

**AMENDMENT NO. 2 TO THE
AGREEMENT BETWEEN THE
COUNTY OF SAN MATEO AND
CSW/STUBER-STROEH
ENGINEERING GROUP, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into the 13th day of November, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CSW/Stuber-Stroeh Engineering Group, Inc., 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 for the design and construction support services for the Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project on November 13, 2018 in the amount of \$336,241 and with a term of November 13, 2018 through November 12, 2021;

WHEREAS, the parties entered into Amendment No. 1 to the Agreement to amend the name of the consultant from Parisi CSW Design Group to CSW/Stuber-Stroeh Engineering Group, Inc. and to extend the term through November 12, 2023;

WHEREAS, the parties wish to amend the Agreement to add new tasks to the scope of work, increase the budget by \$114,000 for a total contract amount not-to-exceed \$450,241.

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

1. The 4th sentence of Section 3, Payments, of the Agreement is replaced to read as follows:

In no event shall County's total fiscal obligation under this Agreement as described in Exhibit A and Exhibit A-1 exceed \$450,241 (Four Hundred Fifty Thousand Two Hundred Forty-One Dollars).
2. Exhibit A is amended to append Exhibit A-1 in its entirety to Exhibit A, as attached to this Amendment.
3. The following paragraph is added to the Exhibit B:

In no case shall the total amount payable under this Agreement for the work indicated in attached Exhibit A and Exhibit A-1 exceed \$450,241 without prior written consent of County in the form of an amendment to this Agreement.

4. Exhibit B is amended to append Exhibit B-1 in its entirety to Exhibit B, as attached to this Amendment.

5. **All other terms and conditions of the agreement dated November 13, 2018, 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: **CSW/Stuber-Stroeh Engineering Group, Inc.**

<u><i>Robert Stevens</i></u>	<u>03.02.202</u>	<u>Robert Stevens</u>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

**EXHIBIT A-1
CSW/STUBER-STROEH ENGINEERING GROUP, INC.**

**MIRADA ROAD PEDESTRIAN BRIDGE REPLACEMENT AND BANK
STABILIZATION PROJECT
REVISIONS TO SCOPE OF WORK**

A. ADDITIONS TO SCOPE OF WORK

1. Final Bid Documents:

Final Plans and Specifications

The Contractor (also referred to as “CSW/Stuber-Stroeh Engineering Group, Inc.”) and its sub-consultants (the “consultant team”) will revise the plans, specifications, and estimates to meet the conditions and requirements by the California Coastal Commission’s Coastal Development Permit. In addition, the Contractor and its sub-consultants will revise the plans, specifications, and estimates due to the collapse of an existing abandoned concrete arch bridge within the project site.

Deliverables:

a) Final bid set of Plans, Specifications, and Estimates

2. Bid and Construction Support Services:

Bid Phase Services

The Contractor will respond to any pre-bid questions and provide technical guidance and written clarifications. The Contractor will provide addenda if needed.

Deliverables:

a) Addenda, if needed

b) Final set of construction drawings and specifications incorporating all changes made during the bid process

Construction Support Services

When the construction contract is awarded, the Contractor will review submittals and Request for Information (RFIs) from the construction contractor. The Contractor will attend the pre-construction, field, and virtual meetings on an as needed basis during construction and respond

to design related issues that may come up including possibly design changes required due to either constructability or differing site conditions. The Contractor will develop drawings and/or exhibits for any Construction Change Orders (CCOs). Near the completion of construction, the Contractor will prepare a Punch List for the County.

Deliverables:

- a) *Response to RFIs*
- b) *Drawings and/or exhibits for any CCOs*

Project Completion Phase Services

After construction, the Contractor will develop As-built Drawings (or Record Drawings) to document any changes from the original Plans.

Deliverables:

- a) *Punch List*
- b) *Final Record Drawings upon completion of construction*

EXHIBIT B-1



**MIRADA ROAD PEDESTRIAN BRIDGE
REQUEST FOR ADDITIONAL CONTRACT ALLOWANCE**

01.28.2022

Task	Description	CSW ST2		Cornerstone		Moffat		Parikh		Total
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	
1	Final Bid Documents	182	\$ 30,000	80	\$ 14,000	78	\$ 14,000	63	\$ 10,000	\$ 68,000
2	Bid and Construction Support	91	\$ 15,000	80	\$ 14,000	94	\$ 17,000	0	\$ -	\$ 46,000
	Total	273	\$ 45,000	160	\$ 28,000	172	\$ 31,000	63	\$ 10,000	\$ 114,000

Overall total not to exceed amendment request: \$ 114,000

Please see attached letter for description of tasks and basis of fee request.