

**AMENDMENT NO. 4 TO THE AGREEMENT
BETWEEN THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY AND GRAY BOWEN SCOTT FOR ON CALL
CONSULTANT SERVICES FOR FEDERAL AND STATE FUNDED PROJECT
COORDINATION, TO ADD \$80,000 FOR A REVISED NOT TO EXCEED
CONTRACT AMOUNT OF \$510,000, AND TO EXTEND THE TERM OF THE
CONTRACT TO SEPTEMBER 30, 2023**

This Amendment No. 4 to the Agreement between the City/County Association of Governments of San Mateo County and William R. Gray and Company, dba Gray Bowen Scott ("Agreement") is entered into by and between the City/County Association of Governments of San Mateo County, a joint powers agency designated by the Metropolitan Transportation Commission (MTC) as the County Transportation Agency (CTA) for San Mateo County ("C/CAG") and Gray Bowen Scott ("Consultant"), referred to as "LOCAL AGENCY" and "CONSULTANT" in the Agreement. C/CAG and Consultant shall be known as the Parties.

WITNESSETH

WHEREAS, C/CAG and Consultant entered into the Agreement on September 1, 2017 for a term extending to August 31, 2020, and an amount not-to-exceed \$400,000; and

WHEREAS, the Agreement provides that Consultant will provide on call project coordination services ("Services") as needed to assist staff with CTA delegated responsibilities and the delivery of programs and projects that utilize federal and/ or state funds received by the County; and

WHEREAS, on July 9, 2020, the C/CAG Board approved Resolution 20-47 approving Amendment No. 1 authorizing a two-year time extension of the agreement; and

WHEREAS, on June 22, 2022, the C/CAG Board approved Resolution 22-47 approving Amendment No. 2 authorizing a six-month time extension of the agreement; and

WHEREAS, on November 10, 2022, the C/CAG Board approved Resolution 22-103 approving Amendment No. 3 authorizing a three-month time extension of the agreement and to add \$30,000 for a revised not to exceed contract amount of \$430,000; and

WHEREAS, should C/CAG require additional time to administer another solicitation process to procure a new on-call contract; and

WHEREAS, C/CAG and Consultant have determined that additional budget and time is required to ensure Consultant enough capacity to provide additional level of support needed to continue countywide project monitoring; and

WHEREAS, the Consultant has reviewed and accepted this Amendment.

NOW, THEREFORE, IT IS HEREBY AGREED by the C/CAG and Consultant that:

1. Article IV Performance Period shall be amended as follows (additions in *italics*, deletions in ~~striketrough~~):
 - A. This contract shall go into effect on September 1, 2017, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on ~~March 31, 2023~~ September 30, 2023, unless extended by contract amendment.
2. Article V Allowable Costs and Payments shall be amended as follows (additions in *italics*, deletions in ~~striketrough~~):
 - P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed ~~\$430,000~~ \$510,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through task Task Orders.
3. Full Force and Effect. All other provisions of the Agreement shall remain in full force and effect.
4. Effective Date. This Amendment shall take effect upon signature by both Parties.

IN WITNESS WHEREOF, C/CAG and CONSULTANT, by their duly authorized representatives, have affixed their hands.

Signatures of parties on following page.

Gray Bowen Scott (Consultant)

By: Leo Scott

Date:

City/County Association of Governments (C/CAG)

By: Davina Hurt, C/CAG Chair

Date:

C/CAG Legal Counsel

By: Melissa Andrikopoulos