

AMENDMENT NO. TWO TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND FREYER & LAURETA, INC. FOR ON-CALL ENGINEERING AND PROFESSIONAL SERVICES

THIS AMENDMENT TO THE AGREEMENT, dated November 13, 2018 by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FREYER & LAURETA, INC., hereinafter called "Consultant," and, is entered into this _____ day of December _____, 2021.

W I T N E S S E T H:

WHEREAS, the County and Consultant entered into an Agreement for on-call engineering and professional services on November 13, 2018; and

WHEREAS, the County and Consultant entered into Amendment No. ONE to extend the Agreement term to November 12, 2023; and

WHEREAS, the County and Consultant wish to amend the Agreement by increasing the not-to-exceed amount by \$500,000 to \$1,000,000; and

WHEREAS, Amendment No. TWO to the Agreement will allow the Department to utilize the Consultant for design, construction management and other on-call engineering services on current and future projects on an as-needed basis as requested by the County through the duration of the Agreement.

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

1. Section 3 "Payment", 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 Dollars (\$1,000,000). 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 not-to-exceed amount as stated in Exhibit "B" of the original Agreement shall be amended to be \$1,000,000.
3. All other terms and conditions of the Agreement dated November 13, 2018, between the County and Consultant shall remain in full force and effect.

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors,
County of San Mateo

Date: _____

ATTEST:

By: _____
Clerk of Said Board

FREYER & LAURETA, INC.

DocuSigned by:

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Consultant's Signature

11/17/2021 | 8:03 AM PST
Date: _____