AMENDMENT ONE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
RATCLIFF

THIS AMENDMENT TO THE AGREEMENT, entered into this_____day of _____, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and <u>RATCLIFF</u>, hereinafter called "Contractor";

W I T N E S S E T H

WHEREAS, pursuant to the 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 No. 077031(e) the parties entered into an agreement for "on-call" architectural design, engineering, and construction administration services on October 8, 2019 through October 7, 2022; and

WHEREAS, under Resolution No. _____ the parties amended the agreement to extend the term to October 7, 2024, and authorized the Director of Public Works, and/or his designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than $210,000 (in aggregate) and modify the contract term or services so long as the modified term or services are within the current or revised fiscal provisions; and

WHEREAS, under Amendment One the parties amended the term date to a new term date of October 7, 2024; and

WHEREAS, under Amendment One the parties agree to amend the agreement to add an additional $210,000 for a new maximum fiscal obligation not to exceed $810,000.

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

1. Section #3 – <u>Payments</u>;
   In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement 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 <u>Eight Hundred Ten</u>

Thousand Dollars, ($810,000). 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. Exhibit B: Amount and Method of Payment: In consideration of the above services provided by Contractor, 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 $810,000 (Eight Hundred Ten Thousand Dollars) as per the Agreement up to October 7, 2024.

All other terms and conditions of the original agreement dated, October 22, 2019, 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: _____ Resolution No. _____
        Director of Public Works
        County of San Mateo

Date: _____

RATCLIFF:

 Dan Wetherell, Principal   January 7, 2021   Kay Taylor Ford, Principal January 7, 2021
Contractor's Signature & Title

Date: _____

RATCLIFF

5856 Doyle Street
Emeryville CA 94608
Tel 510 899 6400
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STANDARD BILLING RATES 2021

RATCLIFF	
Principal	$275
Associate Principal	$235
Senior Project Architect/Design/Manager	$175 - $205
Project Architect/ Designer/Manager	$145- $160
Intermediate Architect/Designer	$130- $135
Designer	$110- $120
Project Administrator	$90
CAD Drafter	$90
Intern	$80

GAYNER ENGINEERS	
Principal	$225
Senior Engineer	$210
Engineer II	$190
Engineer I	$160
Designer II / BIM	$140
Designer I	$125
Draftsperson (AutoCAD)	$105

BUEHLER	
Senior Principal	$240
Principal	$215
Senior Professional	$185
Professional	$160
Senior Technician	$135
Technician	$115
Clerical	$95

To cover administrative and processing expenses, we generally charge a 5-10% markup on reimbursable expenses and consultants