

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CROSBY GROUP**

**THIS AMENDMENT TO THE AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Crosby Group, hereinafter called "Contractor";

**W I T N E S S E T H:**

**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**, the parties entered into an Agreement for Structural Professional Consulting services; and

**WHEREAS**, the parties wish to amend the Agreement to increase the County's maximum fiscal obligation by \$300,000, for a new agreement total not to exceed \$600,000, and extend the agreement term to June 30, 2012.

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

**1. Section 3 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 herein 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 the County's total fiscal obligation under this Agreement exceed Six Hundred Thousand Dollars, \$600,000

**2. Section 3 of Exhibit "B" of the Agreement is Amended to Read as follows:**

The total not-to-exceed amount for this Agreement shall be \$600,000 unless said amount is authorized to be increased by the County Board of Supervisors.

Specific projects that may be assigned to the Contractor shall have individual not-to-exceed amounts as stated in the proposal/task order. The sum of individual proposal/task order not-to-exceed amounts shall not exceed the total amount as stated in the proposal/task order. The sum of individual proposal/task order not-to-exceed fees for multiple projects that may be assigned to the Contractor shall not exceed the total \$600,000 not-to-exceed amount for this Agreement without prior written approval by the County Board of Supervisors.

**3. Section 4 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 July 1, 2008 through June 30, 2012.

This Agreement may be terminated by Contractor, the Director of Public Works or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

- 4. All Other Terms and Conditions of the Agreement Dated the 22nd day of July 2008, 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: \_\_\_\_\_  
Richard S. Gordon, President  
Board of Supervisors  
San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
David S. Boesch, Clerk of Said Board

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_