

**AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY  
OF SAN MATEO AND HARDING ESE FOR PROFESSIONAL ENGINEERING  
SERVICES FOR COYOTE POINT MARINA DREDGING PROJECT**

This amendment is entered into the 5th of March , 2003 by and between the County of San Mateo ("COUNTY") and MACTEC Engineering and Consulting, Inc. ("CONSULTANT").

WHEREAS, on March 11, 2002, the COUNTY and CONTRACTOR entered into an Agreement for engineering services to provide engineering services for the Coyote Point Marina Dredging Project; and

WHEREAS, the beginning of the Dredging Project has been delayed thus necessitating additional services; and

WHEREAS, COUNTY and CONTRACTOR wish to continue the provisions of the Agreement to March 11, 2004 to permit original scope to be amended to include additional services and compensation thereof, during which time the current contract will remain in effect.

It is therefore agreed as follows:

1. **Section 5.1** amended by changing the Not to Exceed amount "\$95,500" in the first and second paragraphs to "\$163,100".
2. **Exhibit A**, is amended to add the following:

**"Phase III**

**Task 3A-Additional Pre-Dredge Survey**

Perform an additional hydrographic survey for the entrance channel and Marina waterway through a Marina surveyor or other qualified professional to provide official pre-dredge surveys and to provide volume calculations.

**Task 3B-Additional Sampling and Analysis**

Conduct an additional sediment sampling and analysis if required by regulatory agencies based on additional pre-dredge survey results. The site testing will be based on 3 sites, the entrance, inner basin and outer basin, with 4 to 8 stations to be sampled from within each site. Sampling and analysis will follow methods provided with DMMO approved SAP.

**Task 3C-Additional Report of Results**

If required by regulatory agencies, prepare an additional report summarizing the results of Task 3B following the requirements listed in PN01-01 to include a description of all sampling and testing procedures

and any deviations from the SAP, a presentation of the test results, a quality control summary report, and a discussion of the results. Drawings to be prepared will show the sample locations and will need to be sufficient for use in subsequent dredging plans. The report will interpret the test results and make recommendations for disposal options, with Alcatraz being the preferred alternative. **CONSULTANT** will coordinate with the agencies and attend the Dredge Materials management office (DMMO) meeting to negotiate disposal options and report back to **COUNTY** staff to discuss issues and options.

**Task 3D-Additional Environmental Review and Permitting**

If required by regulatory agencies, **CONSULTANT** will prepare and submit additional permit applications and negotiate permit conditions with required agencies to include:

- USACE 404 Permit
- RWQCB 401 Certification or Water Discharge Requirements (WDRs)
- BCDC Permit
- SLC Permit

This will include preparation of public notices for agency use. Not included in Exhibit A or Exhibit B are either any consultations with USFWS and/or NMFS to discuss fish window exemption or any CEQA process environmental review associated with upland or wetland/reuse disposal options. The CEQA review process is not required for Alcatraz disposal.”

3. **Exhibit A Section 2D** amended to read as follows:

**“Task 2D-Dredge Monitoring**

The **CONSULTANT** will monitor the dredging process of the selected contractor and provide weekly progress reports to the **COUNTY**. This is providing the dredging project will last no longer than 22 weeks and 1 inspection will occur per week.”

4. **Exhibit B Section 3 PAYMENT SEGREGATION** amended to read as follows:

**“3. PAYMENT SEGREGATION**

**Phase II**

Task 2A	Bid and Specifications	\$7,515
Task 2B	Dredging Contractor Evaluation	1,840
Task 2C	Dredging Plan	3,593
Task 2D	Dredge Monitoring	22,352
Task 2E	Post-Dredge Survey and Reporting	15,788

Total for Phase II

\$51,088"

5. **Exhibit B** Section 3 PAYMENT SEGREGATION adds the following:

**"Phase III**

Task 3A	Additional Pre-Dredge Survey	\$14,087
Task 3B	Additional Sampling and Analysis	24,207
Task 3C	Additional Report of Results	7,316
Task 3D	Additional Env. Review/Permitting	6,596
Total for Phase III		\$52,206"

6. **Exhibit B** Section 3 PAYMENT SEGREGATION amended to read as follows:

**"Total for Phase I and Phase II and Phase III** \$163,100

**Total "Not to Exceed" Amount** \$163,100"

7. In all other respects the Agreement, as adopted on March 11, 2002 shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their duly authorized representatives have executed this Amendment on the \_\_\_\_ day of \_\_\_\_\_, 2003.

COUNTY OF SAN MATEO

Dated \_\_\_\_\_

By \_\_\_\_\_  
County Manager

HARDING ESE, Inc.

Dated 3/5/03

By *Douglas E. Grew*  
MACTEC Engineering and Consulting, Inc.