

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
Capital Program Management, Inc.**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2026, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Capital Program Management, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, on June 23, 2023 the Parties entered into that certain Agreement (the "Agreement") by which Contractor agreed to provide construction and project management services as specified therein to assist the County in managing the development of properties to be acquired by the County in connection with the County's applications to the State Homekey program and converted to permanent supportive housing (PSH) for individuals experiencing or at risk of homelessness, in exchange for payment by the County at rates set forth therein; and

WHEREAS, on November 1, 2024, the Parties executed the First Amendment to the Agreement to increase the County's maximum fiscal commitment and to extend the term of the Agreement through December 31, 2025, and to make other amendments thereto including to add terms relating to the use of State and Local Fiscal Recovery Funds under the American Rescue Plan Act to fund the services provided under the Agreement; and

WHEREAS, on January 1, 2026, the term of the Agreement expired pursuant to Section 4, and the Parties mutually agreed to reinstate the Agreement; and

WHEREAS, on January 6, 2026, the Parties executed the Reinstatement and Second Amendment to the Agreement to reinstate the Agreement and extend the term of the Agreement through February 28, 2026; and

WHEREAS, the Parties mutually desire to amend the Agreement to increase the County's maximum fiscal obligation, revise the Payment provisions, and to extend the term of the Agreement as specified herein, provided that this Third Amendment to the Agreement is within substantially the same scope and for substantially the same purpose as the original Agreement, for which ARPA funds were obligated prior to December 31, 2024.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 (Payments) of the Agreement is amended and restated in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in the Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Revised Exhibit B1. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under the Agreement exceed SEVEN HUNDRED SEVENTY-NINE THOUSAND SEVEN HUNDRED DOLLARS (\$779,700.00). In the event that the County makes any advance payments, Contractor agrees to refund any amount in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by the Agreement.

2. Section 4 (Term) of the Agreement is amended and restated in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall commence on June 25, 2023, and shall expire on December 31, 2026, unless terminated sooner pursuant to Section 5 below.

3. Revised Exhibit B is replaced with and superseded by Revised Exhibit B1, (rev. January 28, 2026), attached hereto and incorporated by reference as if fully set forth herein. References in the Agreement to Exhibit B shall mean and refer to Revised Exhibit B1 (rev. January 28, 2026).
4. Section 1 (Exhibits and Attachments) of the Agreement is amended to add Exhibit C – Estimated Fee Budget, which such exhibit is attached hereto and incorporated by reference as if fully set forth herein.
5. **All other terms and conditions of the Agreement dated June 23, 2023, as amended, between the County and Contractor shall remain in full force and effect.**

Revised Exhibit B1

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Section 1. Personnel Rates

**Capital Program Management, Inc.
Personnel and Material Rates
On-Call Construction Management Services**

**County of San Mateo
Department of Housing
Schedule of Hourly Rates**

		2025	2026	2027
PIC	President	\$231	\$238	\$248
	Vice President	\$231	\$238	\$248
	Principal-In-Charge	\$231	\$238	\$248
Program & Construction Management	Program Director	\$231	\$238	\$248
	Senior Construction/Project Manager	\$231	\$238	\$248
	Construction/Project Manager	\$205	\$211	\$219
	Assistant Construction/Project Manager/	\$178	\$183	\$190
	Field Engineer/Program Coordinator II	\$157	\$162	\$168
	Field Engineer/Program Coordinator I	\$112	\$115	\$120
	Senior Estimator	\$205	\$205	\$213
	Estimator	\$157	\$182	\$189
	Administrative Support / Clerical	\$67	\$69	\$72
	Budget & Accounting	Director of Budget & Accounting	\$231	\$238
Budget & Accounting Manager		\$215	\$221	\$230
Senior Budget Analyst		\$205	\$211	\$219
Budget Analyst		\$157	\$162	\$168
Asst. Budget Analyst		\$118	\$122	\$127
Contract Management	Director of Contract Management	\$231	\$238	\$248
	Senior Contract Manager	\$215	\$221	\$230
	Contract Manager	\$205	\$211	\$219
	Contract Administrator	\$178	\$183	\$190
	Assistant Contract Administrator	\$118	\$122	\$127

Reimbursable Expenses* - At cost with no mark up

* Note that the only pre-approved reimbursable expenses are for reprographics and postage. All other reimbursable expenses must have County's prior approval.

There are no reimbursable travel expenses and no charge for time while traveling.

Section 2. Additional ARPA Terms.

- A. Contractor shall cooperate with the County to ensure compliance with the American Rescue Plan Act and its implementing rules, regulations, reporting and recordkeeping requirements, including without limitation cooperation, as requested, in connection with the County's preparation of Interim Reports, Project and Expenditure Reports and Recovery Plan Performance Reports and any other reports required by the US Treasury.
- B. Notwithstanding anything to the contrary in this Agreement, all expenditures under this agreement must be completed prior to December 31,2026.

