

**AMENDMENT NO. 3 TO THE AGREEMENT
BETWEEN THE CITY OF SAN MATEO AND SMITH EMERY SAN FRANCISCO
FOR CONSTRUCTION SPECIAL INSPECTION SERVICES FOR THE CLEAN WATER PROGRAM
(\$1,500,000 [Original Amount], \$850,000 [Amendment No. 1], \$250,000 [Amendment No. 2], \$500,000
[Amendment No. 3])**

This Amendment is 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 Smith Emery San Francisco (“CONSULTANT”).

WHEREAS, CITY and CONSULTANT entered into an Agreement for professional services (“Agreement”) on April 18, 2022; and

WHEREAS, on August 28, 2023, Amendment No. 1 was executed, which increased the compensation by \$850,000, for a new total Agreement amount of \$2,350,000; and

WHEREAS, on February 27, 2024, Amendment No. 2 was executed, which increased the compensation by \$250,000, for a new total Agreement amount of \$2,600,000, and extended the agreement term to February 28, 2025; and

WHEREAS, CITY and CONSULTANT, wish to amend the Agreement to increase the total compensation amount by \$500,000, for a new total Agreement amount of \$3,100,000.

NOW, THEREFORE, the parties agree as follows:

1. The first paragraph of Section 8 – “Payment” of the Agreement is amended 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 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 \$3,100,000 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 C.”

2. Exhibit C “Cost Schedule” of the Agreement is amended as follows:

“The cost for the based contract shall be on a time and materials basis in accordance with the attached Schedule of Fees and Services for a cost not to exceed \$3,100,000.00 (three million, one hundred thousand dollars). Three (3) one-year options shall be on a time and material basis not to exceed \$250,000.00 (two hundred fifty thousand dollars per year per option). Options to be issued at the discretion of the City. Two of the three, one-year options for continuing these services at the discretion of the City remain.”

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

[SIGNATURE PAGES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, CITY OF SAN MATEO and SMITH EMERY SAN FRANCISCO have executed
this Amendment No. 3 on _____

CITY OF SAN MATEO

CONSULTANT
Smith Emery San Francisco

Matthew Fabry Date
Public Works Director

By its Authorized Agent Date
James E. Partridge
President

APPROVED AS TO FORM:

Linh P. Nguyen Date
Assistant City Attorney