

**FIRST AMENDMENT TO AGREEMENT NO. 39000-23-R079608I
BETWEEN THE COUNTY OF SAN MATEO AND
BAY AREA TREE SPECIALISTS**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this 19th day of November, 2024, is by and between the COUNTY OF SAN MATEO ("County") and Bay Area Tree Specialists ("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. 079608, on or about May 23, 2023, the Parties entered into Agreement No. 39000-23-R0079608I (the "Agreement") by which Contractor agreed to provide on-call tree removal and limbing services, and on-call vegetation management services for County Parks Department projects, for the initial term of May 23, 2023 to May 22, 2026, in an amount not to exceed \$2,000,000; 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 \$1,000,000, for a new total amount not-to-exceed \$3,000,000.

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 THREE MILLION DOLLARS (\$3,000,000). 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:

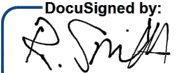
In any event, the total payment for services of Contractor shall not exceed \$3,000,000,

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. Except as amended by this First Amendment to the Agreement, all other terms and conditions of the Agreement dated May 23, 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: [BAY AREA TREE SPECIALISTS]

	11/06/2024	Richard Smith
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)



For County:

COUNTY OF SAN MATEO

Resolution No. 080762(a)

By:
President, Board of Supervisors, San Mateo County

Date: November 19, 2024

ATTEST:

By:
Clerk of Said Board