

**AMENDMENT FOUR TO AGREEMENT 12000-23-D019  
BETWEEN THE COUNTY OF SAN MATEO AND  
BKF ENGINEERS**

THIS AMENDMENT TO THE AGREEMENT, entered into this 22<sup>nd</sup> day of April 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BKF Engineers, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement with BKF Engineers for the purpose of civil engineering and other related technical services on June 1, 2023, in the amount of \$50,0000; and

WHEREAS, the parties amended the Agreement to add scope of services to Exhibit A to include a continuation of preliminary services: Task 4: Design Development, Task 5: Construction Documents, Task 6: Bidding & Construction Support, Task 7: Pilarcitos Creek Floodplain Memo, Task 8: Sanitary Sewer Lift Design; and revised Exhibit B "Fee Schedule and Terms", and increased the contract value by \$316,000, for a new not to exceed amount of \$366,000; and

WHEREAS, the parties amended the Agreement to add scope of services to Exhibit A to include additional scope of services; Task 1: Supplementary Survey / Staking, Task 2: Boundary and Parcel Map Preparation, Task 3: Stone Pine Road Schematic design and Estimate, Task 4: Stone Pine Road Construction Documents, Task 5: Preliminary Site Renderings, Task 6: Additional Landscape Architect Scope, Task 7: Story Pole Installation, Task 8: Electrical Engineering Scope, and Sanitary Sewer Lift Station Design credit, and revised Exhibit B "Fee Schedule and Terms", and increase the contract value by \$61,000, for a new not to exceed amount of \$427,000; and

WHEREAS, the parties amended the Agreement to add the additional scope of services outlined in Proposal dated November 1, 2024, Electrical System Re-Design, Unit Grading & Utility Point of Connection, SWPPP Regulation Changes, and additional Construction Administration support, increasing the contract value by \$84,000, for a new not to exceed

amount of \$511,000.

WHEREAS, the parties wish to amend the Agreement to add additional services outlined in the proposal dated 3/5/2025, Story pole staking, topography survey, mapping revisions, monument sign, construction administration, reimbursables, and continued SWPPP QSD services in the amount not to exceed \$122,175, for a new contract value of \$633,175.

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

1. Section 3 "Payments" of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. 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 this Agreement exceed SIX HUNDRED THIRTY THOUSAND FIVE HUNDRED AND 00 DOLLARS (630,500.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts 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 this agreement.

Exhibit A "Services" is amended to include additional services:

2. **TASK 1: STORY POLE STAKING** **Fee: \$ 6,500**

This task includes work which has been previously completed by BKF outside of our original scope and budget. There was no initial budget for the staking of story poles at the site. The BKF survey team attended the project site twice to stake the story pole locations.

- TASK 2: SUPPLEMENTAL TOPOGRAPHIC SURVEY** **Fee: \$ 11,500**

This task includes work which has been previously completed by BKF outside of our original scope and budget. Our base proposal included survey in the turnaround at the end of Stone Pine Road, however, during the design and permitting process, additional traffic calming, striping and joint trench upgrades were required in Stone Pine Road. To support these design items, additional supplemental surveying was completed. These additional survey efforts were completed in June 2023, October 2023 and January 2024.

- TASK 3: ADDITIONAL PARCEL MAP REVISIONS** **Budget: \$ 15,000**

This task includes work which is currently being completed by BKF outside of our original scope and budget. The original parcel map fee was derived with no knowledge of required easements. The lots and easements have gone through multiple revisions. The original fee assumed 2 sheets of mapping where 6 have now been produced due to the complexity of the site. Our surveyors have attended the site and set monumentation/corners and this information was added to the final map before printing it to mylar and sending it to the City.

#### **TASK 4: MONUMENT SIGN**

**Budget: \$ 16,000**

##### **BKF Tasks**

1. BKF will assist with grading and siting the monument sign on the design drawings.
2. BKF will provide any additional specifications required for the bid documents.

##### **Landscape Subconsultant Tasks – Kikuchi + Kankel Design Group (KKDG)**

1. KKDG shall develop 2-3 conceptual design alternatives for the monument sign for review and consideration by the project team. Concepts will be "quick-pass" graphics for internal discussion, and may include contextual imagery and/or sketches to further communicate the design intent.
2. Obtain feedback from project team, refine sign concept per team input, and develop construction and bid documents.
3. Provide bid and construction administration services relating the monument sign, including bid/construction RFIs, submittal approval, and field review for conformance to the plans.
4. *Optional Task: KKDG shall develop a graphic, color-rendered plan and elevations of refined conceptual monument sign in an approved format for presentation at public hearings. KKDG shall attend and present proposed monument sign at one meeting of the Planning Commission, City Council, or other discretionary body for approval.*

Construction Contingency Administration will be held outside of the amendment and not part of the overall amendment increase. The County of San Mateo will release Construction Administration as change order if needed. Contractor agrees to provide time sheets for all the work hitting construction administration contingency.

#### **TASK 6: REIMBURSABLES**

**Budget: \$ 2,500**

This task allows budget for reimbursable expenses related to the surveying tasks including title reports, Data Tree services, mylar production, overnight delivery of final map etc.

*Approximately \$1,800 has already been spent on reimbursable expenses listed above.*

#### **TASK 7: ASR #03 ADDITIONAL CONSTRUCTION ADMIN SHORTFALL**

**Fee: \$ 66,000**

This task allows additional budget for BKF to provide construction support services outside of our original scope and budget. This is budget that was originally requested under ASR #03, however, this budget was excluded from the signed contract amendment.

*BKF has currently spent all of this fee.*

#### **TASK 8: SWPPP QSD SERVICES**

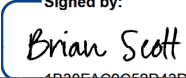
**Budget: \$ 2,000**

The SWPPP has been adjusted to allow for the additional construction schedule. QSD Numeric Action Level (NAL) Exceedance inspections and mitigation efforts have been required due to onsite discharges during rain events. We expect there will be some additional site visits required.

**All other terms and conditions of the agreement dated June 1, 2023, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**For Contractor: BKF ENGINEERS**

Signed by:		
	Apr-11-2025   14:18 PDT	Brian Scott
Contractor Signature	Date	Contractor Name (please print)

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**For County:**

COUNTY OF SAN MATEO



By: Resolution No. 081084  
President, Board of Supervisors, San Mateo County

Date: April 22, 2025

ATTEST: 

By:  
Clerk of Said Board