

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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RESOLUTION AUTHORIZING: A) THE PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE A FIFTH AMENDMENT TO THE AGREEMENT WITH ANCHOR QEA, LLC. FOR MARINA ENGINEERING SERVICES NECESSARY TO COMPLETE THE COYOTE POINT MARINA DREDGING PROJECT, TO INCREASE THE CONTRACT AMOUNT BY \$59,557 TO A NEW NOT-TO-EXCEED TOTAL OF \$258,755; AND B) THE PARKS DIRECTOR, OR THE PARKS DIRECTOR'S DESIGNEE, TO EXECUTE FURTHER AMENDMENTS TO THE AGREEMENT WITH ANCHOR QEA, LLC. TO MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR TO MODIFY THE AGREEMENT'S TERMS AND/OR SERVICES, SO LONG AS THE MODIFIED TERM(S) AND/OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

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 Parks 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, increased siltation has occurred in the Marina at a rate of approximately ½ 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 larger 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 Commission, 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, following a competitive procurement process, on or about January 8, 2021, the Department awarded a contract (the “Agreement”) to Anchor QEA, LLC (“Anchor QEA”) to perform services required for the Project, for the term of January 8, 2021 to January 7, 2023, in an amount not to exceed \$156,698; and

WHEREAS, the Department and Anchor QEA have subsequently amended the Agreement on four occasions to provide for additional services for the Project, and to increase the contract amount to \$199,198; and

WHEREAS, as a condition of regulatory approval of the Project, the Department must conduct additional field and lab work which is not provided in the Agreement's scope of work; and

WHEREAS, in addition, a broken pile at the Marina needs replacement, which will require Anchor QEA to perform additional design and permitting services; and

WHEREAS, the Department recommends Anchor QEA to perform the following additional services for the Coyote Point Recreation Area Marina Dredging Project ("Project"): (1) the addition of sediment characterization field work, laboratory testing, and materials to meet the Dredged Material Management Office's (DMMO) 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; and

WHEREAS, because this Fifth Amendment to the Agreement with Anchor QEA, will bring the Agreement's total amount over \$200,000, it requires this Board's authorization.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:

- A. The President of this Board of Supervisors to execute a Fifth Amendment to the Agreement with Anchor QEA, LLC to provide for additional marina engineering services associated with the Coyote Point Marina Dredging Project, and to increase the contract amount by \$59,557 for a total not-to-exceed total of \$258,755; and
- B. The Parks Director, or the Park Director's designee, to execute further amendments to the Agreement with Anchor QEA, LLC. to modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the agreement's term and/or services, so long as the modified term(s) and/or services is/are within the current or revised fiscal provisions.

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