

**SECOND AMENDMENT TO AGREEMENT 39000-23-R079477K
BETWEEN THE COUNTY OF SAN MATEO AND
NINYO & MOORE**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this 19th day of November, 2024, is by and between the COUNTY OF SAN MATEO (“County”) and Ninyo & Moore (“Contractor”) (collectively, the "Parties", each individually a “Party”).

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. 079477, on or about March 14, 2023, the Parties entered into Agreement No. 39000-23-R079477K (the “Agreement”) by which Contractor agreed to provide on-call geotechnical engineering services for County Parks Department projects, for the initial term of March 14, 2023 to March 13, 2026, in an amount not to exceed \$300,000; and

WHEREAS, consistent with the authority granted to the Parks Department by the County’s Board of Supervisors through Board Resolution No. 079477, on or about October 10, 2024 the Parties entered into the First Amendment to the Agreement to increase the maximum compensation payable by County to Contractor by \$25,000, to a new not to exceed amount of \$325,000; and

WHEREAS, to facilitate the completion of additional projects, the Parties desire to amend the Agreement to increase the County’s maximum fiscal obligation under the Agreement by \$475,000, for a new total amount not-to-exceed \$800,000.

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 EIGHT HUNDRED THOUSAND DOLLARS (\$800,000). 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 \$800,000, 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. **Except as amended by the First Amendment to the Agreement or this Second Amendment to the Agreement, all other terms and conditions of the Agreement dated March 14, 2023, 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: [NINYO & MOORE]

Marlene
Watson
Contractor Signature

Digitally signed by Marlene
Watson
Date: 2024.11.01 08:57:11
-07'00'

11/1/2024
Date

Marlene Watson
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