

**AMENDMENT NO. 1 TO THE AGREEMENT  
BETWEEN THE CITY OF SAN MATEO AND  
CAROLLO ENGINEERS, INC. FOR  
PROFESSIONAL CONSULTANT SERVICES FOR WASTEWATER TREATMENT PLANT ON-CALL  
CONSULTING SERVICES  
(\$400,000 [Original Amount], \$450,000 [Amendment No. 1])**

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 CAROLLO ENGINEERS, INC. ("CONSULTANT").

WHEREAS, CITY and CONSULTANT entered into an Agreement for professional consultant services ("Agreement") on September 2, 2022; and

WHEREAS, CITY and CONSULTANT wish to amend the Agreement effective \_\_\_\_\_ to amend the total compensation amount and revise the points of contact of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Section 3.1, "City," of the Agreement is amended to read as follows:

MATT FABRY, PUBLIC WORKS DIRECTOR, will be the representative of the City for all purposes under this agreement. THOMAS RUARK is hereby designated as the PROJECT MANAGER and shall be supervise the day-to-day progress and execution of this Agreement.

2. The first paragraph of Section 8, "Payment," of the Agreement is amended to read as follows:

"Payment shall be made by the 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 performances of the services and any reimbursable expenses set forth in this Agreement, CITY agrees to pay CONSULTANT a fee based on verified time and materials not to exceed \$850,000 without prior written authorization. Requests for payments shall be itemized and correspond to the various items of work described in Exhibit A and shall be based on the rate and cost schedule set forth in Exhibit B."

3. Section 21, "Notices," of the Agreement is amended to read as follows:

"All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follow:

To CITY:	Thomas Ruark WWTP On-Call Engineering Services City of San Mateo 2050 Detroit Drive San Mateo, CA 94404
To CONSULTANT:	Carollo Engineers Inc. Attn: Rick Chan 2795 Mitchell Drive Walnut Creek, CA 94598

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and CONSULTANT have executed this Amendment No. 1  
on \_\_\_\_\_.

CITY OF SAN MATEO

CONSULTANT

Matt Fabry  
Public Works Director

Date

Rick Chan Its Authorized Agent Senior Vice President	Date
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If a Corporation, can be either 1) President or 2) Vice President plus an additional corporate officer (i.e., Secretary, Treasurer) who shall sign below.

APPROVED AS TO FORM

ADDITIONAL CORPORATE OFFICER  
(if necessary per the above)

Linh P. Nguyen  
Assistant City Attorney

Michael Barnes	Date
Corporate Secretary	