

**AMENDMENT NO. ONE 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 for construction management services on November 17, 2015; and

WHEREAS, the parties wish to amend the Agreement to add \$1,296,775 for a new not-to-exceed amount of \$3,527,233.

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

1. Section 3, paragraph 1 of the Agreement is amended to read as follows:

In consideration of the services provided by the 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 A, and as incorporated herein by reference. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is nonconforming to customary standard of care and the requirements defined under the scope of work. In no event shall County's total fiscal obligation under the Agreement exceed Three Million Five Hundred Twenty Seven Thousand Two Hundred Thirty Three and No/100 Dollars, (\$3,527,233). 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.

2. Section 4, part (p) is amended to read as follows:

(p) The total amount payable by the County for all Task Orders resulting from this

contract shall not exceed \$3,527,233. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the contract through Task Orders.

3. Exhibit B to the Agreement shall be amended to include the attached Construction Management Cost Proposal – Hour Summary, dated April 26, 2017 in the amount of \$1,296,775.
4. Exhibit 10-K is added to the agreement.
5. **All other terms and conditions of the agreement dated November 17, 2015 between the County and Contractor shall remain in full force and effect.**

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

For Contractor: AECOM Technical Services, Inc.



May 10, 2017

Jon Porterfield

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Crystal Springs Dam Bridge Replacement Project Construction Management CONSTRUCTION MANAGEMENT COST PROPOSAL - HOUR SUMMARY

Last Updated: 4/26/2017

		2.58599	2.31374	Construction												Post-Con, Closeout, PG&E Work													
		Home Office	Field	# hours	# months	2017												2018											
Project Title	Name	2017 Raw Rate	2017 Loaded Rate	2017 Loaded Rate		May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov					
Project Manager**	Jon Porterfield	\$ 88.41	\$ 228.63	N/A	120	0.71	12	12	12	12	12	12	12	12	12	8	4	0	0	0	0	0	0	0	0				
Quality Control Manager	Wen Huang	\$ 82.89	\$ 214.35	N/A	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Resident Engineer	Steve Tisell	\$ 74.04	N/A	\$ 171.31	1,720	10.24	168	168	168	168	168	168	168	168	168	168	40	0	0	0	0	0	0	0	0				
Office Engineer	Linda Trudell	\$ 51.42	N/A	\$ 118.97	1,720	10.24	168	168	168	168	168	168	168	168	168	168	40	0	0	0	0	0	0	0	0				
Field Lead*	Michael Thomas	\$ 78.03	N/A	\$ 180.54	1,592	9.48	168	168	168	168	168	168	168	168	168	80	0	0	0	0	0	0	0	0	0				
Field Inspector*	Sanny Khow	\$ 71.24	N/A	\$ 164.83	1,344	8.00	168	168	168	168	168	168	168	0	0	0	0	0	0	0	0	0	0	0	0				
Environmental Review Officer	Kevin Melanephy	\$ 48.93	\$ 126.53	N/A	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Materials Representative	Dave McClary	\$ 90.03	N/A	\$ 208.31	144	0.86	16	16	16	16	16	16	16	16	16	0	0	0	0	0	0	0	0	0	0				
Safety Officer	Shannon Couch	\$ 57.42	\$ 148.49	N/A	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Technical Advisor	Victor Maletic	\$ 85.66	\$ 221.52	N/A	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Scheduler	Richard No	\$ 88.53	\$ 228.94	N/A	112	0.67	16	16	16	16	8	8	8	8	8	8	0	0	0	0	0	0	0	0	0				
Total					6,752		716	716	716	716	708	708	708	708	540	432	84	0	0	0	0	0	0	0	0				
# FTEs							4.26	4.26	4.26	4.26	4.21	4.21	4.21	4.21	3.21	2.57	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

Notes:

* Inspector's hourly rates are subject to the prevailing wage requirements.

** PM rate is capped at current rate

1. Assume 3.5% annual merit increase.
2. The CM Office staff use Field Loaded Rate. Other staff uses Home Office Loaded Rate.
3. Assume 168 hours per month for full-time positions.
4. Material testing is performed by subconsultant AME on a as-needed basis.
5. Assume construction ends in January 2018 based on Kiewit's schedule
6. Assume only one inspector is required after December 2017
7. Assume an average of 24MH/week of overtime.

Hours/Cost Summary

Project Title	Name	2017 Raw Rate	2017 Home Office	2017 Field	Total Hrs	Total Cost	Cost %
Project Manager**	Jon Porterfield	\$ 88.41	\$ 228.63	N/A	120	\$ 27,627	3%
Quality Control Manager	Wen Huang	\$ 82.89	\$ 214.35	N/A	0	\$ -	0%
Resident Engineer	Steve Tisell	\$ 74.04	N/A	\$ 171.31	1,720	\$ 296,906	27%
Office Engineer	Linda Trudell	\$ 51.42	N/A	\$ 118.97	1,720	\$ 206,198	19%
Field Lead*	Michael Thomas	\$ 78.03	N/A	\$ 180.54	1,592	\$ 288,989	26%
Field Inspector*	Sanny Khow	\$ 71.24	N/A	\$ 164.83	1,344	\$ 221,533	20%
Environmental Review Officer	Kevin Melanephy	\$ 48.93	\$ 126.53	N/A	0	\$ -	0%
Materials Representative	Dave McClary	\$ 90.03	N/A	\$ 208.31	144	\$ 30,113	3%
Safety Officer	Shannon Couch	\$ 57.42	\$ 148.49	N/A	0	\$ -	0%
Technical Advisor	Victor Maletic	\$ 85.66	\$ 221.52	N/A	0	\$ -	0%
Scheduler	Richard No	\$ 88.53	\$ 228.94	N/A	112	\$ 25,769	2%
SubTotal					6,752	\$ 1,097,135	100%
Applied Materials & Engineering,	Various						

Subconsultant Total

Overtime allowance	\$ 160,000
Other Direct Costs (attached)	\$ 39,640
Total	\$ 1,296,775

2017 Hrs	2017 Rate	2017 Cost
96	\$ 228.63	\$ 21,948
0	\$ 214.35	\$ -
1,344	\$ 171.31	\$ 230,240
1,344	\$ 118.97	\$ 159,899
1,344	\$ 180.54	\$ 242,647
1,344	\$ 164.83	\$ 221,533
0	\$ 126.53	\$ -
128	\$ 208.31	\$ 26,663
0	\$ 148.49	\$ -
0	\$ 221.52	\$ -
96	\$ 228.94	\$ 21,978
5,696		\$ 924,908

3.50% merit increase on hourly rate

2018 Hrs	2018 Rate	2018 Cost
24	\$ 236.63	\$ 5,679
0	\$ 221.86	\$ -
376	\$ 177.31	\$ 66,667
376	\$ 123.14	\$ 46,299
248	\$ 186.86	\$ 46,341
0	\$ 170.60	\$ -
0	\$ 130.96	\$ -
16	\$ 215.60	\$ 3,450
0	\$ 153.68	\$ -
0	\$ 229.27	\$ -
16	\$ 236.95	\$ 3,791
1,056		\$ 172,227

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: AECOM Technical Services, Inc.

Indirect Cost Rate: Home: 135.09%; Field: 110.34% * for fiscal period 10/03/2015 to 09/30/2016

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: County of San Mateo

Contract Number: County Project Number R1103 Project Number: Project File Number E4867

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$100,000,000 and the number of states in which the firm does business is 50.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Consultant Certification of Contract Costs and Financial Management System

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ 3,527,233

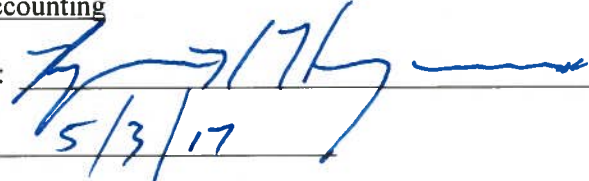
Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

<u>Applied Materials & Engineering, Inc. (AME)</u>	<u>\$159,865</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Raymon H. Thompson II

Title: Vice President, Government Accounting

Consultant Certification Signature **:  _____

Date of Certification (mm/dd/yyyy): 5/3/17

Consultant Contact Information:

Email: raymon.thomposon@aecom.com

Phone number: (904) 383-3450

****An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files