

**AMENDMENT NO. 3 TO THE AGREEMENT
BETWEEN THE CITY OF SAN MATEO AND
SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS FOR
DESIGN PROFESSIONAL SERVICES FOR CITYWIDE SMALL TRASH CAPTURE PROJECT
(\$112,300 [Original Amount], \$3,000 [Amendment No. 1], \$0 [Amendment No. 2],
\$25,180 [Amendment No. 3])**

This Amendment is made and entered into this day of _____, by and between the CITY OF SAN MATEO, a municipal corporation existing under the laws of the State of California ("CITY"), and SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS ("CONSULTANT").

WHEREAS, the CITY and CONSULTANT entered into an Agreement for Design Professional Services for the Citywide Small Tash Capture Project ("Agreement") on November 28, 2022; and

WHEREAS, on May 10, 2023, CITY and CONSULTANT executed Amendment No. 1, which increased compensation in the amount of \$3,000, for a total amount of \$115,300; and

WHEREAS, on May 10, 2023, CITY and CONSULTANT executed Amendment No. 2, which extended the term of the agreement to June 30, 2025.

WHEREAS, the CITY AND CONSULTANT wish to amend the Agreement to extend the term, expand the scope of work, and increase compensation by \$25,180, for a new total agreement amount of \$140,480.

NOW, THEREFORE, the Parties agree as follows:

1. Section 1, "Scope of Services" of the Agreement, is amended to read:

"The scope of services to be performed by CONSULTANT under this Agreement is as described in Exhibit A and A1 to this Agreement, attached and incorporated by reference."

2. Section 4, "Term" of the Agreement, is amended to read:

"The services to be performed under this Agreement shall commence upon execution of this Agreement and be completed by December 30, 2025. This term of this Agreement may be extended by written amendment executed by the Director of Public Works and a duly authorized representative of CONSULTANT."

3. 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 Exhibit A and A1, CITY

EXHIBIT A1

SCOPE OF SERVICES

Task 1: Construction Support

Schaaf & Wheeler will assist the City in responding to RFI's, performing field investigations and meetings and reviewing change orders during the construction of the small trash capture project in summer-fall 2024. Includes updating the GIS and associated maps post-construction to represent what was installed and their contributory drainage.

Task 2: 100% Compliance Support

Prepare figures and GIS shapefiles of existing and proposed full trash capture devices. Review the City's existing devices and recommend locations for new small or large devices. This includes coordinating with EOA to develop comprehensive road map to 100% trash capture. This assumes collaboration on a memorandum.

EXHIBIT B1

FEE SCHEDULE

Schaaf and Wheeler Hourly Charge Rate Schedule

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

Classification Rate/HR

Principal Project Manager	\$295
Senior Project Manager	\$270
Senior Engineer	\$250
Associate Engineer	\$220
Assistant Engineer	\$200
Junior Engineer	\$185
Designer	\$175
GIS Analyst	\$175
Technician	\$160
Engineering Trainee	\$135

Litigation Charges

Court or deposition time as an expert witness is charged at \$500 per hour.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

Effective 1/1/24