

**AMENDMENT THREE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SMITH-KARNG ARCHITECTURE**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2019____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Smith-Karng Architecture, 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, under Resolution #075083 the parties entered into an Agreement for “on-call” architectural design, engineering and construction administration services on March 14, 2017 through March 13, 2020; and

WHEREAS, on March 19, 2019, the Director of Public Works, and his designee, authorized Amendment No. 1 to the Agreement with Smith-Karng Architecture to increase the amount by \$25,000 to \$325,000; and

WHEREAS, the parties now wish to amend the Agreement to increase the total fiscal obligation of the agreement by \$300,000 for a new not-to-exceed amount of \$625,000, and extend the term end date to March 12, 2023.

WHEREAS, the parties will utilize the updated billing rates as presented by the Contractor for the duration of the new term.

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 \$625,000 (six hundred twenty-five thousand dollars). In the even 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 or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Section 4. Term, 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 March 14, 2017 through March 12, 2023.

3. Exhibit B, of the agreement is amended to read as follows:

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 proceed 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 the 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.

All services to be billed on a time and material basis, in accordance with billing rates attached herein. Any modifications to the billing rates schedule shall be provided to the County 60 days prior to implementation and approved by the County in advance of billing any changes in rates.

Reimbursement Requirements:

All reimbursements are on an actual cost basis without mark-up. When invoicing for reimbursement costs, detailed back up shall be provided to the County, including detailed material or equipment fees, receipts, hourly rates, time spent on the tasks, and a description of the task ("Detailed Backup"). Use of subconsultants, with required advanced authorization in writing, must also be provided in the "Detail Backup" of invoicing services rendered.

Office overhead is deemed to have been included in the billing rates provided herein within the classifications of the professional rate schedule and cannot be billed separately or additionally. Overhead includes, but is not limited to, accounting functions, office functions, certified payroll compliance, office equipment, phone calls, postage, maintaining books and records, filing, word processing, dictation, office overhead, etc.

Deliverables as specified in the released task orders (scope of work) in hardcopies or electronically are not reimbursable (reports, photos, drawings, etc.), except when additional hardcopies are requested or required.

Travel Costs:

There are general guidelines regarding reimbursement rates the Department will apply.

The following restrictions should be followed:


- a. Reimbursable expenses shall not include Local Travel, see below for definition.
- b. Travel expenses beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government.

“Local Travel” means travel between a firm’s offices and San Mateo County, and travel to any project location within a fifty-mile radius of either the Firm’s office or (San Mateo County), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at www.gsa.gov for the term ‘CONUS’); airline and car rental travel expenses (“Air & Car Expense”) are also limited to the listed prices on the website of the U.S. General Services Administration (available online at www.gsa.gov for the term ‘CONUS’). Air travel expenses are limited to coach fares and car rental rates are restricted to the mid-level size range or below. Taxi fares, Uber, parking costs, train or subway costs, etc., are reimbursable on an actual cost basis without mark-up and accompanied by a receipt. If there are no air flights involved, rental cars and pay for rides, where allowed are reimbursed at the GSA rate or actual fare costs, whichever is less with receipt.

- 4. All other terms and conditions of the Agreement dated March 14, 2017, between the County and Contractor shall remain in full force and effect.**

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor: Smith-Karng Architecture


Contractor Signature _____ 12/13/2019 _____
Date
Madelyn McClellan _____
Contractor Name (please print)

For County:

Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

Date

James C. Porter

Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Director of Public Works

Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo