

**AMENDMENT FIVE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PHD ARCHITECTS**

THIS AMENDMENT TO THE AGREEMENT, entered into this ___ day of ____, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PHd Architects, hereinafter called "Contractor";

W I T N E S S E T H

WHEREAS, pursuant to the 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, under Resolution #074210 the parties entered into an agreement for "on-call" architectural design, engineering, and construction administration services on November 17, 2015 through November 16, 2018; and

WHEREAS, under Resolution #076369 the parties amended the agreement to extend the term to December 31, 2019, and authorized the Director of Public Works, and/or his designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions; and

WHEREAS, under Amendment Two the parties amended the term date to a new term date of December 30, 2021 and amended the fiscal obligation by \$25,000 for a new not-to-exceed amount of \$525,000; and

WHEREAS, the parties agree and wish to amend the Agreement to add an additional \$150,000 for a new maximum fiscal obligation not to exceed \$675,000

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

1. Section #3 – Payments;

In consideration of the services provided by 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 B. 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 six hundred seventy-five thousand dollars, (\$675,000). 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. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Exhibit B: Amount and Method of Payment: In consideration of the above services provided by Contractor, County shall pay Contractor within 30 days upon receipt in our Accounting Department, of a written itemized monthly invoice identifying the Agreement number, location of work, specific work completed and breakdown of charges. The approved total not-to exceed amount shall be \$675,000 (Six Hundred Seventy-Five Thousand Dollars) as per the agreement up to of December 30, 2021

All other terms and conditions of the original agreement dated, November 17, 2015, 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: _____ Resolution No. _____
Director of Public Works
County of San Mateo

Date: _____

PHd Architects



Contractor's Signature

Date: 12/18/20