

AMENDMENT NO. TWO TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CAL ENGINEERING & GEOLOGY

THIS AMENDMENT TO THE AGREEMENT, dated October 23, 2018 by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Cal Engineering & Geology hereinafter called "Contractor," and, is entered into this ___ day of _____, 2021.

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement for the purpose of providing engineering and other related professional and technical services on October 23, 2018, as authorized by County of San Mateo Board of Supervisors (Board) Resolution No. 076242n; and

WHEREAS, the Director of Public Works executed Amendment No. One to the Agreement on March 19, 2021, which increased the Agreement not-to-exceed amount by \$25,000 to \$525,000, as authorized by Resolution No. 076242n; and

WHEREAS, the County and Contractor wish to extend the term through January 31, 2022 and increase the Agreement amount by \$290,786 to \$815,786; and

WHEREAS, Amendment No. Two to the Agreement will provide additional design engineering, bid support, and construction administration support services through the end of construction for the Scenic Drive Repair and Reconstruction Project and Higgins Canyon Road Slipout Project.

**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. The County reserves the right to withhold payment if the 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 Eight Hundred Fifteen Thousand Seven Hundred Eighty-Six and No/100 Dollars (\$815,786). 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 work not performed as required by this agreement.

2. The not-to-exceed amount as stated in Exhibit “B” of the Agreement shall be amended to be \$815,786.
3. 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 October 23, 2018, through January 31, 2022.
4. All other terms and conditions of the Agreement dated October 23, 2018, between the County and Contractor 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

Cal Engineering & Geology



Contractor's Signature

Date: May 27, 2021