# AMENDMENT 02 TO AGREEMENT 12000-23-D019 BETWEEN THE COUNTY OF SAN MATEO AND BKF ENGINEERS

THIS AMENDMENT TO THE AGREEMENT, entered into this 13<sup>th</sup> day of February 2024, 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 with BKF Engineers for the purpose of civil engineering and other related technical services on June 1, 2023, in the amount of \$50,0000; and

WHEREAS, the parties amended the Agreement to add scope of services to Exhibit A to include a continuation 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 revised Exhibit B "Fee Schedule and Terms", and increased the contract value by \$316,000 for a new not to exceed amount of \$366,000; and

WHEREAS, the parties wish to amend the Agreement to add scope of services to Exhibit A to include additional scope of services; Task 1: Supplementary Survey / Staking, Task 2: Boundary and Parcel Map Preparation, Task 3: Stone Pine Road Schematic design and Estimate, Task 4: Stone Pine Road Construction Documents, Task 5: Preliminary Site Renderings, Task 6: Additional Landscape Architect Scope, Task 7: Story Pole Installation, Task 8: Electrical Engineering Scope, and Sanitary Sewer Lift Station Design credit, and revised Exhibit B "Fee Schedule and Terms", and increase the contract value by \$61,000 for a new not to exceed amount of\$427,000.

## 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 exceed FOUR HUNDRED TWENTY-SEVEN THOUSAND DOLLARS AND NO CENTS (\$427,000.00). 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 additional scope of services:

## TASK 1: SUPPLEMENTAL SURVEY / STAKING

BKF provided supplemental topographic survey to verify the as-built conditions of the Half Moon Bay Corp yard project. BKF also provided staking services for the Stone Pine Cove farm housing story poles.

As part of this scope, BKF included (1) day of additional future supplemental survey field work to pick up any necessary information along Stone Pine Road for preparation of the Construction Documents for the proposed traffic calming improvements.

#### TASK 2: BOUNDARY AND PARCEL MAP PREPARATION

BKF will perform a Boundary Survey and prepare a Boundary Analysis that will define the development parcel area. While performing the field work associated with the topography, BKF will conduct field research for primary monumentation to establish boundary resolution. Once the research and reconnaissance has been completed, BKF will perform a boundary determination, which includes an analysis of the assembled evidence with respect to its relationship to the title and other documentary evidence. This task performed as part of a subsequent effort.

Acquire Title Report – The owner shall order a Preliminary Title Report hyperlinked to all record documents and supply the current Vesting Deed(s) for the property and deliver to BKF. The owner shall pay this cost directly to the title company. Further, BKF shall have access to the title company at the owner's expense with respect to research fees, chains of title, etc. should the need to investigate any boundary or easement items arise. BKF is in possession of an older title report and a recent title report (less than 90 days old) will be needed for the initial submittal to the city. Updates to the title report may be needed throughout the review process until map approval.

- Easements BKF will plot locatable record title encumbrances such as easements on the property based on a title report provided by the Owner. This task performed as part of a subsequent effort.
- BKF will prepare a Parcel Map for the purposes of creating three (3) parcels. BKF will

submit the map to the City for review and will revise the map based on City comments to obtain approval. The fee for the Parcel Map accounts for up to 2 rounds of comments with the City/ County Surveyor. BKF will set the corner monuments within 2 years of the filing of the map pursuant to the requirements of the Subdivision Map Act (SDMA). The fee accounts for ten (10) property corners to be set in one (1) site visit. Note - This task includes setting corners for the new parcel created for the project site as a whole as required by SDMA. It does NOT include setting of individual corners or permanent markers to delineate individual lease lots per Title 25 requirements. We anticipate scope for setting nails or scribing "x's" for individual lots would be covered separately under a Construction Staking scope of work.

• City and County map check, recording and reimbursable fees (printing, postage and delivery) are not included in this proposal. This item will be shown on the invoice as "RE". Please budget for approximately \$2,000 for this task.

#### TASK 3: STONE PINE ROAD SCHEMATIC DESIGN AND ESTIMATE

BKF studied traffic calming measures on Stone Pine Road and provided schematic design, studying several variations of surface improvements and prepared an engineer's cost estimate for each option. BKF attended coordination meetings with the city and incorporated feedback into the final schematic design.

#### TASK 4: STONE PINE ROAD CONSTRUCTION DOCUMENTS

BKF will prepare construction documents for the traffic calming improvements along Stone Pine Road and incorporate them into the Stone Pine Cove Improvement Plans Set. BKF will add details and information required for bidding and issuance for construction. BKF will update our earthwork quantity calculations to verify gross cut and fill quantities. BKF will incorporate the road improvements into the CD design level storm drain report describing the existing stormwater conditions, project LID strategies, programming, and operations intent. BKF will update the Engineer's Estimate for the probable cost of constructing the road improvements for the project, based on the CD phase drawings. BKF will provide road improvement drawings in accordance with the schedule for the overall construction document package, for submittal to the City. We have planned for response to (1) round of plan check comments on the Stone Pine Road improvements plans during the CD phase.

#### TASK 5: PRELIMINARY SITE RENDERINGS

BKF will provide 3-dimensional modelling/rendering of the site and units based on the preliminary planning submittal (Coastal Development Permit) drawing set. Unit shapes and footprints will be depicted based generally on architectural elevations provided by CPM and arranged onsite based on the layout per the preliminary plans. Base rendering will be prepared in Sketchup and then transferred into Lumion or similar software to add shading, realistic landscape and trees and other site features such as fencing, play equipment, benches, pedestrians and vehicles. Once an initial model is prepared, we have budgeted for refinement of up to six (6) individual viewpoints on the site to be

coordinated with the design team. This scope should be considered for conceptual visualization of the site and does not include successive updates to the model during Design Development or Construction Document phases of work. If additional modelling or other rendering-related services are desired, BKF can review and provide specific additional scope and budget requirements as needed.

#### TASK 6: ADDITIONAL LANDSCAPE ARCHITECT SCOPE

Kikuchi & Kankel Design Group (KKDG) will provide additional landscape architectural services. KKDG shall develop a graphic, color-rendered site plan in an approved format for the County, City, and project team to use in marketing and public awareness distributions, and for presentation at public hearings. KKDG shall develop a preliminary project site base plan for use by the project team and KKDG shall attend regular meetings with the project team. KKDG shall attend and present the site plan at up to two community meetings. KKDG shall develop conceptual alternatives for play structure, surfacing, signage, and fencing enclosure for County review and approval. KKDG shall coordinate with manufacturers' representatives for product and material samples, cost budget guidance, installation diagrams and requirements, and conformance with County standards. KKDG shall incorporate play structure into the Construction Documents package, including all coordination with civil and/or structural engineers, as required. KKDG will attend up to two (2) additional team meetings per month throughout the remaining Design Development/Coastal Development Permit and Construction Documents phases (approximately 5 months/10 meetings).

## TASK 7: STORY POLE INSTALLATION

Story pole subconsultant will provide and install story poles for the Stone Pine Cove farm housing structures. Scope includes installation of (12) story poles with flag ropes and maintenance of poles for 30 days, excluding damage by vandalism, modifications, and extreme weather. Subconsultant will remove poles following completion of (40) days of installation.

## TASK 8: ELECTRICAL ENGINEERING SCOPE

Electrical Engineering subconsultant will provide electrical design drawings and calculations to support the master-metered development including the following documentation required by PGE:

- Oneline Diagram for each service.
- Load calculations of each individual dwelling unit, total site, and for electrical service. Includes load calculations of common area loadEV charging, office, and site lighting.
- Coordination with joint trench consultant on total quantity of service each service, and location.
- Modular home feeder sizing including voltage drop calculations.
- Filling out the PG&E load form for the application of power.
- **3.** Exhibit B "Fee Schedule and Terms" is amended to include the following additional scope of services for an increase of \$61,000:

Task	Description	Budget
BKF -	Additional Scope of Services	10
1	Supplemental Topographic Survey	\$10,000
2	Boundary and Parcel Map Prep	\$12,000
3	Stone Pine Road Schematic Design and Estimate	\$8,000
4	Stone Pine Road Construction Documents	\$14,000
5	Preliminary Site Renderings	\$5,000
	TOTAL	\$49,000

Task	Description	Budget
Sub-C	onsultant – Additional Scope of Services	
6	Additional Landscape Architect Scope	\$27,000
7	Story Pole Installation	\$3,000
8	Electrical Engineering Scope	\$7,000
	TOTAL	\$37,000

Task	Description	Credit			
Credits / Budget Reductions					
Sanitary Sewer Lift Station Design		\$-25,000			

2. 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							
DocuSigned by:							
Brian Scott	Mar-13-2024   15:26 PDT	Brian Scott					
Contractor Signature	Date	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							