

**FIFTH AMENDMENT TO THE AGREEMENT
FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF SAN JOSE
AND
AECOM TECHNICAL SERVICES, INC.
FOR
60-INCH BRICK INTERCEPTOR PHASE VIA PROJECT**

THIS FIFTH Amendment to the AGREEMENT is made and entered into this ____ day of _____ 2021, by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY"), and AECOM TECHNICAL SERVICES, INC., a California corporation (hereinafter "CONSULTANT").

RECITALS

WHEREAS, on June 2, 2009, the CITY entered into an agreement with CONSULTANT entitled "AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF SAN JOSE AND AECOM TECHNICAL SERVICES, INC." for services related to the design and construction support services to assist the CITY in the construction of 60-Inch Brick Interceptor Phase VI project (hereinafter referred to as "AGREEMENT"); and

WHEREAS, on November 7, 2010, CITY and CONSULTANT entered into a First Amendment to the AGREEMENT to acknowledge the corporation name change of CONSULTANT; and

WHEREAS, on December 18, 2012, CITY and CONSULTANT entered into a Second Amendment to the AGREEMENT to extend the term to December 31, 2015 and increase the compensation allowed; and

WHEREAS, on December 23, 2015, CITY and CONSULTANT entered into a Third Amendment to the AGREEMENT to extend the term to December 31, 2018 and expand the scope of services with no increase in the total amount of compensation; and

WHEREAS, on December 18, 2018, CITY and CONSULTANT entered into a Fourth Amendment to the AGREEMENT to extend the term to June 30, 2021 and expand the scope of services with no increase in the total amount of compensation; and

WHEREAS, the CITY and CONSULTANT desire to further amend the amended AGREEMENT to extend the term of the AGREEMENT to December 30, 2022, and maintain the same scope of services with no increase in the total amount of compensation; and

NOW, THEREFORE, for and in consideration of their mutual promises and subject to the terms, provisions, and conditions as set forth below, the parties agree to further amend the AGREEMENT as follows:

SECTION 1. Section 2 of the AGREEMENT, entitled "TERM OF AGREEMENT," is amended to read as follows:

The term of this AGREEMENT shall be from June 2, 2009 to December 30, 2022, inclusive, subject to the provisions of SECTION 12 of the AGREEMENT.

SECTION 2. All of the terms and conditions of the amended AGREEMENT not specifically modified by this Fifth Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

APPROVED AS TO FORM:

JENNIFER POU SHO
Senior Deputy City Attorney

“CITY”

CITY OF SAN JOSE, a municipal corporation

By _____
TONI TABER, CMC
City Clerk

“CONSULTANT”

AECOM TECHNICAL SERVICES, INC.,
a California Corporation

By _____
Name:
Title: