

FIFTH AMENDMENT TO AGREEMENT NO. 39000-21-D014
BETWEEN THE COUNTY OF SAN MATEO AND ANCHOR QEA, LLC

THIS FIFTH AMENDMENT TO THE AGREEMENT, entered into this 11th day of January, 2022, by and between the County of San Mateo, a political subdivision of the State of California, hereinafter called "County," and Anchor QEA LLC., hereinafter called ("Contractor"). When referenced together hereinafter, the entities are collectively referred to as "Parties".

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, the Coyote Point Marina ("Marina"), a boat berthing facility operated and maintained by the County Parks Department ("Department") for members of the public at the Coyote Point Recreation Area, has a Harbormaster Office, Yacht Club, fuel dock, three-lane boat ramp, pump out facility, 545 berths, restrooms, and designated recreational areas for public use; and

WHEREAS, since 2003, the Department has periodically conducted clamshell dredging of the Marina's entrance, approach channels and boat basins to ensure that the Marina is safe and functional, and that it can properly accommodate Marina customers' vessels; and

WHEREAS, increase siltation has occurred in the Marina at a rate of approximately ½ a foot a year in the approach and entrance channel such that the depth in such areas is not sufficient, and as a result routine dredging is required to maintain water depths on approaches and boat slips necessary for yachts and large vessels; and

WHEREAS, the Coyote Point Recreation Area Marina Dredging Project ("Project") involves: (1) performing conditional surveys of Marina depths to verify priority areas to dredge, (2) conducting sampling for potential contaminants in proposed dredge areas and preparing a sampling report, (3) making ten-year permit applications to the U.S. Army Corps. of Engineers, Bay Conservation and Development Commissions, Regional Water Quality Control Board, and the Department of Fish and Wildlife, (4) preparing Dredging Plans and Specifications (90%, and 100%), (5) preparing post-dredge surveys, and (6) performing construction support and documentation to verify the dredging is accomplished as anticipated by the County and Federal and State regulatory agencies; and

WHEREAS, on or about September 8, 2021, the Dredged Material Management Office (DMMO)—a joint interagency regulatory program of the San Francisco Bay Conservation and Development Commission (BCDC), San Francisco Bay Regional Water Quality Control Board (RWQCB), State Lands Commission (SLC), the San Francisco District U.S. Army Corps of Engineers (COE), and the U.S. Environmental Protection Agency (EPA)—reviewed the Project’s dredge episode and dredged materials sampling plan which the Department had submitted to DMMO in accordance with its requirements, and determined that the Department must conduct additional field and lab work as a condition of the agencies’ approval of the Project; and

WHEREAS, on or about November 16, 2021, the Parties amended the Agreement (the Fourth Amendment to the Agreement”) to include these additional services in the Agreement’s scope of work, specifically: (1) the addition of a 60% plans and specifications bid package in accordance with the requirements of the County’s Department of Public Works, (2) to increase the Agreement by \$20,000 to a revised not-to-exceed amount of \$199,198; and

WHEREAS, on or about November 22, 2021, the Parties agreed that additional work required by the DMMO, not included from any of the prior amendments, needed to be performed for materials testing, disposal, laboratory analysis and reporting, as a condition of the regulatory approval of the Project, including the reimbursement for permit fees; and

WHEREAS, in addition, there exists a broken pile at the Marina which needs replacement; and

WHEREAS, the Parties therefore desire to again amend the Agreement to include these additional services in the Agreement’s scope of work, specifically: (1) the addition of sediment characterization field work, laboratory testing, and materials to meet the DMMO’s requirements as stated in the September 8, 2021 meeting; (2) additional meetings and coordination efforts; (3) reimbursement for a resource agency permit fee; and (4) the design, permit, and replacement of the broken pile at the Marina; and

WHEREAS, the cost for these additional services requires further amending the Agreement to increase the contract amount by \$59,557, for a total not-to-exceed contract amount of \$258,755, with all other terms of the Agreement as amended, remaining unchanged.

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

1. **Section XV of the Agreement, as amended, is replaced in its entirety as follows:**

In no event, shall the compensation paid to Contractor by County under this Agreement exceed the amount of \$258,755 (TWO HUNDRED FIFTY-EIGHT THOUSAND SEVEN

HUNDRED AND FIFTY-FIVE DOLLARS) unless approved by the Director of Parks pursuant to a written amendment or supplement agreement.

2. **Section I(C) (“Sampling, Chemical Physical and Biological Analysis of Dredged Sediments” of Exhibit “A” (“Scope of Work”) of the Agreement, as amended, is amended to add the following:**

Contractor shall perform the additional services required by the Dredged Material Management Office (DMMO) as a condition of regulatory approval of the Project, as identified at DMMO’s September 8, 2021 meeting. Specifically, DMMO requires four additional sediment cores in DU-2 (previously untested area and area previously tested with high PCBs), for a total of 10 cores. In addition, testing is included for the Montezuma Wetlands Restoration Project and SF-DODS for all 10 cores as previously discussed to ensure adequate disposal site availability for all outcomes. Adding these elements will require field labor and equipment, additional laboratory labor and materials, and additional analysis and reporting labor.

The result is a net fee increase of \$34,341. This cost is based on the fee increase from Pacific Eco Risk only; no Anchor QEA labor is included in this additional fee.

3. **Section I(E) (“Prepare Dredging Plans, Bid Sheets and Specifications”) of Exhibit “A” (“Scope of Work”) of the Agreement, as amended, is amended to add the following:**

Per the directive of the San Mateo County Department of Public Works (DPW), \$25,000 is required to add to the 60% bid package with plans and specifications to Section 1(E) of Exhibit A (“Scope of Work”) to the Agreement, which includes the following:

- 60% plans and specification per the supplied 2018 template
- Responses to comments on 60% plans and specifications
- 60% plans and specifications comment review meeting
- Reimbursement for permit fee
- Additional meetings and coordination regarding volumes, testing strategy, permitting, and cost-estimating that have occurred since February
- Addition of a broken pile to the dredge design plans, regulatory permit, and specifications.

4. **The second full paragraph of Section II (Amount and Method of Payment) of Exhibit “A” (“Scope of Work”) to the Agreement, as amended, is amended to read as follows:**

In any event, the total payment for services of Contractor shall not exceed \$258,755, and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of work performed is unacceptable.

5. All other terms and conditions of the Agreement between the County and Contractor dated January 8, 2021, as amended by the First Amendment to the Agreement, the Second Amendment to the Agreement, the Third Amendment to the Agreement, the Fourth Amendment to the Agreement, and this Fifth 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: ANCHOR QEA LLC

Joshua Burnam
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