

**AMENDMENT ONE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ARSENIO ORTEGA, P.E.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2019____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Arsenio Ortega, 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 #075200 the parties entered into an Agreement for “on-call” electrical engineering services on May 16, 2017 for the term of three years from March 1, 2017 through February 29, 2020; and

WHEREAS, the parties 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 \$600,000, and extend the term end date to February 28, 2023.

WHEREAS, the parties will utilize the updated billing rates as presented by the Contractor, effective January 2020, 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 \$600,000 (six hundred thousand dollars). 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 or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. 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 March 1, 2017 through February 28, 2023.

3. Exhibit B. Amount and Method of Payment of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule in Exhibit C-Billing Rates (Effective January 2020), subject to the following conditions:

I. Amount and Method of Payment:

County shall pay Contractor within 30 days upon receipt in our Accounting Department, of a written itemized monthly invoice identifying the Agreement number, location, of work, specific work completed and breakdown of charges. The approved total **not-to-exceed** amount shall be Six Hundred Thousand Dollars (\$600,000) over the six year term of this agreement.

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 May 16, 2017, 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: **Arsenio Ortega, P.E.**


Contractor Signature

2019-12-03
Date

Arsenio F. Ortega
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board