

**AMENDMENT FIVE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SIMPSON, GUMPERTZ & HEGER, INC.**

THIS AMENDMENT TO THE AGREEMENT, 9th day of JANUARY, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SIMPSON, GUMPERTZ & HEGER, 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, on August 1, 2013, the parties entered into an agreement to perform ongoing evaluations, drawings, and permit applications necessary to meet SB499 compliance. The engineering design services are further needed to address the non-structural deficiencies; and

WHEREAS, on May 29, 2014, the parties amended the agreement to modify the scope of work to include seismic evaluation of three newly identified buildings that will comprised of structural and nonstructural evaluation reports; and

WHEREAS, on June 2, 2015, the parties amended the agreement to modify the scope of work to include additional engineering services to develop construction documents to address nonstructural deficiencies of identified buildings, ready for review by OSHPD, no later than January 1, 2016; and

WHEREAS, on July 26, 2016, the parties amended the agreement to modify the scope of work to include additional engineering services to address unanticipated existing conditions and OSHPD comments; and

WHEREAS, on June 2, 2017, the parties amended the agreement to modify the scope of work to include additional engineering services to revise construction documents, addressing OSHPD comments, and assisting with obtain building permit no later than January 1, 2018; and

WHEREAS, the parties wish to amend the agreement to modify the scope of work to include Construction Administration services, and increase the not-to-exceed amount by \$37,500, for a new total fiscal obligation of \$431,000.00.

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

1. Section 3, "payment", of the agreement is amended to read as follows:

In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit A. 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. 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 total payment for services under this Agreement exceed **Four Hundred Thirty One Thousand Dollars (\$431,000)**.

2. All other terms and conditions of the agreement dated August 1, 2013, as amended on May 29, 2014, June 2, 2015, July 26, 2016, June 2, 2017 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.

SIMPSON, GUMPERTZ & HEGER



Contractor's Signature

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisor
San Mateo County

Date: 11/20/2017

Date: _____