

**AMENDMENT NO. 2 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
BIGGS CARDOSA ASSOCIATES, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BIGGS CARDOSA ASSOCIATES, Inc., hereinafter called "Consultant", or "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 for engineering and environmental permitting services on November 20, 2012 for the Preventative Maintenance for Various County Bridges Project (Project); and

WHEREAS, the parties executed Amendment No. 1 to the Agreement on June 2, 2015, which extended the term through November 20, 2017 and increased the Agreement amount by \$61,020 to \$206,020; and

WHEREAS, the parties wish to amend the Agreement to add \$25,000 for a new not-to-exceed amount of \$231,020 and extend the term from November 20, 2017 to November 30, 2018.

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

1. Section 3 of the Agreement is amended to read as follows:  
In consideration of the services provided by the 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", and as incorporated herein by reference. The 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 TWO HUNDRED THIRTY ONE THOUSAND TWENTY and No/100 Dollars (\$231,020) for all specified tasks and any optional services as required by the County of San Mateo Director of Public Works, or his/her duly authorized designee.
2. Section 4, paragraph 1 of the Agreement is amended to read as follows:  
Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 20, 2012 through November 30, 2018.
3. Exhibit "C" in the Agreement is amended to include the attached Exhibit "A" (letter from Biggs Cardosa Associates, Inc. rev. 7/28/2017).
4. All other terms and conditions of the Agreement dated November 20, 2012 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 Consultant: Biggs Cardosa Associates, Inc.

  
\_\_\_\_\_  
Consultant Signature

8/7/17  
\_\_\_\_\_  
Date

ANTHONY P. NOTARO  
\_\_\_\_\_  
Consultant Name (please print)

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

**Revised July 28, 2017**  
Revised June 28, 2017  
June 6, 2017

County of San Mateo  
555 County Center, 5th Floor  
Redwood City, California 94063

Attention: Mr. Anthony Lum

Subject: Repair of Various County Bridges (Schedule "A" & "B")  
Construction Support Services

Dear Anthony:

Biggs Cardosa Associates, Inc. is pleased to submit the following proposal to provide Construction Support Services on the subject project.

The structural scope of work for Madera Lane, Stage Road & Alpine Road Bridge will include:

Task 1. Project Management/ Administration Services to include:

- Design Team management and administration
- Attend pre-construction meeting (1 meeting per construction contract assumed)
- Attend construction field meetings (up to 3 meetings between the 2 contracts assumed) upon request by the County
- Participate in monthly teleconference with Resident Engineer (up to 3 meetings between the 2 contracts assumed)

Task 2. Construction Support Engineering Services to include:

- Assist County Resident Engineer (RE) with responses to Contractor initiated Requests for Information (RFIs) related to structural and civil elements of work.
- Check structural material shop drawings and structural calculations to include:
  - Concrete, mortar and grout mix designs
  - Bar reinforcing steel shop drawings
  - Miscellaneous metal shop drawings
  - Certificates of Compliance for structural elements
- Assist RE with review of non-structural shop drawings as requested. This task assumes that the primary non-structural reviews will be performed by the RE and includes an allowance for providing support to the RE related to:
  - General civil traffic control and utility elements of work
- Assist RE with preparation of minor City requested Contract Change Orders (CCOs).
- Prepare Record Drawings from one consolidated master mark-up set of RE redline comments provided to Biggs Cardosa Associates.

Task 3. Bid Support Engineering Services to include:

- Assist County with preparation of Madera Lane Bridge bid package to facilitate rebidding of the Madera Lane Bridge as a separate construction contract from the Alpine Road/ Stage Road contract.
- Prepare one photo-ready set of updated PS&E documents to reflect Madera Lane bridge as a stand-alone contract including:
  - Repackaged Project Plans
  - Repackaged Project Specifications
  - Repackaged Engineer's Estimate of Probable Construction Costs

The following assumptions were made in preparing this scope of work:

- A. The County will assign a Resident Engineer (RE) to the project that will be responsible for day to day oversight of the City's Contractor.
- B. Work is limited to limited to major items of work only as outlined herein. Minor and construction management and administration elements will be reviewed/ by the RE.
- C. All shop drawing submittals and RFIs for Design Team review will be routed and coordinated through the RE to BCA.
- D. The RE will provide any necessary coordination with the affected utility companies, adjacent property owners or other outside entity affected by the work.
- E. Shop drawing reviews are provided for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. Consultants review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Consultant, of construction means, methods, techniques, sequences or procedures. Consultant's review of a specific item shall not indicate approval of an assembly of which the item is a component.
- F. Scope of work includes an allowance of \$1,500 for minor City requested Contract Change Orders. Actual costs could be higher or lower depending on proposed revisions.
- G. Construction inspection services are not included in the current scope of work. A proposal for these services can be provided by Biggs Cardosa Associates upon request.
- H. This proposal is based on the above assumptions. The actual costs could be lower or higher than the estimate depending upon the requested services and the Contractor's schedule. Our services will be provided on a time and materials basis.

Biggs Cardosa Associates, Inc. proposes to provide the Construction Support scope of services outlined in this proposal on a time and material basis, including expenses, as follows:

\$ 9,182	Construction Management/Administration (for Alpine, Stage & Madera)
\$ 5,609	Construction Support Services (for Alpine Stage & Madera)
\$ 2,235	Bid Support Services (for Madera Lane Bridge)
\$ 175	<u>Reimbursables</u>
\$ 17,201	Subtotal
\$ 7,799	<u>Miscellaneous Unforeseen Services (Subject to County Approval)</u>
\$ 25,000	Construction Support Services Total

Client agrees to limit the liability of consultant, its principals and employees, to client and to all contractors and subcontractors on the project, for any claim or action arising in tort or contract, to the sum of \$50,000 or consultant's fee, whichever is greater. However, if consultant's fee exceeds \$250,000, liability to the client and to all contractors and subcontractors shall not exceed \$250,000.

Please sign below and return to our office to authorize work to begin on this project. Should you have any questions, please do not hesitate to call

Sincerely,

BIGGS CARDOSA  
ASSOCIATES, INC.

AGREED TO BY: \_\_\_\_\_  
County of San Mateo

Anthony P. Notaro  
Associate

DATE: \_\_\_\_\_

# EXHIBIT "A", Consultant Budget and Fees For Amendment No. 2 7/28/2017

## Preventive Maintenance of Various County Bridges

### *Schedule "A" and Schedule "B"*

County of San Mateo

Summary of Combined Consultant Total Costs

Phase	BCA	BKF	Total
	Prime (Project Mgmt/ Structural)	Sub (Civil/ROW/ Survey/Utilities)	
CONSTRUCTION SUPPORT SERVICES			
1.0 PROJECT MANAGEMENT AND ADMINISTRATION			
1.1 Design Team Management and Administration	\$ 2,912	\$ -	\$2,912
1.2 Pre-Construction Meeting	\$ 1,152	\$ -	\$1,152
1.3 Construction Field Meetings	\$ 2,448	\$ 486	\$2,934
1.4 Monthly Teleconference with Resident Engineer	\$ 1,632	\$ 552	\$2,184
2.0 CONSTRUCTION SUPPORT ENGINEERING			
2.1 Request for Information	\$ 1,092	\$ 474	\$1,566
2.2 Structural Shop Drawings	\$ 1,092	\$ -	\$1,092
2.3 Non-Structural Shop Drawings	\$ -	\$ 324	\$324
2.4 Minor Contract Change Orders (CCOs) (Allowance)	\$ 928	\$ 534	\$1,462
2.5 Record Drawings	\$ 586	\$ 579	\$1,165
2.x Miscellaneous Unforeseen Services (Allowance)	\$ 7,799	\$ -	\$7,799
3.0 BID SUPPORT ENGINEERING			
3.1 Supplemental PS&E documents	\$ 1,382	\$ 853	\$2,235
Subtotal	\$21,023	\$3,802	\$24,825
REIMBURSABLES			
Plots	\$ 40	\$ -	\$40
Reproduction & Printing	\$ 60	\$ -	\$60
Travel	\$ -	\$ 50	\$50
Delivery Services	\$ 25	\$ -	\$25
	\$ -	\$ -	\$0
	\$ -	\$ -	\$0
Subtotal Reimbursables	\$125	\$50	\$175
Base Services Totals			
Subtotal Direct Labor (Dollars)	\$21,023	\$3,802	\$24,825
Subtotal Reimbursables	\$125	\$50	\$175
Project Total (Dollars)	\$21,148	\$3,852	\$25,000
	BCA	BKF	Total



# Preventive Maintenance of Various County Bridges

## Schedule "A" and Schedule "B"

County of San Mateo

Staff Person-Hour Breakdown: **Biggs Cardosa Associates, Inc. (Project Management/Structural)**

Phase	Principal	Associate	Senior Engineer	Project Engineer	Staff Engineer	Senior CAD Drafter	Secretarial		Total Hours	Total Dollars
Rate (\$/hr):	\$216	\$192	\$150	\$135	\$122	\$122	\$88			
<b>CONSTRUCTION SUPPORT SERVICES</b>										
<b>1.0 PROJECT MANAGEMENT AND ADMINISTRATION</b>										
1.1 Design Team Management and Administration	2	12	0	0	0	0	2	0	16	\$2,912
1.2 Pre-Construction Meeting (Total 2)	0	6	0	0	0	0	0	0	6	\$1,152
1.3 Construction Field Meetings (Maximum 3)	0	0	9	0	9	0	0	0	18	\$2,448
1.4 Monthly Teleconference with Resident Engineer (Maximum 3)	0	0	6	0	6	0	0	0	12	\$1,632
<b>2.0 CONSTRUCTION SUPPORT ENGINEERING</b>										
2.1 Request for Information	0	1	6	0	0	0	0	0	7	\$1,092
2.2 Structural Shop Drawings	0	1	6	0	0	0	0	0	7	\$1,092
2.3 Non-Structural Shop Drawings	0	0	0	0	0	0	0	0	0	\$0
2.4 Minor Contract Change Orders (CCOs) (Allowance)	0	2	2	0	0	2	0	0	6	\$928
2.5 Record Drawings	0	1	1	0	0	2	0	0	4	\$586
2.x Miscellaneous Unforeseen Services (Allowance)										\$7,799
<b>3.0 BID SUPPORT ENGINEERING</b>										
3.1 Supplemental PS&E documents	1	2	3	0	0	2	1	0	9	\$1,382
Subtotal (hr)	3	25	33	0	15	6	3	0	85	
Subtotal (\$)	\$648	\$4,800	\$4,950	\$0	\$1,830	\$732	\$264	\$0		\$21,023
<b>Reimbursables</b>										
Plots										\$40
Reproduction & Printing										\$60
Travel										\$0
Delivery Services										\$25
										\$0
Subtotal Reimbursables (\$)										\$125
<b>Base Services Totals</b>										
Total Hours	3	25	33	0	15	6	3	0	85	
Total Dollars	\$648	\$4,800	\$4,950	\$0	\$1,830	\$732	\$264	\$0		\$13,224
Subtotal Reimbursables										\$125
<b>Project Total (Dollars)</b>										<b>\$13,349</b>

Staff Person-Hour Breakdown: Biggs Cardosa Associates, Inc. (Project Management/Structural)

# Preventive Maintenance of Various County Bridges

Schedule "A" and Schedule "B"

County of San Mateo

Staff Person-Hour Breakdown: Biggs Cardosa Associates, Inc. (Project Management/Structural)

Phase	Associate	Project Manager	Eng/ Surveyor III	Eng/ Surveyor II	Eng/ Surveyor I	Tech/ Drafter	Clerical/ Project Assistant		Total Hours	Total Dollars
Rate (\$/hr):	\$200	\$190	\$162	\$142	\$124	\$139	\$77			
CONSTRUCTION SUPPORT SERVICES										
1.0 PROJECT MANAGEMENT AND ADMINISTRATION										
1.1 Design Team Management and Administration	0	0	0	0	0	0	0	0	0	\$0
1.2 Pre-Construction Meeting	0	0	0	0	0	0	0	0	0	\$0
1.3 Construction Field Meetings (Maximum 1)	0	0	3	0	0	0	0	0	3	\$486
1.4 Monthly Teleconference with Resident Engineer (Maximum 1)	1	1	1	0	0	0	0	0	3	\$552
2.0 CONSTRUCTION SUPPORT ENGINEERING										
2.1 Request for Information	0	1	0	2	0	0	0	0	3	\$474
2.2 Structural Shop Drawings	0	0	0	0	0	0	0	0	0	\$0
2.3 Non-Structural Shop Drawings	0	0	2	0	0	0	0	0	2	\$324
2.4 Minor Contract Change Orders (CCOs) (Allowance)	0	0	1	0	3	0	0	0	4	\$534
2.5 Record Drawings	0	0	1	0	0	3	0	0	4	\$579
2.x Miscellaneous Unforeseen Services (Allowance)										\$0
3.0 BID SUPPORT ENGINEERING										
3.1 Supplemental PS&E documents	1	1	2	0	0	1	0	0	5	\$853
Subtotal (hr)	2	3	10	2	3	4	0	0	24	
Subtotal (\$)	\$400	\$570	\$1,620	\$284	\$372	\$556	\$0	\$0		\$3,802
Reimbursables										
Plots										\$0
Reproduction & Printing										\$0
Travel										\$50
Delivery Services										\$0
										\$0
Subtotal Reimbursables (\$)										\$50
Base Services Totals										
Total Hours	2	3	10	2	3	4	0	0	24	
Total Dollars	\$400	\$570	\$1,620	\$284	\$372	\$556	\$0	\$0		\$3,802
Subtotal Reimbursables										\$50
Project Total (Dollars)										\$3,852

Staff Person-Hour Breakdown: Biggs Cardosa Associates, Inc. (Project Management/Structural)