

AMENDMENT NO. THREE TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND WOODARD & CURRAN 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 WOODARD & CURRAN, hereinafter called "Consultant," and, is entered into this _____ day of September, 2022.

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 entered into Amendment No. TWO to increase the not-to-exceed amount by \$2,000,000 to \$2,500,000; and

WHEREAS, the County and Consultant wish to amend the Agreement by increasing the not-to-exceed amount by \$1,400,000 to \$3,900,000; and

WHEREAS, Amendment No. THREE to the Agreement will designate the \$1,400,000 allocation in American Rescue Plan Act (ARPA) funds for the North Fair Oaks Sewer Infrastructure Plan as supplemental funding to Consultant's work in completing the Fair Oaks Sewer Maintenance District Master Plan update.

WHEREAS, the Fair Oaks Sewer Maintenance District Master Plan update is a necessary investment in infrastructure that is (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise and (2) a cost-effective means for meeting that need, taking into account available alternatives. The District's Master Plan update will ensure that the District will be able to provide cost-effective and appropriate levels of service to the entire District for the duration of supplemented Master Plan's time frame.

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

1. 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 THREE Million NINE Hundred Thousand Dollars (\$3,900,000). 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 \$3,900,000.

- 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

WOODARD & CURRAN

DocuSigned by:
David L. Richardson
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 Consultant's Signature

9/7/2022 | 9:06 AM PDT
 Date: _____