

**RESOLUTION NO. .**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

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**RESOLUTION AUTHORIZING**

**A) THE PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE AN AGREEMENT WITH MCGUIRE AND HESTER FOR THE DESIGN AND CONSTRUCTION OF THE COYOTE POINT PLAYGROUND REPLACEMENT PROJECT, FOR THE TERM OF MARCH 24, 2026 TO DECEMBER 18, 2026, IN AN AMOUNT NOT TO EXCEED \$3,800,000; AND**

**B) THE PARKS DIRECTOR, OR THE PARKS DIRECTOR'S DESIGNEE, IS AUTHORIZED TO EXECUTE AMENDMENTS TO THE AGREEMENT TO MODIFY THE AGREEMENT'S TERMS AND/OR SERVICES, SO LONG AS THE MODIFIED TERM(S) AND/OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, the Coyote Point Recreation Area ("Coyote Point") is a 149-acre County owned and operated park that is located in the City of San Mateo and includes three playgrounds, a segment of the Bay Trail, a beach, picnic and reservation areas, lawns for free play, multiple launch points for water sports, walking trails, and a marina; and

**WHEREAS**, Coyote Point serves as both a local park and regional destination, hosting approximately 530,000 visitors a year, many of which are families and kids; and

**WHEREAS**, Coyote Point's most popular amenity, the Magic Mountain Playground, was constructed in 2006 and has reached the end of its useful life and requires replacement to ensure continued safety, accessibility, and functionality; and

**WHEREAS**, the Coyote Point Playground Replacement Project (“Project”) will provide a modern, safe, and inclusive playground that meets current safety standards and reflects community needs while also reflecting contemporary trends in playground designs, and meeting the Department’s goal of providing services most desired by the public; and

**WHEREAS**, in addition to replacing the playground structure, the Project includes improvements to the surrounding areas to enhance circulation, accessibility, and overall user experience; and

**WHEREAS**, to design and construct the Project, the Parks Department (the “Department”) elected to use the Design-Build delivery method pursuant to California Public Contract Code section 22160 *et seq.*, which allows for a streamlined project delivery process by integrating design and construction services under a single contract. This method promotes collaboration, cost certainty, and schedule efficiency; and

**WHEREAS**, the Department’s Design-Builder for the Project was selected through a publicly advertised Request for Qualifications process administered by the Department’s construction project manager, Capital Program Management, through which three respondents were shortlisted and invited to participate in a subsequent Request for Proposals process; and

**WHEREAS**, two shortlisted firms submitted formal proposals, which were reviewed and evaluated by a panel of Parks Department staff and management, and based on this evaluation McGuire and Hester was determined to be the most qualified and selected to perform the work for the Project; and

**WHEREAS**, based on the results of the above-described procurement process, the Department determined that McGuire and Hester was the firm most qualified, and recommends that this Board award a contract to McGuire and Hester (“Design-Builder”) to design and construct the Project; and

**WHEREAS**, pursuant to the proposed agreement, McGuire and Hester will be responsible for: (i) preparing conceptual, schematic, design development, and 100% construction documents consistent with the County’s project criteria; (ii) procuring all labor, materials, equipment, and supplies necessary to complete the Project; and (iii) demolishing the existing playground and constructing the new playground and related improvements in accordance with County-approved construction documents; and

**WHEREAS**, the agreement with Design-Builder is for the term of March 24, 2026 to December 18, 2026, in an amount not to exceed \$3,800,000, which includes \$220,015 for Preconstruction Stage Services, \$3,579,985 for Construction Stage Services, and \$200,000 in County-controlled construction contingency (such funds of which may only be used with prior County approval); and

**WHEREAS**, construction is anticipated to commence following completion of design and issuance of a Notice to Proceed, with Substantial Completion required within 237 calendar days of the Construction Stage Notice to Proceed; and

**WHEREAS**, this Board has been presented with a form of the proposed agreement, has examined and approved it as to both form and content, and desires to enter into it;

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that

1. The President of the Board of Supervisors is authorized and directed to execute an agreement with McGuire and Hester for the design and construction of the Coyote Point Playground Replacement Project, for the term of March 24, 2026 to December 18, 2026, in an amount not to exceed \$3,800,000; and

2. The Parks Director, or the Parks Director's designee, is authorized to execute amendments to the agreement to modify the agreement's terms and/or services, so long as the modified term(s) and/or services is/are within the current or revised fiscal provisions

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