

**SECOND AMENDMENT TO AGREEMENT NO. 39000-19-R076576E  
BETWEEN THE COUNTY OF SAN MATEO AND  
CAPITAL PROGRAM MANAGEMENT, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this 9th day of November, 2021, is by and between the County of San Mateo, a political subdivision of the State of California, hereinafter called "County," and Capital Program Management, Inc., hereinafter called ("CPM" or "Contractor"). When referenced together hereinafter, the entities are collectively referred to as "Parties".

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 Board Resolution No. 76576, on or about April 23, 2019, the Parties entered into Agreement No. 39000-19-R076576E (the "Agreement") whereby Contractor agreed to provide on-call construction management services to County throughout the San Mateo County Parks system; and

WHEREAS, in order to advance critical projects including the construction management of the Memorial Park Wastewater Collection System Project and the new Quarry Park Pump Track Project, on August 4, 2021, the Department—acting within its powers as authorized by Board Resolution No. 076576—and CPM executed a First Amendment to the Agreement to increase the Agreement's contract amount by \$25,000, to a new not-to-exceed amount of \$625,000; and

WHEREAS, to ensure timely and efficient completion of current construction projects, the San Mateo County Parks Department requested, and the Contractor agreed, to again amend the Agreement to increase the contract amount by \$200,000, in a new total amount not-to-exceed \$825,000, with all other terms of the Agreement remain unchanged.

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

1. Section 3 ("Payments") of the Agreement as amended is again amended to read as follows:

*In no event, shall the compensation paid to Contractor by County under this Agreement exceed the amount of \$825,000 (EIGHT HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS) unless approved by the Director of Parks pursuant to a written amendment or supplemental agreement.*

2. The second full paragraph of Exhibit "B" to the Agreement as amended is again amended to read as follows:

*In any event, the total payment for services of Contractor shall not exceed \$825,000, 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.*

3. **All other terms and conditions of the Agreement between the County and Contractor dated April 23, 2019, as amended by the First Amendment to the Agreement and this Second Amendment to the Agreement, 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.**

Mike Wassermann  
Contractor Signature

10/15/21  
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