

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

1. Section 3 - Payments is amended and restated in its entirety 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 and One Hundred Sixty-Eight Thousand Dollars [\$1,168,000] 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. Section 4 - Term is amended and restated in its entirety to read as follows:
Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 1, 2020 through September 30, 2021.
3. All other terms and conditions of Agreement No. 80511-FY20-D130 dated November 10, 2020, Amendment One dated December 18, 2020, Amendment Two dated January 13, 2021, Amendment Three dated February 18, 2021 between the County and Contractor shall remain in full force and effect.
4. This Amendment, constitutes the entire understanding of the parties hereto with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Amendment shall not be effective unless set forth in writing and executed by both parties.

In witness of and in agreement with this Amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor

DocuSigned by:



Contractor Signature

4/16/2021

Date

Sam Shihadeh

Contractor Name (please print)

COUNTY OF SAN MATEO

County Signature

Date

County Name, Title (please print)