivering and directing vehicles to and from the designated greeting area during facility operational hours.
5. Also included are issuing ticketless chips, securing keys, providing traffic cones/signs, greeting podiums, and other supplies and professional materials incidental to the management and performance assisted parking services.
6. At the County Government Center Existing Parking Structure, provide up to 57 additional onsite spaces through assisted stack parking services during construction of the County Office Building 3 and Parking Structure 2 buildings.
7. At the Sequoia Station Transit Center Parking Garage, Level 1, provide up to 44 additional spaces through assisted stack parking services during construction of the County Office Building 3 and Parking Structure 2 buildings.
8. Assisted stack parking services shall operate from 7am until 6pm daily Monday through Friday. The wait time for assisted stack parking shall be no more than 5 minutes on entry and exit procedures.
9. Once the parking lot is deemed full and there is no more room for stack parking, the Site manager will post clear signage at the parking structure entry driveways to inform users of no capacity, until such time that additional capacity is confirmed and signage is to be removed.
10. At the end of day, any keys of any vehicles still on the premises after valet parking hours shall be turned over to County Government Center security. The contractor shall provide details as to the exact location and license plate of where the remaining vehicles are located. The owners of these vehicles will pick up their keys at the campus security office.
11. Contractor shall be responsible for parking control and monitoring designated parking areas to ensure that reserved parking spaces are maintained for their intended use.
12. In the event of any emergency or if an individual requires assistance, the contractor shall immediately notify County Security, or call 9-1-1 if it is a life threatening or medical emergency. The contractor shall be responsible to report any of these incidents or any violations noted during the performance of his/her duties to onsite County Security. Such incidents shall be also included in the required monthly report.
13. The contractor shall maintain the appearance of the entrance by sweeping the area and keeping it clear of any trash and debris generated by the assisted parking services.

14. The contractor shall terminate immediately any employees, if at the sole discretion of PDU, poses a risk to the health, safety, or security of any employee or individual requiring services and their associated property.
15. The contractor shall designate a supervisor or lead during the entire hours of operation as a representative of the contractor in handling any assisted stack parking concerns and parking incidents. Duties of the supervisor or lead shall include but not limited to customer relations, training and improving all assisted stack parking services and coordinating with PDU.
16. A weekly or monthly report shall be presented to PDU. The report shall include but be not limited to any incidences of accidents or special situations with employees or visitors and incidences in which the assistance of campus security, law enforcement, or emergency services was requested. Failure to provide reports as required could result in delay in payment. The reports must be legible and easy to understand. Reports should be signed by the Supervisor or authorized representative of the contractor.

17. County Parking Structure Assisted Stack Parking Proposed Layout:



18. Sequoia Station Transit Center Parking Garage Assisted Stack Parking Proposed Layout:



a.

Exhibit B (Revised 4/9/2019 per Amendment #001)

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

San Mateo County Health Campus Upgrade Project:

The original rate table for shuttle bus services is effective for 14 operating days in the month of November 2018, after which the revised rate table copied below is in effect for the remainder of the duration of the Agreement. All other rates remain unchanged and shall follow the updated complete rate schedule below.

Original Rate Schedule (Effective for first 14 days of November 2018 only)

	#	hrs/day	\$/hour	\$/month	\$/year
Shuttle Buses (AM/PM)	2	12	\$87.15	\$21,961.80	\$263,541.60

Revised Rate Schedule (Effective for Agreement duration, except as noted above):



Corinthian
Ground Transportation Services

Stack Parking Service Plan Option #2

	#	hrs./day	\$/hour	\$/month	\$/year
Site Manager	1	8	\$35.02	\$5,883.36	\$70,600.32
Parking Attendants	4	50	\$28.17	\$29,578.50	\$354,942.00
					<u>\$425,542.32</u>

Shuttle Service

	#	hrs./day	\$/hour	\$/month	\$/year
Shuttle Buses (AM/PM)	2	14.66	\$89.37	\$27,513.45	\$330,161.38
Shuttle Van (mid-day)	1	5	\$76.75	\$8,058.75	\$96,705.00
					<u>\$426,866.38</u>

Shuttle Service (possibly needed during 2019 construction)

	#	hrs./day	\$/hour	\$/month	\$/year
Shuttle Buses (AM/PM)	2	12	\$87.15	\$21,961.80	\$263,541.60
Shuttle Van (mid-day)	1	11	\$57.85	\$13,363.35	\$160,360.20
					<u>\$423,901.80</u>

Lump Sum Costs (2018 - 2021)

	Yearly	Monthly
Lump Sum	\$852,408.70	\$71,034.06
Lump Sum (contingency pricing during construction)		\$70,787.01

i. The number of shuttle buses and drivers, and hours with rates for each team



Shuttle Bus #1

Service Hours: 5:50AM – 10:10AM & 3:00PM – 6:10PM



Shuttle Bus #2

Service Hours: 6:40AM – 10:00:AM & 3:10PM – 7:00PM



Shuttle Van

Service Hours: 10:00AM – 3:00PM

	#	hrs./day	\$/hour	\$/month	\$/year
Shuttle Buses (AM/PM)	2	14.66	\$89.37	\$27,513.45	\$330,161.38
Shuttle Van (mid-day)	1	5	\$76.75	\$8,058.75	\$96,705.00
					\$426,866.38

Valet and Shuttle Costs are 'all-inclusive' and include, but are not limited to:

- Payroll
- Payroll Taxes
- Worker's Compensation
- Liability Insurance
- Scheduling
- Training
- Benefits for Full-time employees
- Shuttle Bus and Van Maintenance
- Claims
- Daily Text Message Alerts to employees when the parking lot is full
- Digital Ticketless Valet System
- Employee Express Check-in
- One Shuttle Shelter at Hospital
- Management and Communication
- Customizable Monthly Reports
- Consulting
- CGTS Uniforms
- Vehicle Signage
- Parking Signage
- Fuel
- Shuttle Bus and Van Cleaning
- Shuttle GPS Tracking for Employees
- Monthly Surveys
- Real-Time Usage Reports
- Valet Podiums and Key Boxes

Note: Construction Contingency Rate for 12hr duration service is to accommodate the potential additional on-call shuttles which may be required due to increasing route length as a result if imminent CalTrain Station construction. This impact is currently scheduled for Summer 2019 based on available information from the CalTrain construction update website.

Fee Calculation:

The total contract duration is estimated to be 38 months, from November 2018 through December 2021.

The total costs for services performed in November (14 days at original rates plus 5 days at revised shuttle rates/hours) totals \$51,741.77.

The calculated remaining fee for the additional thirty-seven (37) months is \$71,034.06/mo X 37 months for a total of \$2,680,002.

To accommodate the potential increased route length while maintaining the required 10min shuttle schedule, as well as to provide for the potential for required rate increases or additional premium time or staff support to complete the required scope of work, an Owner-controlled allowance is included in the amount of \$105,975. This Owner Allowance is only billable following written authorization from Owner Authorized Representative

November 2018:	\$51,741.77
Remaining Duration:	\$2,680,002.00
Owner Allowance:	<u>\$105,975.23</u>
San Mateo Health Campus Fee Subtotal:	\$2,837,719.00

County Government Center Projects (County Office Building 3 and Parking Structure 2):
The stack parking valet services will be charged at the following rate schedule, anticipated work hours, and construction duration:

Rate Schedule:

<u>Classification</u>	<u>Rate/Hr</u>	<u>Hours/Day</u>	<u>Days/Mo</u>	<u>Cost/Month</u>
Site Manager	\$35.02	8	21	\$5,883.36
Parking Attendants	\$28.17	8	21	\$4,732.56

Work Hours:

Site Manager or designate shall be on-site continuously between the hours of 7:00am through 6:00pm Monday through Friday, except County and National Holidays. Contractor to ensure that competent person is on-site at all times that Site Manager is not present. If Parking Attendant is designated as Site Manager for a period of time that Site Manager is off-site, the Parking Attendant billable rate still applies.

Contract Duration:

Stack Parking services are anticipated to begin in May 2019 and continue for an 18-month duration through October 2020. Actual start and termination of work and staffing requirements to be at the sole discretion of County and to be confirmed in writing from County prior to start of work and subject to the County's ability to terminate services at will.

Fee Calculation:

In no circumstance shall the total cost of services exceed the amount of \$205,674 without a prior approved amendment modifying the value of this agreement.

All fees billed shall be based upon actual costs for work performed at the agreed upon rate schedule included above.

Grand Total Fee Amount:

San Mateo Health Campus Upgrade Project:	\$2,837,719.00
County Government Center Projects:	<u>\$205,674.00</u>
Agreement Total per Amendment 001:	\$3,043,393.00

Payments All payments will be invoiced at the end of each month, and due and payable to Contractor within thirty (30) days of receipt on acceptable invoices by County. Payments shall be based upon the percentage of work completed to date including materials stored and work performed on. County and contractor shall agree a "Schedule of Values" on which the relative percent complete will be determined.

All invoices for San Mateo Health Campus fees shall be provided under separate cover for invoices related to the County Government Center projects, and shall cumulatively document the total approved fee amounts indicated above, the billed to date, paid to date, and remaining billable amounts updated per each invoice.

All San Mateo Health Campus Invoices shall reference Project #PDP04.

All County Government Center Invoices shall reference Project #P27P1.

All approved fee amounts included are considered Not-To-Exceed values and are not guaranteed to Contractor until such time that approved invoices confirm the value of work performed in accordance with approved rate scheduled included herein.

All unused fee and allowance amounts shall be returned to Owner upon contract close-out.

Disputed Payments If County disputes any invoice, or part thereof, or any supporting documentation related thereto, County shall approve full payment to Contractor less any portions of the invoice amount in dispute. County shall further provide to Contractor a written explanation of the basis for the dispute and the amount being withheld related to the dispute, no later than the due date for such invoice, and the dispute resolution provisions of Section 15 shall apply. If any amount disputed by County is finally determined to be due to Contractor, either by agreement between the Parties, which shall be reduced to a dated writing, or as a result of dispute resolution pursuant to Section 16, such amount shall be deemed approved by County and immediately due and payable.

San Mateo County Health Off-Site Employee Shuttle Schedule

AM DEPARTURE: 1346 San Mateo Dr. San Mateo								
5:50 AM	6:15 AM	6:50 AM	6:40 AM	7:10AM	7:00 AM	7:30AM	7:20 AM	7:50AM
7:40 AM	8:00 AM	8:10 AM	8:20 AM	8:30 AM	8:40 AM	8:50 AM	9:00 AM	9:10 AM
9:20 AM	9:30 AM	9:40 AM	9:50 AM	10:00 AM				

AM DEPARTURE: 222 W 39th Ave. San Mateo								
6:00 AM	6:25 AM	7:00 AM	6:50 AM	7:20AM	7:10 AM	7:40AM	7:30 AM	8:00 AM
7:50 AM	8:10 AM	8:20 AM	8:30 AM	8:40 AM	8:50 AM	9:00 AM	9:10 AM	9:20 AM
9:30 AM	9:40 AM	9:50 AM	10:00 AM					

Mid-day On-Demand Shuttle								
10:00AM - 3:00PM								
408-594-1053								

PM DEPARTURE: 222 W. 39th Ave. San Mateo								
3:00 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	3:50 PM	4:00 PM	4:10 PM	4:20 PM
4:30 PM	4:40 PM	4:50 PM	5:00 PM	5:10 PM	5:20 PM	5:30 PM	5:40 PM	5:50 PM
6:00 PM	6:10 PM	6:30 PM	6:50 AM	7:10 PM				

PM DEPARTURE: 1346 San Mateo Dr. San Mateo								
3:10 PM	3:20 PM	3:30 PM	3:40 PM	3:50 PM	4:00 PM	4:10 PM	4:20 PM	4:30 PM
4:40 PM	4:50 PM	5:00 PM	5:10 PM	5:20 PM	5:30 AM	5:40 PM	5:50 PM	6:00 PM
6:20 PM	6:40 PM	7:00 PM						

Shuttle #1 Red
Shuttle #2 Black

Questions, please contact Shuttle Hotline 650-781-5044

TRACK YOUR SHUTTLE: Tripshot App