

**AMENDMENT NO. FIVE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
AECOM TECHNICAL SERVICES, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ___ day of _____, 20___, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and AECOM, Technical Services, Inc., 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 on May 19, 2015 for engineering and other professional and technical services, in an amount of \$1,729,061, for the term of May 19, 2015 through May 18, 2018; and

WHEREAS, the Director of Public Works approved Amendment No. One to the Agreement, which extended the term through June 30, 2019 with no change to the Agreement amount; and

WHEREAS, the Director of Public Works approved Amendment No. Two to the Agreement, which extended the term through December 31, 2022 with no change to the Agreement amount; and

WHEREAS, on October 22, 2019, the Board of Supervisors approved Amendment No. Three to the Agreement to increase the Agreement amount by \$342,498 to \$2,071,559; and

WHEREAS, on October 22, 2021, the Board of Supervisors approved Amendment No. Four to the Agreement to increase the Agreement amount by \$236,625 to \$2,308,184; and

WHEREAS, the parties wish to amend the Agreement to extend the term through March 31, 2024 and increase the Agreement amount by \$228,000 to \$2,536,184.

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 herein and in Exhibit A, County shall make payment to the Contractor based on the rates and in the manner specified in Exhibit E, Contractor Budget and Fees for Amendment No. Five attached hereto and made part of Amendment No. Five. 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 Two Million Five Hundred Thirty-Six Thousand One Hundred Eighty-Four and No/Dollars (\$2,536,184).

2. Section 4 "Term and Termination", 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 May 19, 2015 through March 31, 2024.

This Agreement may be terminated by Contractor, the Director of Public Works or the Director's 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.

3. All other terms and conditions of the Agreement dated May 19, 2015 between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands.

For Consultant: AECOM TECHNICAL SERVICES, Inc.

Syed
Kazmi

Digitally signed by Syed Kazmi
DN: cn=Syed Kazmi, c=US,
o=AECOM,
email=syed.kazmi@aecom.com
Reason: I have reviewed this document
Date: 2023.02.27 11:16:49 -08'00'

2/27/2023

Syed Kazmi

Consultant Signature

Date

Consultant Name (please print)

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board