

**FIRST AMENDMENT TO AGREEMENT NO. 39000-23-R079608F
BETWEEN THE COUNTY OF SAN MATEO AND
BRAGATO PAVING CO., INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this 23rd day of January, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Bragato Paving Co., 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, as authorized by County Board Resolution No. 079608, on or about May 23, 2023, the Parties entered into Agreement No. 39000-23-R0079608F (the "Agreement") by which Contractor agreed to provide on-call earthwork, grading, and paving services for County Parks Department projects, for the initial term of May 23, 2023 to May 22, 2026, in an amount not to exceed \$300,000; and

WHEREAS, to facilitate the completion of additional projects, the Parties desire to amend the Agreement to increase the County's fiscal obligation under this agreement by \$300,000, for a new total amount not-to-exceed \$600,000.

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 in this Agreement and in Exhibit A, County shall make payments to the 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 fiscal obligation under this Agreement exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000). 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. The second paragraph of Section 3 (Amount and Method of Payment) of Exhibit B to the Agreement is amended to read as follows:

In any event, the total payment for services of Contractor shall not exceed \$600,000, and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable. No individual task order will

exceed \$60,000, inclusive of labor and materials, for work performed on a public works project.

3. **All other terms and conditions of the Agreement dated May 23, 2023, except as amended by this First Amendment to the Agreement, 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:

<u>Gary Dwyer, Pres.</u>	<u>12-15-23</u>	<u>Larry Bragato</u>
Contractor Signature	Date	Contractor Name (please print)

For County:

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

Date

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

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