



County of San Mateo

Contract Amendment Coversheet and Contract Amendment for >\$200K

CONTRACT SUMMARY

Contract No:	Contractor Name:	Amendment No:
84700-21-D019	XL CONSTRUCTION CORPORATION	001

THE AGREEMENT HAS CHANGED AS FOLLOWS:

Agreement Amount

Original Amount:	\$142,778		
Current Amount:	Addition or Reduction:	New Total:	
\$142,778	\$1,942,328	\$2,085,106	

Agreement Term

Original Start Date:	6/1/2021	Original End Term:	5/31/2022
Amendment 1 Start Date:	6/1/2021	Amendment 1 End Date:	2/28/2022

Paragraph Changes:

PARAGRAPH 3	PAYMENTS
EXHIBIT A	SCOPE OF SERVICES
EXHIBIT B	FEE SCHEDULE & TERMS

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
XL CONSTRUCTION CORPORATION**

THIS AMENDMENT TO THE AGREEMENT, entered into this 14th day of September 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and XL Construction Corporation, 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;

WHEREAS, the parties entered into an Agreement for preconstruction services effective as of June 7, 2021; and

WHEREAS, the parties wish to amend the Agreement to revise the scope of contractor's work, to increase the Term of the Agreement to extend it through May 31, 2023, and to increase the maximum amount payable thereunder by \$1,942,328 to an amount not to exceed \$2,085,106 in its entirety.

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 TWO MILLION EIGHTY-FIVE THOUSAND ONE HUNDRED SIX DOLLARS (\$2,085,106). If 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. Section 4 (Term) of the Agreement is amended in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be

from June 1, 2021 through February 28, 2022.

- 3.** Original Exhibit A is replaced with Revised Exhibit A, (rev. 8/6/2021), attached hereto and incorporated herein by reference.

- 4.** Original Exhibit B is replaced with Revised Exhibit B, (rev. 8/6/2021), attached hereto and incorporated herein by reference.

- 5. All other terms and conditions of the Agreement dated June 7, 2021 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:



PM - REVIEWED 30-Aug-2021 | 11:13 PDT

For Contractor: XL CONSTRUCTION CORPORATION

DocuSigned by:
Nathan Nethers
21AD7B17E5674D5...
Contractor Signature

31-Aug-2021 | 13:25 PDT
Date

Nathan Nethers
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

Exhibit A (Revised 8/6/2021)

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Base Contract:

XL Construction agrees to provide Preconstruction Services for the County of San Mateo Navigation Center. This includes 6 weeks of ongoing Precon services and meetings, completion, and presentation of 75% SD design work from Office of Charles F. Bloszies, FAIA (Arch & Struct), and including BKF Engineers (Civil) and Meyers + (MEPF) Consultants, and SD design budget update, and an updated SD design level construction schedule.

Target for completion and presentation of a 75% SD design work is July 02, 2021.

Our (6-week) Precon Services Extension Scope of Work, provided below, also includes the add alternates requested and Design Management Log summary identifying additional savings opportunities.

Amendment 1

In Addition to the scope of work described under “Base Contract”, XL Construction agrees to provide the following additional Preconstruction Services for the County of San Mateo Navigation Center. This includes the following services:

- 1) Ongoing preconstruction services and weekly meetings.
- 2) Completion and presentation of design work from:
 - a. Office of Charles F. Bloszies, FAIA (Arch, Struct, & Specs), including:
 - i. BKF Engineers (Civil)
 - ii. Meyers+ (MEPF) Consultants
 - iii. CMG (Landscape)
 - iv. Salters & Assoc. (Acoustics)
 - v. (1) TBD Consultant (Kitchen Design)
 - vi. The Fire Consultants (Fire Code)
 - b. The phases and presentation of design work are laid out in the proposed A/E design schedule by the Office of Charles F. Bloszies, FAIA, included under separate cover, as outlined below:
 - i. Target for completion and presentation of a 100% SD design work is **September 06, 2021**
 - ii. Target for completion and presentation of a 50% DD design work is **October 01, 2021**.
 - iii. Target for completion and presentation of a 100% DD design work is **October 25, 2021**.
 - iv. Target for completion and presentation of a 50% CD design work is **December 01, 2022**.
 - v. Target for completion and presentation of a 100% CD design work is **January 31, 2022**.
- 3) Cost models at the following design stages:
 - a. 50% SD Design
 - b. 100% SD Design
 - c. 50% DD Design
 - d. 50% CD Design
 - i. GMP bidding, submission, and buyout.

- 4) Schedule updates will be provided with each of the following cost models:
- a. 100% SD Design
 - b. 50% DD Design
 - c. 50% CD Design
 - i. GMP Submission

***This proposal excludes services for construction, issuance of balance of subcontracts, and consultant construction administration fees.

These preconstruction services are proposed to extend to GMP approval, which is targeted for the middle of February 2022.

Design-Build trade partner on-board recommendations:

1. Fire Protection/Sprinklers
2. HVAC & Plumbing
3. Electrical/Low Voltage (Alt: PV)

***Design-Build trade partners will provide ongoing Design-Assist and Precon support from the issuance of 100% SD drawings until transitioning to the (EOR) Engineer of Record for their corresponding trade package upon issuance of 50% DD drawings to GMP Approval. This includes attending regularly scheduled meetings as needed.

Design-Assist trade partner on-board recommendations:

4. Earthwork/Grading/Underground Utilities/Paving
5. Concrete Assemblies
6. Rough Carpentry/Specialties
7. Structural Steel/Misc. Metals

***Design-Assist trade partners will provide ongoing Design-Assist and Precon support from the issuance of 100% SD drawings to GMP Approval. This includes attending meetings as needed.

Preconstruction - Scope of Services

8/06/2021

1450 Maple Street

		\$547,672
1	Meetings	
a	Project Kick Off meeting (remote)	✓
b	Interim meetings with first 30 days	✓
c	Attendance at weekly design and project meetings (30 days+)	✓
d	Support meetings with Non-Stakeholders (Public Agencies, etc.)	
e	Design Pull-planning meeting (1)	✓
f	Construction Pull-planning meeting (1)	
g	Estimate milestone meetings (3) + GMP Submission Review	✓
h	Facilitate Risk Workshop (all parties)	✓
i	Site visit and walkthrough	✓

2	Subconsultants	
a	Preliminary discussions with architect and subconsultants	✓
b	Review of subconsultants not under XL direct engagement	✓
c	Review subconsultant proposals and provide recommendations	✓
d	Collaboration meetings to manage design to budget.	✓
e	Permit requirements and processing (not fees)	
f	Permit Fees	
3	Budget Management	
a	Development of test case budget to verify indicated amount	✓
b	Define budget into categories to manage with client needs	✓
c	Define construction budget & contingencies	✓
d	Agree appropriate mark ups for fees and insurances	✓
e	Refine baseline budget from 'first 30 days'	✓
f	Review and development of TVD Log	
g	Develop contingencies for Design & Construction	✓
h	Produce estimate updates at 100% SD, 50% DD and GMP (3 documents)	✓
i	Provide variance analysis / budget tracking	✓
j	Define SoW for prefabrication contractors (trailers)	✓
k	Owner project management costs	
4	Phasing & Planning	
a	Logistics Planning	✓
b	Laser Scan & GPR Surveys	
c	Collate As Built Data	
d	Container 3D Model	✓
e	3D modelling of site program and/or logistics	
f	4D schedule/model simulations	
g	Drone flights / 360' photography	
h	Project layout with RTS	
i	Visualizations and project renderings	✓
j	Develop outline project schedule	✓
k	Develop procurement schedule	✓

l	Develop construction schedule	✓
m	Development of phasing and logistics plan	✓
n	Constructability Review	✓
o	General Conditions / General Requirements calculation	✓
p	Review of as built drawings and coordination with proposed new site	✓
5	Procurement	
a	Trade Partner Identification & Prequalification	✓
b	Investigate & Consolidate Container Vendor Data	✓
c	Permit & Inspection Requirements	
d	Research and recommend trade partners for the project (Prequalified)	✓
e	Development of ITB documentation	✓
f	Produce procurement schedule	✓
g	Formulate Bid Forms and Bid Tally Sheets	✓
h	Review submissions/Award Recommendations	✓
i	Development of GMP Submission document	✓

In addition to the Preconstruction Scope of Services indicated above, Contractor shall provide the following services through subconsultants and design trade partners as indicated in the approved proposal dated 8/6/2021 and at the costs adjusted value set forth in Exhibit B to this Agreement:

DESIGN FEE (CHARLES BLOSZIES)

DESIGN LEED ALLOWANCE (CHARLES BLOSZIES)

DESIGN REIMBURSABLE ALLOWANCE (CHARLES BLOSZIES)

PREFAB CONTAINER DESIGN ENGINEERING (TBD)

ELECTRICAL/LOW VOLTAGE (ROSENDIN)

PV DESIGN & ENGINEERING (ROSENDIN)

HVAC DESIGN & ENGINEERING (AIR SYSTEMS, INC.)

PLUMBING DESIGN & ENGINEERING (AIR SYSTEMS, INC.)

FIRE SUPPRESSION DESIGN & ENGINEERING (ECO FIRE)

Exhibit B (Revised 8/6/2021)

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:

Contractor will invoice County for services based on progressive percentage complete of each line item indicated in the schedule of values below.

All Preconstruction Services shall be billed in accordance with the billable rates included in this Exhibit B.

In no event shall the amount paid under this Agreement exceed \$2,085,106.

SCHEDULE OF VALUES	ADJUSTED VALUE
PRE-CONSTRUCTION SERVICES (XL)	\$589,140.00
DESIGN FEE (CHARLES BLOSZIES)	\$970,210.00
DESIGN LEED ALLOWANCE (CHARLES BLOSZIES)	\$20,000.00
DESIGN REIMBURSABLE ALLOWANCE (CHARLES BLOSZIES)	\$5,000.00
PREFAB CONTAINER DESIGN ENGINEERING (TBD)	\$35,000.00
ELECTRICAL/LOW VOLTAGE (ROSENDIN)	\$230,500.00
PV DESIGN & ENGINEERING (ROSENDIN)	\$115,000.00
HVAC DESIGN & ENGINEERING (AIR SYSTEMS, INC.)	\$21,000.00
PLUMBING DESIGN & ENGINEERING (AIR SYSTEMS, INC.)	\$58,000.00
FIRE SUPPRESSION DESIGN & ENGINEERING (ECO FIRE)	\$41,256.00

Schematic Design Precon Services		2021	
Item	Rate	Unit Measure	
Project Executive	\$ 251	/hour	
Sr Project Manager	\$ 188	/hour	
General Superintendent	\$ 246	/hour	
Superintendent	\$ 164	/hour	
Project Administration	\$ 94	/hour	
Preconstruction Manager	\$ 209	/hour	
Chief Estimator/MEP Director	\$ 251	/hour	
Estimator	\$ 166	/hour	
Cost Engineer	\$ 108	/hour	
Senior Scheduler	\$ 200	/hour	
VDC Group Manager	\$ 213	/hour	
Sustainability Specialist	\$ 188	/hour	
Lean Faciliator	\$ 251	/hour	