

**AMENDMENT THREE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
BAY AREA GEOTECHNICAL GROUP**

THIS AMENDMENT TO THE AGREEMENT, entered into this 11th day of March 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Bay Area Geotechnical Group, 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; and

WHEREAS, the parties entered into an Agreement with Bay Area Geotechnical Group (BAGG) for on call geotechnical consulting and material testing services in the amount not to exceed of \$32,125 on July 11, 2023; and

WHEREAS, the parties amended the Agreement to extend the term of the agreement through June 30, 2025; and

WHEREAS, the parties wish to amend the contract to include additional observation and testing services for PG&E delays, inclement water, soil processing, laboratory testing of imported fill types, environmental soil sampling and analytical testing, and remedial soil grading. The total cost of the additional efforts requested by Bay Area Geotechnical Group is \$214,00 for a new not to exceed maximum fiscal obligation of \$355,185.

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

1. Section 3 "Payment" 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 TWO HUNDRED FOURTEEN THOUSAND AND ZERO DOLLARS (\$214,000). 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.

All other terms and conditions of the agreement dated June 30, 2023, between the County and Contractor shall remain in full force and effect.

Exhibit A

Updated to include:

In consideration of payments set forth in Exhibit B, BAGG Engineers (Contractor) shall provide the additional requested services through project completion:

1. Observation & Testing Services for PG&E Permitting Delays
2. Observation & Testing During Inclement Weather
3. Observation & Monitoring for Soil Processing Import of Soil
4. Laboratory Testing of Imported Fill Types
5. Environmental Soil Sampling & Analytical Testing of Imported Fill Soil
6. Observation & Testing for Remedial Soil Grading

Exhibit B

Updated as follows:

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms BAGG Engineers will perform these services based on the proposed hourly billable rates and estimated of hours to complete the tasks. Contractor can transfer budget funds within the scope of work detailed below with written advisory to the County’s project management team. Contractor will submit monthly invoices to the County of San Mateo. The total not to exceed amount of this contract is \$355,185.

UPDATED SCOPE OF SERVICES & FEE MATRIX

Project: Stone Pine Cove Farmworker Housing Project
 BAGG Job No.: COUSM-23-03 Ammendment to Contract #2 (Time & Expense) Date: 1/7/2025
 Client: Capital Program Management, Inc

Prevailing Wage Project
 Hourly Rate--Soils Inspector \$150.00 2 hour minimum
 Mileage \$0.00 per trip

Geotechnical Observation and Testing Budget

Item	Number of Trips	Hours or Units	Total time	Rate	unit	Fee
Field Observation & Testing (Excavation & Grading Observation)	60	8	480	\$150.00	hr.	\$72,000.00
Field Density Testing (Subgrade Soil)	20	8	160	\$150.00	hr.	\$24,000.00
Field Density Testing (Aggregate Baserock)	10	8	80	\$150.00	hr.	\$12,000.00
Field Density Testing (Trench Backfill)	10	8	80	\$150.00	hr.	\$12,000.00
Project Engineer (Previous)			93	\$180.00	hr.	\$16,740.00
Supervisory Engineer (Previous)			10	\$250.00	hr.	\$2,500.00
Drafting (Previous)			20	\$100.00	hr.	\$2,000.00
Meetings	20	2	40	\$180.00	hr.	\$7,200.00
Overtime	12	8	96	\$225.00	hr.	\$21,600.00
Sample Pickup	5	2	10	\$150.00	hr.	\$1,500.00
Mileage to jobsite (No Charge)				\$0.00	trip	\$0.00
Nuclear Density Gauge	60	4	240	\$20.00	trip	\$4,800.00
Subtotal of Geotechnical Observation & Testing (1)						\$176,340.00

Laboratory Testing

	Sets	Samples	Rate	Unit	Fee
Laboratory Compaction Curve (ASTM D1557)	9	9	\$350.00	each	\$3,150.00
Subtotal of Laboratory Testing (2)					\$3,150.00

Reports and Project Management

	Units	Rate		Fee
Project Management, Review & Supervision (in hours)	70	\$180.00	hr.	\$12,600.00
Subtotal of Reports, Project Management and Engineering (3)				\$12,600.00
Estimated Total Inspection and Testing Budget (1+2+3)				\$192,090.00

Add Alternate

Environmental Soil Sampling and Analytical Testing	Lump Sum Proposal #1 (Already Done)	\$22,014.60
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County shall process Contractor invoice upon receipt of approved invoice in the County’s Accounting Department. A written itemized invoice identifying the Agreement number, location of work, specific work completed, and breakdown of charges must be provided along with any documentation verifying the work performed and hours billed are required along with the invoice.

Effective November 2022, when submitting invoices, Contractor is required to submit supporting documents along with approved invoices. Adequate supporting documents include, among others: deliverable documents, payroll registers, timesheets, detailed invoices,


inspection certificates, activity/participant logs, applicant forms, acceptance letters, survey forms, authorized travel/expense forms, service acknowledgment forms, etc. The types of documents required to support/verify information on invoices depends on the specified contracted services and, if applicable, costs to be reimbursed.

Any additional work requested or **overtime** outside of the contract or authorized rates and scope of work can only be billed with proper **prior** written County approval, contractor's proposal on the additional requested work or overtime should have all necessary backup documentation submitted with every invoice.

The approved total not-to-exceed amount shall be THREE HUNDRED FIFTY-FIVE THOUSAND ONE HUNDRED EIGHTY- FIVE DOLLARS AND NO CENTS (\$355,185).

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

For Contractor: Bay Area Geotechnical Group (BAGG)

<p>DocuSigned by:  <small>54FD9F0B66A24E6...</small></p> <hr/> <p>Contractor Signature</p>	<p>Feb-24-2025 15:00 PST</p> <hr/> <p>Date</p>	<p>Alan O'Driscoll</p> <hr/> <p>Contractor Name (please print)</p>
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For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board