

**THIRD AMENDMENT TO  
CONSULTANT AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
AECOM TECHNICAL SERVICES, INC.**

This THIRD AMENDMENT TO AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by the CITY OF SAN JOSE, a municipal corporation ("CITY"), and AECOM TECHNICAL SERVICES, INC., a California corporation ("CONSULTANT").

**RECITALS**

**WHEREAS**, on January 8, 2013, CITY and CONSULTANT entered into an agreement entitled "Master Agreement for Consultant Services Between the City of San José and AECOM Technical Services, Inc." ("AGREEMENT"); and

**WHEREAS**, on September 16, 2015, CITY and CONSULTANT entered into a First Amendment to extend the term of the AGREEMENT for six months; and

**WHEREAS**, on June 21, 2016, CITY and CONSULTANT entered into a Second Amendment to extend the term of the AGREEMENT for two years; and

**WHEREAS**, CITY and CONSULTANT desire to further amend the amended AGREEMENT to extend the term, with no increase in total compensation allowed for the purpose of completing work on the Spreckles Sanitary Sewer Force Main Supplement Phase II Project;

NOW, THEREFORE, the parties agree to amend the AGREEMENT as follows:

**SECTION 1.** SECTION 2, "TERM OF AGREEMENT" is amended to read as follows:


"The term of this AGREEMENT shall be from January 8, 2013 to June 30, 2019, inclusive, subject to the provisions of Section 11 of this AGREEMENT."

**SECTION 2.** REVISED EXHIBIT B, "SCHEDULE OF PERFORMANCE," is amended to read as shown in SECOND REVISED EXHIBIT B, attached and incorporated into this Third Amendment.

**SECTION 3.** All of the terms and conditions of the amended AGREEMENT not specifically modified by this Third Amendment shall remain in full force and effect.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JENNIFER L. POUSHO  
Senior Deputy City Attorney

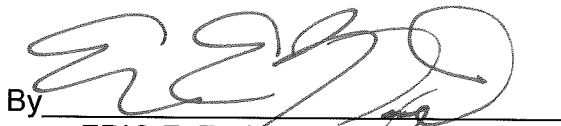
"CITY"

CITY OF SAN JOSE, a municipal  
corporation

By \_\_\_\_\_  
TONI J. TABER, CMC  
City Clerk

"CONSULTANT"

AECOM TECHNICAL SERVICES, INC.,  
a California corporation

  
By \_\_\_\_\_  
ERIC E. ZAGOL, P.E.  
Vice President

**SECOND REVISED EXHIBIT B**  
**SCHEDULE OF PERFORMANCE**

All work under this AGREEMENT shall be completed on or before June 30, 2019. Work shall be initiated on an as-needed basis at the request of the CITY, and shall be prosecuted pursuant to details defined in each specific Service Order, as set forth in EXHIBIT A of this AGREEMENT.