

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO AND
LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT (the “Second Amendment”), entered into this _____, 2019, by and between the HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO, hereinafter called "HACSM," and Langan Engineering and Environmental Services, Inc., hereinafter called "Contractor" (collectively, the “Parties”);

W I T N E S S E T H:

WHEREAS, the Parties entered into an agreement for indoor air and sub-slab sampling at Midway Village (the “Agreement”) on April 22, 2019 for a term of February 20, 2019 through February 20, 2020 and for a total not-to exceed amount of \$69,900; and

WHEREAS, on August 14, 2019, the Parties executed an amendment to the Agreement to modify the scope and budget to include additional indoor air and sub-slab sampling, and to increase the total not-to-exceed amount of the Agreement by \$30,000, for a new total not-to-exceed amount of \$99,900; and

WHEREAS, the Parties now seek to further amend the Agreement to extend the term of the Agreement through June 30, 2020, modify the scope of services and budget, as amended, to include additional indoor air and sub-slab sampling and ground water sampling, and increase the total not-to-exceed amount of the Agreement by \$149,800, for a new total not-to-exceed amount of \$249,700.

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, HACSM shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. HACSM reserves the right to withhold payment if HACSM determines that the quantity or quality of the work performed is unacceptable. In no event shall HACSM’s total fiscal obligation under this Agreement exceed Two Hundred Forty-Nine Thousand Seven Hundred (\$249,700). In the even that HACSM makes any advance payments, Contract agrees to refund any amounts in excess of the amount owed by HACSM 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 extended through June 30, 2020.

This Agreement may be terminated by Contractor, the HACSM Executive Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the HACSM and shall be promptly delivered to HACSM. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the services completed to the services required by the Agreement.

- 3. Exhibit A:** Exhibit A to the Agreement, as amended, will be replaced in its entirety with Exhibit A attached to this second amendment to the Agreement (“Second Amendment”).
- 4. Exhibit B:** Exhibit B to the Agreement, as amended, will be replaced in its entirety with Exhibit B attached to this Second Amendment.

All other terms and conditions of the Agreement dated February 20, 2019, as amended, between HACSM and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have affixed their hands.

HOUSING AUTHORITY OF THE
COUNTY OF SAN MATEO

Ken Cole, Executive Director

Date

LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

Peter Cusack, Vice President

Date