

AMENDMENT NO. ONE TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BIOLOGICAL MONITORING AND ASSESSMENT SPECIALISTS, INC. FOR ON-CALL ENGINEERING AND PROFESSIONAL SERVICES

THIS AMENDMENT TO THE AGREEMENT, dated November 17, 2015 by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BIOLOGICAL MONITORING AND ASSESSMENT SPECIALISTS, INC., hereinafter called "Consultant," and, is entered into this _____ day of _____, 2018.

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 17, 2015; and

WHEREAS, the County and Consultant wish to amend the Agreement by increasing the not-to-exceed amount by \$200,000.00 to \$600,000.00 and extending the term from November 16, 2018 to November 16, 2020; and

WHEREAS, Amendment No. One to the Agreement will allow for additional on-call biological monitoring services for upcoming County projects on an as-needed basis and 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 "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 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 Six Hundred Thousand Dollars (\$600,000). 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.

2. Section 4 "Term", of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 17, 2015, through November 16, 2020.

3. The not-to-exceed amount as stated in Exhibit "B" of the original Agreement shall be amended to be \$600,000.
4. All other terms and conditions of the Agreement dated November 17, 2015, 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

Biological Monitoring and Assessment Specialists, Inc.



Consultant's Signature

Date: 11-6-18