

**THIRD AMENDMENT TO AGREEMENT NO. 39000-19-D054
BETWEEN THE COUNTY OF SAN MATEO AND BEEBE'S WATER SYSTEMS, INC. TO AUTHORIZE
MODIFICATIONS TO THE AGREEMENT**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this 11th day of January, 2022, is by and between the County of San Mateo, a political subdivision of the State of California, hereinafter called "County," and Beebe's Water Systems, Inc., hereinafter called "Contractor" or "BWS". 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, on January 23, 2019, the County Parks Department ("Department") executed a funding agreement with Beebe's Water Systems, Inc., to evaluate the Memorial Park water treatment plant and to provide suggestions on improving an aging and insufficient water filtration system, for the term of January 23, 2019, through January 22, 2020, in an amount not to exceed \$70,000; and

WHEREAS, the Contractor recommended modifications to the Memorial Park Water Treatment Plant's multi-barrier water filtration system along with the required maintenance to ensure that the water treatment plant continues to perform effectively and efficiently while also allowing the Department to reach a more autonomous system; and

WHEREAS, the above-referenced modifications in the design included changes to the engineering, plans, drawings and specifications; the installation of new hardware; and proper calibrations of critical components in the water filtration system so as to yield fewer erroneous false-negative results, strengthen an insufficient disinfection position, and improve data accuracy; and

WHEREAS, on or about July 9, 2019, the Department with the authorization of Board Resolution No. 076800, entered into the First Amendment to the Agreement to: (1) add the following services to the Agreement's scope of work: (a) preparation of the engineering plans, drawings, and specifications for a new water filtration system at Memorial Park; (b) installation of hardware and proper calibration of critical components in the water filtration system in order for the system to yield fewer erroneous false negative results; (c) strengthening an insufficient disinfection system, and improving data accuracy for recordkeeping and reporting; (2) increase the contract amount by \$130,000 to an amount not-to-exceed \$200,000; and (5) extend the terms of the Agreement to June 30, 2021; and

WHEREAS, on or about June 30, 2021, under the authority granted through Board Resolution No. 076800, the Department and BWS executed a Second Amendment to the Agreement to extend the term of the Agreement through January 22, 2022;

WHEREAS, to continue to operate and provide clean portable water for park visitors at Memorial Park through the maintenance of the multi-barrier water filtration system at the Memorial Park Water Treatment Plant and new Memorial Park Water Treatment Plant, the Department recommends that this Board enter into another amendment to the Agreement: (1) to use Measure K funding to increase the contract amount by \$81,454 to a new not-to-exceed amount of \$281,454; and (2) to extend the term of the Agreement through June 30, 2024; and

WHEREAS, this Board has been presented with a form of such amendment to the Agreement (the "Third Amendment to the Agreement"), has examined and approved it as to both form and content, and desires to enter into it.

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

1. Section III ("Term") of the Agreement, as amended, is amended to read as follows:

Subject to compliance with all terms and conditions, the Term of this Agreement shall be from January 23, 2019, through June 30, 2024.

2. Section XV of the Agreement, as amended, is replaced in its entirety as follows:

In no event, shall the compensation paid to Contractor by County under this Agreement exceed the amount of \$281,454 (TWO HUNDRED EIGHTY-ONE THOUSAND FOUR HUNDRED AND FIFTY-FOUR DOLLARS) unless approved by the Director of Parks pursuant to a written amendment or supplement agreement.

3. The second full paragraph of Section II (Amount and Method of Payment) of Exhibit "A" ("Scope of Work") to the Agreement, as amended, is amended to read as follows:

In any event, the total payment of services of Contractor shall not exceed \$281,454, and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of work performed is unacceptable.

4. **All other terms and conditions of the Agreement between the County and Contractor dated January 23, 2019, as amended by the First Amendment to the Agreement, the Second Amendment to the Agreement, and this Third 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: [BEEBE'S WATER SYSTEMS, INC.]



Contractor Signature

12/06/2021

Date

Chris Beebe

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