

**THIRD AMENDMENT TO AGREEMENT NO. 39000-22-R076842
BETWEEN THE COUNTY OF SAN MATEO AND CSW STUBER STROEH ENGINEERING GROUP
INC. TO AUTHORIZE MODIFICATIONS TO THE AGREEMENT**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this 12th day of September, 2023, is by and between the County of San Mateo, a political subdivision of the State of California, hereinafter called "County," and CSW Stuber Stroeh Engineering Group, Inc., hereinafter called "Contractor". When referenced together hereinafter, the entities are collectively referred to as "Parties".

W I T N E S S E I 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, as authorized by County Board Resolution No. 076842, on or about August 6, 2019, the Parties entered into Agreement No. 39000-20-R076842 (the "Agreement") by which Contractor agreed to provide services of preparing plans, designs, environmental documents, and permit applications for potential coastal public access improvements and natural resource protection (the "Project") at the Tunitas Creek Beach Property (the "Property"), for the term of August 6, 2019, through August 6, 2022, in the amount not-to-exceed \$939,470; and

WHEREAS, consistent with the authority granted to the Parks Department by the County's Board of Supervisors through Board Resolution No. 076842, on or about March 9, 2020, the Parties entered into the First Amendment to the Agreement to increase the maximum compensation paid by the County to Contractor under the Agreement by \$10,400, to a not-to-exceed amount of \$949,870; and

WHEREAS, as authorized by Board Resolution No. 079011, on or about June 28, 2022, the Parties entered into the Second Amendment to the Agreement: (1) to revise the Scope of Work to include additional services to the Project; (2) to increase the maximum compensation paid by the County to Contractor under the Agreement by \$166,000, to a not-to-exceed amount of \$1,115,870; and (3) to extend the term of the Agreement an additional fourteen (14) months to December 31, 2023; and

WHEREAS, on or about June 15, 2023, the County and CSW|ST2 discussed the need to expand the Agreement’s Scope of Work to include additional engineering services required to complete the Project, including: (1) additional pre-construction services in order to ensure construction complies with the design intent as proposed by CSW|ST2 and (2) the provision of geotechnical and environmental consulting services during the construction phase; and

WHEREAS, in order to add these additional services, the Parties desire to enter into a Third Amendment to the Agreement: (1) to revise the Agreement’s Scope of Work to include the additional services to the Project as described above; (2) to increase the maximum compensation paid by the County to Contractor under the Agreement by \$264,000, to a not-to-exceed amount of \$1,379,870; and (3) to extend the term of the Agreement an additional year to December 31, 2024;

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

1. Section 3 (“Payment”) of the Agreement, as amended, is amended to read as follows:

In no event shall County’s total fiscal obligation under this Agreement exceed ONE MILLION THREE HUNDRED SEVENTY-NINE THOUSAND EIGHT HUNDRED AND SEVENTY DOLLARS (\$1,379,870).

2. Section 4 (“Term”) of the Agreement, as amended, is replaced in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 6, 1019, through December 31, 2024.

3. The “Scope of Services” in Exhibit “A” of the Agreement, as amended, is amended to add the following:

6.4 Specialized Geotechnical Services and Environmental Services

Contractor shall provide on-call specialized geotechnical and environmental services to support construction

4. Exhibit “B” (“Payments and Rates”) of the Agreement, as amended, is amended to add the following:

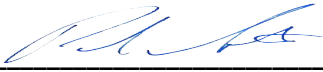
| | |
|---|---------------------|
| Task A: Pre Construction Support Phase | \$177,000.00 |
| CSW ST2 | \$132,000.00 |
| WRT | \$45,000.00 |
| Task B: Construction Support Services | \$87,000.00 |
| CSW ST2 | \$38,000.00 |
| WRT | \$31,000.00 |
| Cal Engineering | \$8,000.00 |
| LSA | \$10,000.00 |
| Total Requested Value: | \$264,000.00 |

| <u>Task</u> | <u>Task Title</u> | <u>Coastal Conservancy Grant</u> | <u>Budget Modification Related to Amendment #2</u> | <u>Invoiced to Date</u> | <u>Requested Budget Modification Related to Amendment 3</u> | <u>Total Budget Related to Amendment 3</u> |
|--------------|--|----------------------------------|--|-------------------------|---|--|
| 1 | Opportunities and Constraints Assessment | \$101,820 | \$100,145 | \$100,145 | \$0 | \$100,145 |
| 2 | Alternatives Analysis | \$280,340 | \$278,235 | \$278,235 | \$0 | \$278,235 |
| 3 | Schematic Design | \$159,030 | \$148,258 | \$151,389 | \$3,131 | \$151,389 |
| 4 | Environmental Review & Permitting | \$88,510 | \$58,510 | \$39,819 | \$0 | \$58,510 |
| 5 | Final Design | \$223,340 | \$433,893 | \$401,105 | \$173,869 | \$607,761 |
| 6 | Bidding and Construction Support | \$83,330 | \$83,330 | \$0 | \$87,000 | \$170,330 |
| 7 | Other Consultant Expenses | \$13,500 | \$13,500 | \$9,635 | \$0 | \$13,500 |
| 8 | Grant Management | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | | \$949,870 | \$1,115,870 | \$980,328 | \$264,000 | \$1,379,870 |

5. All other terms and conditions of the Agreement between County and Contractor dated August 6, 2019, except as amended by the First Amendment to this Agreement, the Second Amendment to the Agreement, and/or this Third Amendment to the Agreement, 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: [CSW STUBER STROEH ENGINEERING GROUP, INC.]



Contractor Signature

08/23/2023
Date

Robert Stevens
Contractor Name (please print)



For County:

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board