

**AMENDMENT NO. THREE 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, on June 6, 2017, the parties amended the agreement to increase the not-to-exceed amount by \$1,296,755, for the new not-to-exceed amount of \$3,527,233; and

WHEREAS, on March 27, 2018, the parties amended the agreement to increase the not-to-exceed amount by \$571,749, for a new not-to-exceed amount of \$4,098,982.

WHEREAS, the parties wish to amend the agreement to extend the term through June 14, 2019, and increase the not-to-exceed amount by \$219,381, for a new not-to-exceed amount of \$4,318,363.

**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 Four Million Three Hundred

Eighteen Thousand Three Hundred Sixty-Three and No/100 Dollars, (\$4,318,363.00). 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 \$4,318,363. 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. Section 8, part (A) is amended to read as follows:

A. This contract shall go into effect on November 17, 2015, contingent upon approval by the County, and Contractor shall commence work after notification to proceed by the County's Contract Administrator. The contract shall end on June 14, 2019, unless extended by contract amendment.

4. Exhibit B to the Agreement shall be amended to include the attached Construction Management Cost Proposal – Hour Summary, dated October 25, 2018 in the amount of \$219,381.
5. Exhibit 10-K is added to the agreement.
6. **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.

 _____ Contractor Signature	<u>October 26, 2018</u> Date	<u>Jon Porterfield</u> Contractor Name (please print)
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COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board