

**AMENDMENT FOUR TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CAPITAL PROGRAM MANAGEMENT, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 25th day of February 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Capital Program Management, 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 on-call construction management services on January 4, 2022; and

WHEREAS, the parties amended the Agreement to clarify Exhibit B maximum billable hours in a week (effective May 2023) and clarify travel reimbursement; and

WHEREAS, the parties amended the Agreement to increase the fiscal obligation by \$350,000, Resolution No. 080566, for a new not to exceed contract value of \$750,000; and

WHEREAS, the parties amended the Agreement to add the emergency services of onsite ecological monitoring biologist in the amount of \$19,000 for the period of December 1, 2024, through January 31, 2025, for the amount of \$19,000; and

WHEREAS, the parties wish to amend the Agreement to increase the fiscal obligation by \$390,000, for continued construction project management services for a new not to exceed contract value of \$1,159,000, and the extension of term end date through January 30, 2026.

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 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 ONE MILLION ONE HUNDRED FIFTY-NINE DOLLARS AND NO CENTS (\$1,159,000.00). 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** 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 January 4, 2022, through January 30, 2026.

3. Additional scope added to Section **Exhibit A** of the agreement to read as follows:

4. Increase Staffing to Provide Fulltime On-Site Coverage:

- a. Additional construction oversight.
- b. County of San Mateo and the City of Half Moon Bay has requested Contractor to increase on-site presence for full time coverage.


5. Procurement Services – Biologist:

- a. Requires additional biologist oversight coordination.
- b. Additional time to accommodate the modifications requested by the City of Half Moon Bay for the Biological mitigation measures.
- c. Upon request and approval from the County, emergency and temporary biological monitoring shall be provided by the Contractor and/or subcontractor (Sunset Environmental).

4. **All other terms and conditions of the agreement dated 01/04/2022, 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: Capital Program Management, Inc.

<small>DocuSigned by:</small>  <small>7923A5EC697F4DD...</small>	Jan-31-2025 08:52 PST	Mike Wassermann
Contractor Signature	Date	Contractor Name (please print)



For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board