



County of San Mateo

Contract Amendment Coversheet and Contract Amendment for >\$200K

CONTRACT SUMMARY

Contract No:	Contractor Name:	Amendment No:
84700-23-D011	BKF Engineers	01

THE AGREEMENT HAS CHANGED AS FOLLOWS:

Agreement Amount			
Original Amount:	\$50,000		
Amendment 1 Amount:	316,000		
Current Amount:	Addition or Reduction:	New Total:	
\$50,000	\$316,000	\$366,000	
Agreement Term			
Original Start Date:	6/1/2023	Original End Term:	6/1/2025
Amendment 1 Start Date:	7/11/2023	Amendment 1 End Date:	6/1/2025

Paragraph Changes:

Paragraph 3	Payments
Exhibit A	Services
Exhibit B	Fee Schedule and Terms

**AMENDMENT 01 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
BKF ENGINEERS**

THIS AMENDMENT TO THE AGREEMENT, entered into this 11th day of July 2023, 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, on 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 \$50,000; and

WHEREAS, the parties wish to amend the Agreement to add scope of services to Exhibit A to include a continue 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 revise Exhibit B "Fee Schedule and Terms", and increase the contract value by \$316,000 for a new not to exceed amount of \$366,000.

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 exceeds THREE HUNDRED SIXTY-SIX THOUSAND DOLLARS (\$366,000) 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.

2. Exhibit A “Services” is amended to include a continuation of preliminary services outlined in the schematic design proposal as shown in the original agreement and additional scope of work requested:

TASK 4: DESIGN DEVELOPMENT

1. Coordination: Upon City and County preliminary approval, BKF will take ownership of the digital site plan layout and geometrics. Contractor will coordinate with the team and verify that the proposed plan conforms to existing conditions, boundary, and site constraints. Contractor will coordinate site utility services with the proposed building connection points at each unit and along proposed streets. BKF will verify, based on the available record information, if there are any identifiable conflicts between proposed and existing improvements. Contractor will determine during this phase if any additional survey is needed to facilitate the design process.

2. Agency Coordination: BKF and subconsultant team will handle early coordination in conjunction with CPM with the following agencies providing services to the project site. Contractor coordination to occur within the Design Development stage of the project to expedite review and approvals:

BKF’s Coordination with Utility Companies

Pacific Gas and Electric (PGE): Our joint trench sub-consultant will coordinate directly with PGE, prepare, and submit Form B based on loads provided by the client/owner. They will also coordinate and submit the application for Temp Power to serve the site if required.

Coastside County Water District (CCWD): Coordinate with CCWD to review proposed tie-in for new water serving the project site and establish requirements for system looping, installation of blow-off valves and necessary easements which may be required for a new Service Agreement with CCWD.

Sewer Authority Mid-Coastside (SAM): Coordinate with SAM to review existing sanitary facilities and proposed sanitary sewer tie-in locations and proposed sewer alignment through the project site.

Coastside Fire Protection District (CFPD): Coordinate with CFPD to review proposed fire lane through the project site, signage requirements, fire-water availability, and proposed hydrant locations.

Republic Services, Inc: Provide design support and coordination with Republic Services on the location and geometry to solid waste storage throughout the new development.

3. Drawings: Based on the approved site plan as developed by the owner, Contractor and team will prepare a set of drawings at the Design Development level of detail which are suitable for Coastal Development Permit approval at the City. The summary of anticipated design drawings is provided below:

Civil Design Drawings

Title Sheet, Notes, Legend & Abbreviations, Index Existing Conditions (20 scale) 2 sheets
Site Demolition Plans (20 scale) 2 sheets
Civil Site Plan (20 scale) 2 sheets
Grading Plan (20 scale) 2 sheets
Grading Sections 2 sheets
Utility Plan (20 scale) 2 sheets
Stormwater Control Plan (30 scale) 1 sheet
Fire Access Plan (30 scale) 1 sheet
Erosion and Sediment Control Plans (30 scale) 1 sheet
Typical Lot Layout, Grading, and Utilities 4 sheets
(10 scale) Construction Details 2 sheets

Landscape Design Drawings

Notes, Legend & Abbreviations, Index 1 sheet
Landscape Site Plan (20 scale) 2 sheets
Landscape Materials Plan (20 scale) 2 sheets
Landscape Planting Plan (20 scale) 2 sheets
Landscape Details 1 sheet

Electrical Design Drawings

Notes, Legend & Abbreviations, Index 1 sheet
Site Plan – Composite Electrical (20 scale) 2 sheets
Site Plan – Lighting (20 scale) 2 sheets
Electrical Details 1 sheet

4. Earthwork Quantity Calculations: Contractor will update earthwork calculations to verify gross cut and fill quantities for the site. The revised grading design will attempt to balance cut and fill. Earthwork calculations will be prepared using AutoCAD Civil3d surface modelling, which can be made available to the team as needed.

5. Fire Flow Calculations: BKF will reach out to the water agency serving the project site and order fire hydrant flow testing on behalf of the project owner (fees to be paid by owner). Where existing flow data is available from recent testing or agency modelling, it may be utilized in lieu of updated hydrant tests at the County's discretion. BKF will review flow test results and prepare calculations to demonstrate minimum residual flow and pressure requirements are achievable to serve the development's domestic and fire water demands.

6. Preliminary Stormwater Management Plan: BKF will prepare a preliminary design level storm drain memo describing the existing stormwater conditions, project LID strategies, programming, and operations intent. The report will include impervious/pervious calculations, tributary drainage areas, storm outfall flows, rainwater harvesting justification, and hydromodification analysis (BAHM). BKF will also complete the City of Half Moon Bay C.3 and C.6 Development Review Checklist.

7. Opinion of Probable Cost: BKF will prepare an Engineer's Estimate for the probable cost of constructing the site improvements for the project, based on the above DD phase drawings. The estimate will break down individual elements to line-item quantities and unit costs. We will also coordinate with other estimators which may be assisting with the project.

8. Technical Specifications: BKF will prepare Division 2 technical specifications for the civil, landscape, and joint trench related work prepared as part of the Construction Document phase.

9. Submittals: BKF will provide submittals at the 30% and 100% level of completion. Contractor anticipates that the 30% set of plans will be utilized for City of Half Moon Bay intake and staff report generation and scheduling for a public hearing associated with a Coastal Development Permit (CDP). Contractor expects the 100% level submittal will be delivered concurrently with approval of the CDP and may be utilized for pre-bid and rough grading packages.

10. Meetings: (included in Contractor's proposal) Contractor has will attend bi-weekly meetings with the County during the Design Development phase, during which time BKF will provide design team updates and take notes on action items to be disseminated to the rest of our team. BKF sub-consultants may be invited to select meetings at Contractor's discretion or the request of the County.

11. Public Hearings: Contractor has included (in their proposal) for the attendance and preparation of one public hearing associated with the project during the Design Development stage, which will be for review and approval of the project's Planning Permit and Coastal Development Permit with the City of Half Moon Bay. Additional need of attendance to other public meetings will be negotiated between the County and the Contractor.

TASK 5: CONSTRUCTION DOCUMENTS

1. Site Plan: At the completion and acceptance by the County of San Mateo of the Design Development phase, the site plan may be considered final. The Contractor may be required to make minor alterations. Significant changes may necessitate additional negotiation of design budget.

2. Coordination: Based on the comments received during Design Development, BKF

will prepare construction documents for the Site Improvements within the project site. BKF will continue to coordinate utility systems, hardscape, landscape and site grading with the team and owner, and direct the rest of the design team.

3. **Construction Document Drawings:** The design team will incorporate any comments or revisions provided upon completion of the Design Development stage of the project and add additional details and information required for bidding and issuance for construction. Construction Document drawing set will include the following general sheets:

Civil Design Drawings

Title Sheet, Notes, Legend & Abbreviations, Index 2 sheets
Existing Conditions (20 scale) 2 sheets
Site Demolition Plans (20 scale) 2 sheets
Civil Site Plan (20 scale) 2 sheets
Grading Plan (20 scale) 2 sheets
Grading Sections/Profiles (20 scale) 2 sheets
Utility Plan & Profile (20 scale) 4 sheets
Stormwater Control Plan (30 scale) 1 sheet
Fire Access Plan (30 scale) 1 sheet
Erosion and Sediment Control Plans (30 scale) 2 sheets
Typical Lot Layout, Grading, and Utilities (10 scale) 4 sheets
Construction Details 3 sheets

Landscape Design Drawings

Notes, Legend & Abbreviations, Index 1 sheet
Landscape Site Plan (20 scale) 2 sheets
Enlarged Site Plans (10 scale) 2 sheets
Landscape Materials Plan (20 scale) 2 sheets
Landscape Planting Plan (20 scale) 2 sheets
Landscape Irrigation Plan (20 scale) 2 sheets
Landscape Irrigation Notes 2 sheets
Landscape Details 3 sheets

Electrical Design Drawings

Notes, Legend & Abbreviations, Index 1 sheet
Luminaire Schedule 1 sheet
Site Plan – Composite Electrical (20 scale) 2 sheets
Site Plan – Lighting (20 scale) 2 sheets
Site Plan – Photometrics (20 scale) 2 sheets
Electrical Details 2 sheets

4. **Earthwork Quantity Calculations:** BKF will update earthwork quantity calculations to verify gross cut and fill quantities for the site. The grading design will

attempt to balance cut and fill. Earthwork calculations will be prepared using AutoCAD Civil3d surface modelling, which can be made available to the design team as needed.

5. Final Stormwater Management Plan: BKF will prepare a CD design level storm drain report describing the existing stormwater conditions, project LID strategies, programming, and operations intent. The report will include impervious/pervious calculations, tributary drainage areas, storm outfall flows, rainwater harvesting justification, and hydromodification analysis (BAHM). BKF will perform hydrologic/hydraulic calculations and model for peak stormwater runoff based on City requirements. BKF will also complete the San Mateo County C.3 and C.6 Development Review Checklist.

6. Opinion of Probable Cost: BKF will prepare an Engineer's Estimate for the probable cost of constructing the site improvements for the project, based on the CD phase drawings. The estimate will break down individual elements to line-item quantities and unit costs. BKF will coordinate with other estimators assisting with the project.

7. Technical Specifications: BKF will prepare Division 2 technical specifications for the civil, landscape, and joint trench related work prepared as part of the Construction Document phase.

8. Stormwater Pollution Prevention Plan (SWPPP/QSD): BKF will act as the Qualified SWPPP Developer (QSD) for the project and prepare the project SWPPP documentation. We have assumed that the project will fall under the Risk Level 2 category. As part of preparing the SWPPP, BKF will assist the project team in setting up the SMARTS website for the project, coordinating required SWPPP signatures and information related to the contractor and Qualified SWPPP Practitioner (QSP), filling out and submitting the NOI, and uploading the project SWPPP to the SMARTS website. In addition, the SWPPP will incorporate the erosion control plans prepared as part of the improvement plans. The projects contractor and the QSP will be responsible for maintaining and documenting the SWPPP throughout construction.

9. Submittals & Plan Check Comments: BKF will provide Construction Document submittals at the 50%, 100% level of completion for submittal to the city. BKF has planned for response to (3) rounds of plan check comments during the CD phase.

10. Meetings: BKF will attend bi-weekly meetings with the County during the Construction Document phase, during which time BKF will provide design team updates and take notes on action items to be disseminated to the rest of our team. Sub-consultants may be invited to select meetings at BKF's discretion or the request of the County.

TASK 6. BIDDING & CONSTRUCTION SUPPORT

- 1. Bidding Assistance:** BKF will aid the County of San Mateo with the project bidding process. This includes attending a pre-bid meeting, answering questions during the bidding period, and attending a pre-construction meeting.
- 2. Bid Addendum:** BKF will provide one formal response to Requests for Clarification during the bidding phase and have budgeted for issuance of one Bid Addendum drawing set.
- 3. Site Observation Visits:** BKF will provide (initial) assistance with construction administration during construction which BKF would bill against on a time and materials basis for the subtasks listed below. BKF will include regular updates on contractors budget for these services throughout the course of construction via monthly invoices and will advise the County if additional construction support is needed and the cost for the additional services.
- 4. Requests for Information (RFIs):** BKF will respond in a timely manner within 5 business days and in writing to written requests for information (RFI's) associated with design items. BKF will coordinate with our design team as needed for non-civil RFIs.
- 5. Contractor Submittals:** BKF (and sub-consultant team) will review contractor submittals based on a defined submittal review process administered by the project construction manager.
- 6. Final Punch List:** BKF will provide the Final Punch List within 30 days upon end of construction. Contractor will provide one initial trip to review the site for preparation of the Punch List, and one additional trip to review the corrected improvements.
- 7. Site Meetings:** Contractor will attend weekly site construction meetings during construction, based on the project schedule provided.
- 8. Record Drawings:** Contractor will provide final record drawings for each increment of the project showing changes that were made during construction, based on information provided by the contractor and construction manager. BKF will not field verify notations received.

OPTIONAL ADDITIONAL SERVICES ACCEPTED

TASK 7. PILARCITOS CREEK FLOODPLAIN MEMO

Results of BKF modeling scope covered in our Schematic Design phase of work will be presented as a brief Technical Memorandum which will be included as an Appendix in our stormwater report.

TASK 8. SANITARY SEWER LIFT DESIGN

BKF's preliminary assessment of the site indicates that the project's sanitary sewer system could likely be designed as a gravity sewer main through the development meeting Half Moon Bay and SAM standards. Should updates to the site plan or other site constraints prohibit a fully gravity sewer main, BKF will incorporate as an additional scope item, Construction Documents for a Sanitary Sewer Lift Station. Construction Documents would be developed in tandem with the rest of the project design drawings (SDs, DDs, CDs, etc.) and include the following elements:

- **Civil Site Plan and Lift Station Detailing:** including Backup Power (Diesel Generator), Utility Lighting, Hose Bib, and force main routing.
- **Sewer Pump Design Calculations:** verify inflow outflow based on sewer demands, pump and system curves.
- **Primary Electrical Service Extension:** including transformer and termination structure and PGE coordination. We anticipate the lift station would be provided with three-phase power supply.
- **Electrical Engineering Design:** Site Plan, Load Calculations, Line Diagram, Generator and Transfer Switch Design and Detailing
- **Draft Emergency Spill Response Plan:** Lift Station Operation Manual and Spill Response Plans, generally meeting California Water Board requirements.

TASK 9. EASEMENT PLATS BKF anticipates at least two easement plats may be required for the project:

- **CCWD Easement** – within this Task BKF will provide one (1) plat map and legal description for a new easement to CCWD. Easement limits are to be determined but BKF expects it may follow the alignment of a looped public water main through the site.
- **PGE Easement** – within this Task BKF will provide for one (1) plat map and legal description for a new easement to PGE. Easement limits are to be determined but BKF expects it may follow the alignment of the proposed primary service extension into the site from Stone Pine Road and include areas for new transformer and switchgear to serve the project.

3. Exhibit B "Fee Schedule and Terms" is amended to include a continuation of preliminary services outlined in the schematic design proposal as indicated in the original agreement:


Task	Description	Budget BKF	Budget Subs
Scope of Services			
4	Design Development Phase	\$43,000	\$47,000
5	Construction Document Phase	\$60,000	\$68,000
6	Bidding and Construction Support	\$40,000	\$22,000
	Total Budget	\$143,000	\$137,000

Task	Description	Budget
Optional Additional Services		
7	Pilarcitos Creek Floodplain Memo	\$5,000
8	Sanitary Sewer Lift Station Design	\$25,000
9	Easement Plats	\$6,000

4. 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

<p>DocuSigned by:  <small>1B30FAC9C52D43D...</small></p> <hr/> <p>Contractor Signature</p>	<p>Jun-27-2023 08:22 PDT</p> <hr/> <p>Date</p>	<p>Brian Scott</p> <hr/> <p>Contractor Name (please print)</p>
---	--	--



For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board