

**AMENDMENT NO. 8 TO THE AGREEMENT**  
**BETWEEN THE CITY OF SAN MATEO AND WATERWORKS INDUSTRIES, INC. FOR**  
**MARINA LAGOON VEGETATION AND WATER QUALITY MANAGEMENT**  
**(\$539,730 [Original Amount], \$93,000 [Amendment No. 1], \$44,770 [Amendment No. 2],**  
**\$181,480 [Amendment No. 3], \$50,000 [Amendment No. 4], \$830,000 [Amendment No. 5], \$0**  
**[Amendment No. 6], \$117,980 [Amendment No. 7]), \$238,000 [Amendment No. 8])**

This Amendment is made and entered into this day of \_\_\_\_\_ 2024, by and between the CITY OF SAN MATEO, a municipal corporation existing under the laws of the State of California ("CITY") and Waterworks Industries, Inc. ("CONSULTANT").

WHEREAS, CITY and CONSULTANT entered into a professional services agreement for Marina Lagoon Vegetation and Water Quality Management ("Agreement") on February 4, 2020; and

WHEREAS, on June 24, 2020, CITY and CONSULTANT executed Amendment No. 1 to the Agreement to increase the compensation in the amount of \$93,000, for a total Agreement amount of \$632,730; and

WHEREAS, on August 18, 2020, CITY and CONSULTANT executed Amendment No. 2 to the Agreement to change the scope of work and increase the compensation by \$44,770, for a total Agreement amount of \$677,500; and

WHEREAS, on May 25, 2021, CITY and CONSULTANT executed Amendment No. 3 to the Agreement to increase the compensation by \$181,480, for a total Agreement amount of \$858,980; and

WHEREAS, on September 11, 2022, CITY and CONSULTANT executed Amendment No. 4 to increase the compensation by \$50,000, for a total Agreement amount of \$908,980; and

WHEREAS, on December 13, 2022, CITY and CONSULTANT executed Amendment No. 5 to increase the compensation by \$830,000, for a total Agreement amount of \$1,738,980, and extend the contract to March 15, 2024; and

WHEREAS, on March 13, 2024, CITY and CONSULTANT executed Amendment No. 6 to the Agreement to extend the term of the Agreement to February 3, 2025; and

WHEREAS, in August 28, 2024, CITY and CONSULTANT executed Amendment No. 7 to increase the compensation by \$117,980, for a new total Agreement amount of \$1,856,960; and

WHEREAS, CITY and CONSULTANT wish to amend the Agreement to increase the compensation of the Agreement by \$238,000, for a new total Agreement amount of \$2,094,960.

NOW, THEREFORE, the parties agree as follows:

1. Section 5 – “Payment” of the Agreement is amended to read:

“Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibits A, A1, and A2, CITY agrees to pay CONSULTANT a fee in an amount of \$2,094,960, pursuant to rates stated in Exhibit B5 to this Agreement, attached and incorporated by reference.”

2. The remaining terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, CITY OF SAN MATEO and WATERWORKS INDUSTRIES, INC. have executed this Amendment No. 8 on \_\_\_\_\_.

CITY OF SAN MATEO

CONSULTANT  
WATERWORKS INDUSTRIES, INC.

\_\_\_\_\_  
Matt Fabry                      Date  
Public Works Director

\_\_\_\_\_  
Rich Carnation                      Date  
President

APPROVED AS TO FORM

\_\_\_\_\_  
Linh P. Nguyen                      Date  
Assistant City Attorney