

**AMENDMENT NO. ONE TO AGREEMENT BETWEEN THE COUNTY OF SAN
MATEO AND TOWILL, INC. FOR ON-CALL ENGINEERING AND PROFESSIONAL
SERVICES**

THIS AMENDMENT TO THE AGREEMENT, dated October 23, 2018 by and between the COUNTY OF SAN MATEO, hereinafter called "County," and TOWILL, INC., hereinafter called "Consultant," and, is entered into this ____ day of October, 2020.

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 October 23, 2018; and

WHEREAS, the County and Consultant wish to amend the Agreement by increasing the not-to-exceed amount by \$500,000.00 to \$1,000,000.00; and

WHEREAS, Amendment No. One to the Agreement will allow for additional on-call surveying services and interim County Surveyor responsibilities and duties 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 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 or 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 October 23, 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

Towill, Inc.

DocuSigned by:
Aaron Badavinae
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Consultant's Signature

10/6/2020 | 9:32 AM PDT
Date: _____