

**FOURTH AMENDMENT TO THE
AGREEMENT BETWEEN THE
COUNTY OF SAN MATEO AND BKF
ENGINEERS**

THIS FOURTH AMENDMENT TO THE AGREEMENT, entered into this 23rd day of February, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BKF Engineers, hereinafter called "Contractor";

WITNESSETH:

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 services to complete Phase 2 of the Midcoast Multimodal Trail (Segment 1) aka (Parallel Trail) Project on February 14, 2017 in the amount of \$450,000 and with a term of February 14, 2017 through April 30, 2018;

WHEREAS, on February 27, 2018, the parties amended the Agreement to add new tasks to the scope of work, increased the budget by \$62,400, for a total contract amount (at that time) of \$512,400, and extended the term to December 31, 2018; and

WHEREAS, on March 26, 2019, the parties further amended the Agreement to add new tasks to the scope of work, increase the budget by \$83,050, for a total contract amount not-to-exceed \$595,450, and extending the term to December 31, 2019; and

WHEREAS, on March 19,2020, the parties further amended the Agreement to extend the term to December 31, 2020; and

WHEREAS, the parties wish to further amend the Agreement to add new tasks to the scope of work, increase the budget by \$179,785 for a total contract amount not-to-exceed \$775,235, and to extend the term through December 31, 2022.

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

1. Description of project name to include aka Parallel Trail.

2. Section 3, Payments, of the Agreement is amended to read as follows:

In no event shall County's total fiscal obligation under this Agreement exceed \$775,235 (Seven Hundred Seventy-Five Thousand, Two Hundred Thirty-Five Dollars).

3. Section 4, Term, 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 February 14, 2017 through December 31, 2022.

4. Original Exhibit A is amended to incorporate Exhibit A-3 in its entirety, as attached to this Amendment.

5. The third paragraph of Exhibit B is amended to read as follows:

In no case shall the total amount payable under this Agreement for the work indicated in attached Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3 exceed \$775,235 without prior written consent of County in the form of an amendment to this Agreement.

6. Original Exhibit B is amended to incorporate Exhibit B-1 in its entirety, as attached to this Amendment.

7. **All other terms and conditions of the agreement dated February 14, 2017, 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**

_____	2-1-2021	Brian Scott, Principal/Vice President BKF Engineers
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

**EXHIBIT A-3
BKF ENGINEERS**

**MIDCOAST MULTIMODAL TRAIL aka PARALLEL TRAIL
REVISIONS TO SCOPE OF WORK**

A. ADDITIONS TO AND CONTINUATIONS OF SCOPE OF WORK

1. Finalize Plans, Specifications, & Estimates:

Final Design

The Contractor (also referred to as “BKF”) and its sub-consultants (the “consultant team”) will prepare the final PS&E package designed to Caltrans and County standards. The construction plans will include the following:

- Title Sheet
- Typical Sections (1)
- Layout Sheets (4)
- Plan and Profile Sheets (7)
- Signing and Striping Sheets (4)
- Construction Details (2)
- Erosion Control Plan (4)
- General Plan – Bridge
- Foundation Plan
- Abutment Details
- General Plan – Retaining Wall
- Retaining Wall Details
- Pedestrian Railing Details
- Vehicular Barrier Details
- Structural Specifications
- Landscape Details including bollard lighting and project entry signage (2)

Technical specifications will be prepared and coordinated with County standards.

Deliverables:

- a) Final (100%) PS&E (including hard copies and electronic CAD, Word, and Excel files)*

2. Caltrans Encroachment Permit

Coordination with Caltrans

The Contractor will coordinate with Caltrans to obtain the necessary Encroachment Permit for the project prior to beginning construction.

Deliverables:

a) *Caltrans Encroachment Permit*

3. Lead Compliance Plan:

Lead Compliance Plan

The Contractor and its sub-consultants will develop a Lead Compliance Plan as required by Caltrans for submittal of Final Plans, Specifications, and Estimates.

Deliverables:

a) *Lead Compliance Plan*

4. Bid and Construction Support Services:

Bid Phase Services

The Contractor will attend pre-construction meeting and respond to any pre-bid questions.

Construction Support Services

When the construction contract is awarded, the Contractor will review submittals and Request for Information (RFIs) from the construction contractor. The Contractor will attend field and virtual meetings on an as needed basis during construction and respond to design related issues that may come up including possibly design changes required due to either constructability or differing site conditions. The Contractor will develop drawings and/or exhibits for any Construction Change Orders (CCOs).

Project Completion Phase Services

After construction, the Contractor will develop As-built Drawings (or Record Drawings) to document any changes from the original Plans.

Deliverables:

- a) *Drawings and/or exhibits for any CCOs.*
- b) *As-built Drawings upon completion of construction.*

