

**AMENDMENT NO. 5 TO THE AGREEMENT
BETWEEN THE CITY OF SAN MATEO AND
Stantec Consulting Services, Inc. FOR
Immediate Action Projects Package II
(\$876,000 [Original Amount], \$517,930 [Amendment 1], \$79,800 [Amendment 2],
\$0 [Amendment 3], \$0 [Amendment 4], \$88,673.46 [Amendment 5])**

WHEREAS, the City of San Mateo (“CITY”), a municipal corporation of the State of California, and Stantec Consulting Services, Inc. (“CONSULTANT”), entered into an Agreement for Professional Consulting Services (“Agreement”) on August 29, 2017 for the WWTP Immediate Action Project Package II (“Project”); and

WHEREAS, the Agreement includes CONSULTANT’s design services for a sludge cake hopper and cake pumping system to be located at the CITY’s wastewater treatment plant; and

WHEREAS, challenges related to the design and/or construction have resulted in a non-functional sludge cake hopper and cake pumping system; and

WHEREAS, CITY and CONSULTANT are assessing potential solutions to address these challenges; and

WHEREAS, CITY and CONSULTANT agree that CONSULTANT’s services are still required for the Project; and

WHEREAS, on March 31, 2022, the parties executed Amendment 4 for a no-cost extension of the Agreement until April 30, 2022; and

WHEREAS, the CITY and CONSULTANT desire to further amend the Agreement by extending the term through September 15, 2022, and adding \$88,673.46 in funding for CONSULTANT’s design engineering services required to complete the construction of the Project that are unrelated to any alleged errors or deficiencies on behalf of either party; and

WHEREAS, this Amendment is not an admission of responsibility or any waiver of claims by the CITY or the CONSULTANT, including but not limited to CONSULTANT’s claims for compensation for Task 6 Construction Phase Services related to the sludge cake hopper and cake pumping system, which CITY contends are not reimbursable because the services were required to correct alleged error or deficiencies of CONSULTANT.

NOW, THEREFORE, the parties agree as follows:

1. Section 8, “Payment,” of the Agreement, first paragraph is amended to read:

“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 \$1,562,403.46. Requests for payments shall be itemized and correspond to the various items of work described in the Scope of Project, inclusive of the current Scope of Services as provided therein, and shall be based on the rate and cost schedule previously established.”

2. Section 7, “Term, Progress and Completion,” of the Agreement, first paragraph, is amended to read:

“The services to be performed under this Agreement shall commence and be completed by no later than September 15, 2022.”

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

CITY OF SAN MATEO

CONSULTANT
Stantec Consulting Services, Inc.

Azalea Mitch,
Public Works Director

Kari D. Shively, PE
Vice President

Date: _____

Date: _____

Approved as to Form:

Linh P. Nguyen, Assistant City Attorney