

**THIRD AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
SHERWOOD DESIGN ENGINEERS (FORMERLY FALL CREEK ENGINEERING,  
INC.)**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this 5th day of May, 2020, is by and between the County of San Mateo, hereinafter called "County," and Sherwood Design Engineers, hereinafter called "Contractor" (County and Contractor are referred to collectively herein as the "Parties");

WITNESSETH:

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 or about February 26, 2019 the Parties entered into an Agreement for On-Call Civil Engineering Services (the "Agreement") for various County Parks Department projects, with a term running from February 26, 2019, through February 25, 2022; and

WHEREAS, the Parties amended the Agreement on or about February 26, 2019 (the "First Amendment to the Agreement"), to align the dates of service to March 1, 2019, through February 28, 2022, and to replace the first paragraph of Section II (Amount and Method of Payment) of Exhibit A with added clarification of the invoice process; and

WHEREAS, consistent with the authority granted to the Parks Department by the County's Board of Supervisors through Board Resolution No. 076458A (February 26, 2019), the Parties executed another amendment to the Agreement on February 13, 2020 (the "Second Amendment to the Agreement") whereby the Parties increased the maximum compensation paid by County to Contractor under the Agreement by \$25,000, to a not-to-exceed total contract amount of \$325,000; and

WHEREAS, the Parties now wish to again to amend the Agreement to increase the maximum compensation paid by County to Contractor by \$200,000, to a not-to-exceed total contract amount of \$525,000, in order to have funding available to assist County with future on-call project requests.

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

1. Section XV of the Agreement, as amended by the First Amendment to the Agreement and the Second Amendment to the Agreement, is replaced in its entirety with the following:

In no event, shall the compensation paid to Contractor by County under this Agreement

exceed the amount of \$525,000 (FIVE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS) unless approved by the Director of Parks pursuant to a written amendment or supplemental agreement.

2. The second paragraph of Section II (Amount and Method of Payment) of Exhibit A of the Agreement, as amended by the First Amendment to the Agreement and the Second Amendment to the Agreement, is replaced with the following:

In any event, the total payment for services of Contractor shall not exceed \$525,000, and the County shall have the right to withhold payment if the County determines the quantity and/or quality of the work performed is unacceptable.

3. **All other terms and conditions of the Agreement between the County and Contractor dated February 26, 2019, as amended by the First Amendment to the Agreement and the Second 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: [SHERWOOD DESIGN ENGINEERS]

  
Contractor Signature

2/25/20  
Date

JAMES H. DAWSON CFO  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board