



TWELFTH ADDENDUM TO AGREEMENT

BY AND BETWEEN THE
COUNTY OF MARIN AND AECOM

THIS ADDENDUM is made and entered into this _____ day of _____ 2011,
by and between the COUNTY OF MARIN, a political subdivision of the State of California
(hereinafter referred to as "County") and AECOM (hereinafter referred to as "Contractor")

RECITALS

WHEREAS, the County and the Contractor entered into an agreement for design services for the Cal Park Tunnel Rehabilitation and Multiuse Pathway Project dated October 21, 2003 ("Agreement"); and

WHEREAS, Exhibit A to the original agreement describes the scope of services to be performed under the agreement and has been previously amended from time to time; and

WHEREAS, Section 4 of the agreement specifies a not to exceed amount of \$4,681,080 for services provided, and Section 14 specifies the time for completion December 31, 2011.

WHEREAS, the parties desire to amend the agreement to increase the services and contract amount by \$43,450 to \$4,724,530 and to extend the time to complete the services to June 30, 2013.

NOW, THEREFORE, the parties agree to modify Section's 4 and 14 and Exhibits 'A' and 'B' as set forth below.

AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
2. Updated Certificate of Insurance(s) attached hereto.
3. Section 4, "Maximum Cost to County" is hereby amended to read as follows:
In no event will the cost to the County for the services to be provided herein exceed the maximum sum of \$4,724,530 including direct non-salary expenses.
4. Section 14 is hereby amended to read as follows:

This agreement shall commence on October 21, 2003, and shall terminate on June 30, 2013.

5. Exhibit A, "Scope of Services" is hereby amended to include the following to the existing services:
Design services for Phase C
 - Coordinate with SMART architectural revisions to the pathway combined with improvements adjacent to the Century Theater.
 - Perform topographical survey.
 - Prepare new easement description and plat map for recordation.
 - Prepare plans, specifications, and engineers construction cost estimate.
 - Final plans will include: demolition, finish grading and paving, drainage, fire hydrant relocation, ADA corner ramps, light pole relocation, landscaping signing and striping
 - Submit 30%, 90% and 100% drawings for review.
 - Prepare signing, striping and lighting plans.

6. Exhibit "B" "Fee and Payment Schedule" is hereby amended to include an additional \$43,450. As such, Contractor shall be paid up to the maximum sum of \$4,724,530, as indicated in Section 4. Progress payments shall be made upon receipt of invoices and shall be paid within 30 days of receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day first written above.

CONTRACTOR:

COUNTY OF MARIN:

By _____

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COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by County Counsel at Department's Request

County Counsel

The Contractor will not be eligible for compensation for any work performed that is outside of the contractual Scope of Services or in excess of the approved contract amount without prior written authorization from the County.

Signature of Contractor

Date

EXHIBIT "D"

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Contractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person including subcontractors associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of executing contract, but will be considered in determining Contractor's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.