

CITY OF FOSTER CITY
CONTRACT AMENDMENT NO. THREE (3)

DATE: November 6, 2023

Account No.: 327-0910-657-4251

PROJECT: LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT
(CIP 327-657)

TO: REGIONAL GOVERNMENT SERVICES AUTHORITY

CHANGE REQUESTED BY: Regional Government Services Authority (“RGS”), and
City of Foster City (“City”)

RGS and City agree to amend through this agreement (“Amendment No. 3”) dated November 6, 2023 (“Effective Date”), the Professional Services Agreement dated December 17, 2020 (“Agreement”), as previously modified by Amendment No. 1 dated December 13, 2021), and associated Amendment No. 2, dated December 5, 2022, to extend the term identified in Section 2 (Term; Termination) and to amend the sum identified in Section 3 (Compensation; Expenses; Payment) and replace Exhibit B (Consultant’s Fee Schedule) with the new fee schedule attached hereto.

ORIGINAL CONTRACT AMOUNT (year 1)	\$187,200
CONTRACT AMENDMENT NO. 1 (year 2)	\$147,420
CONTRACT AMENDMENT NO. 2 (year 3)	\$0
CONTRACT AMENDMENT NO. 3 (November/December 2023)	\$10,000
(6 month extension)	\$47,000
REVISED TOTAL CONTRACT AMOUNT	\$391,620

The City and RGS agree as follows:

- A. Amendment. Section 2 (a) only, of the Agreement, shall hereinafter read in its entirety as follows:

“2. Term; Termination. (a) The term of this Agreement shall commence upon January 1, 2021 and shall expire upon June 30, 2024, unless extended at the CITY’S sole discretion.”

B. Amendment. Section 3 of the Agreement shall hereinafter read in its entirety as follows:

“3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT’s hourly rates during the time of the performance of said services. A copy of CONSULTANT’s hourly rates for which services hereunder shall be performed are set forth in CONSULTANT’s fee schedule marked Exhibit “B” hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of Three Hundred Ninety One Thousand Six Hundred Twenty Dollars (\$391,620), (\$391,620 = \$187,200 first year + \$147,420 second year + \$0 third year + \$10,000 for November/December 2023 + \$47,000 six month extension) unless the term of the Agreement is extended by the CITY pursuant to Section 2, above.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.”

C. Amendment. Exhibit B CONSULTANT’S FEE SCHEDULE, referenced in Section 3 of the Agreement shall be replaced with the Exhibit B, attached hereto and hereinafter incorporated by reference.

Except as specifically modified herein, all other terms and provisions in the Agreement shall remain unchanged.

RGS has given careful consideration to the work proposed and hereby agrees, if this Amendment No. 3 is approved, to provide all equipment, furnish all materials except as may otherwise be noted above, and to perform all services necessary for the work and to accept as full payment therefore the prices set forth in the Agreement, as amended herein.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, RGS and the CITY agree to the foregoing and have executed this Amendment No. 3, which shall be deemed effective as of the Effective Date.

CONSULTANT: REGIONAL GOVERNMENT SERVICES
AUTHORITY

SOPHIA SELIVANOFF DATE
EXECUTIVE DIRECTOR

APPROVAL RECOMMENDED:

STEFAN CHATWIN DATE
CITY MANAGER

APPROVAL FOR CITY:

JON FROOMIN DATE
MAYOR

ATTEST:

BY:

PRISCILLA SCHAUS
CITY CLERK

APPROVED AS TO FORM:

BY:

BENJAMIN STOCK
CITY ATTORNEY

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

For the performance of the Levee Protection Planning and Improvements Project (CIP 657) Management Consulting Services by Regional Government Services Authority (RGS) described herein, The City shall pay RGS at the hourly rate of \$191 through December 2023, and \$199.79, for the remainder of the Agreement term from January 1, 2024 through June 30, 2024 at a maximum average of nine (9) hours each week. Payment shall be made monthly, upon receipt by the City Manager or designee, for itemized invoices submitted by RGS.

Total compensation shall not to exceed \$391,620 (\$391,620 = \$187,200 first year + \$147,420 second year + \$0 third year+\$10,000 for November/ December 2023+ \$47,000 six-month extension).