

Agreement No. 84700-18-R075497A

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ENGEO INC.

This Agreement is entered into this 17th day of October, 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and EngEO Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and;

Whereas, it is necessary and desirable that Contractor be retained for the purpose of on-call geotechnical engineering consulting services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

1. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

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 SIX HUNDRED THOUSAND DOLLARS (\$600,000). In the event that 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.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 17, 2017, through October 16, 2020.

4. Termination

This Agreement may be terminated by Contractor or by the Director of the Project Development Unit or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated

portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement. County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

5. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the actual negligent performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

Contractor's aggregate liability hereunder shall be limited by County to \$2,000,000 regardless of the legal theory under which such liability is imposed. The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage

to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy. Sub-consultants must also comply with all requirements of this RFP.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

i. Comprehensive General Liability...	\$2,000,000
ii. Motor Vehicle Liability Insurance...	\$1,000,000
iii. Professional Liability.....	\$2,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting: Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of

any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness

of services performed.

14. Merger Clause: Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Sam Lin, Senior Project Manager
Address: 1402 Maple Street Redwood City, CA 94063
Telephone: (650)363-4715
Email: slin@smcgov.org

In the case of Contractor, to:

Name/Title: Leroy Chan
Address: 101 California Street, Suite 875 San Francisco CA 94111
Telephone: (925) 866-9000
Facsimile: (888) 279-2698
Email: lchan@engeo.com

17. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

Macy Tong
Signature

12/5/17
Date

Macy Tong
Print Name

Principal
Title

For County of San Mateo:

Debbie Bazan
Department Head Signature

12/6/17
Date

Debbie Bazan
Print Department Head Name

Exhibit A

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

Firm(s) shall provide professional geotechnical engineering services as needed throughout the life of the project(s) they are selected to perform duties on and potentially provide any or all of the following services: geohazards investigation, geotechnical/seismic investigation, soils testing (e.g. corrosivity, acidity, compression, percolation, boron), recommendation for foundation design, site preparation and other design requirements relevant to the site conditions, geotechnical construction observation and testing during construction and/or renovation for various facility sites. Such services may also include: reviewing background information, conducting field exploration studies, laboratory testing and analysis, coordination with design teams including the Architects and Structural Engineers, and attendance of various project meetings. All work performed shall comply with the approved construction documents, applicable codes and regulations.

The initial scope of work for each project will be established prior to the issuing of a task order; dependent upon the Project's needs, firms may be requested to perform various geotechnical related tasks at different phases of design and construction. These services include but are not limited to:

1. Supervision of all work by a registered Geotechnical Engineer ("GE") and/or a Certified Engineering Geologist ("CEG"), as required.
2. Provide all the required "tools of the trade" to perform the requested services contained in the task order(s). Firms shall provide all necessary equipment and other devices as needed to assure all work is done in a timely and professional manner.
3. Perform geotechnical investigations and create an initial, followed by a final project Geotechnical Report, as needed for submission to the relevant reviewing agency/agencies having jurisdiction and adequately provide the technical data needs of the Architectural/Structural design team to support the development of Construction Drawings and Specifications.
 - a. Perform geotechnical feasibility assessment that shall include but not be limited to a desk study (review of existing geotechnical data, public documentation, geologic maps, aerial photographs, historic groundwater level, FEMA flood maps, etc.), preliminary geotechnical exploration and report preparation (summary of findings with preliminary assessment of site conditions and initial recommendation to support building design). Limited exploration shall be performed using Cone Penetration Test (CPT) equipment to identify site hazards, such as liquefaction and soft soil settlement potentials, and provide preliminary soil information for project planning and budgeting purposes.
 - b. Perform design level geotechnical report based on the findings from the feasibility assessment that shall include but not be limited to soil borings (locations, type and depth), detailed geotechnical exploration (drilling, laboratory testing of select soil samples for moisture-density, Atterberg Limits, gradation, strength, corrosivity, consolidation tests, and R-value, etc.), detailed report on the site conditions, constraints, mitigation measures (if applicable), load-induced ground settlement, foundation design recommendation, etc.
4. Soils testing and analysis for corrosivity, acidity, compression, percolation, boron, and hazardous minerals.
5. Review existing soils reports from nearby projects.
6. Provide direction for any special surface and/or subgrade soil treatments required.
7. Provide direction for any special issues associated with utility relocations.
8. Identify groundwater levels and bedrock elevations.
9. Determine allowable soil bearing pressure and lateral resistance.

10. Determine areas of undocumented fill versus undisturbed native soils.
11. Define the parameters for controlled fill, backfill, subgrade preparations, over-excavation and re-compact, scarifications and re-compact, proof-rolling, dewatering, compaction, utility trenches, etc.
12. Review and make recommendations for asphalt paving sections, concrete paving sections, concrete SOG section, concrete flatwork, concrete swales, curb and gutter. Specify minimum parameters for rebar, mesh, dowelling, joint spacing, aggregate sub-base, concrete psi, cement type, admixtures, footings, etc.
13. Provide required geological, seismic, and geotechnical testing and, apply experience and expertise respecting all of the foregoing to address surface drainage, foundation drainage, waterproofing of retaining walls and planters, waterstops, etc.
14. Address soil corrosion, soil soluble chlorides, and soil soluble sulfides.
15. Address and specifically analyze the predicted horizontal and vertical movements between structural components as it relates to seismic forces and differential settlement. Determine the maximum allowable settlement for structural design.
16. Preparation of reports, respecting all of the foregoing, that shall include foundation, site preparation and underground steel protection recommendations as appropriate.
17. Provide 3 hardcopies and 1 electronic copy of all reports and testing results to the PDU. A licensed CEG and/or GE shall sign and seal each report and shall certify that to the best of the CEG's and/or GE's knowledge, information and belief that all information is true and accurately represents the site conditions.
18. Participate in the constructability review of project documents with the PDU and respective design teams during design and construction phases.
19. At completion of project, deliver all records, project correspondence and final reports to the County.

In addition, each firm shall:

5. Work as a liaison with Regulatory Agencies having jurisdiction as is required in order to provide guidance to the County and others as deemed necessary.
6. Perform/incorporate Regulatory Agency Requirements. Tasks may include regulatory agency required surveillance and submittals.
7. Coordinate and work with the County and its consultants.
8. Attend Meetings and other general project coordination duties: The firm(s) must attend various pre-construction/design meetings to perform necessary coordination, provide project oversight and/or project closeout assistance as necessary, and be available or on-site throughout the duration of the project(s), as required.

Exhibit B

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:

The total contract amount shall not exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000).

The Professional Schedule of Fees is attached on the following page:



Expect Excellence

GEOTECHNICAL
ENVIRONMENTAL
WATER RESOURCES
CONSTRUCTION SERVICES

PREFERRED CLIENT FEE SCHEDULE
PROFESSIONAL SERVICES
Effective until March 31, 2018

Table listing various professional services and their hourly rates, such as President at \$315.00 per hour and Project Assistant at \$115.00 per hour.

- * Two-hour minimum portal to portal. Travel time, pick-up and delivery will be billed based on normal hourly rates; portal to portal.
+ OVERTIME RATES: Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.
** For Prevailing Wage projects, increase the hourly rate by \$15.
** Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of eight (8).

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
Outside Consultants, Subcontracted Services and Equipment Rental Cost plus 20%
Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge)\$2,000.00 half day, \$4,000.00 full day

TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of client. A principal risk is the potential for human error by ENGEO. For client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, client agree to limit ENGEO's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed \$50,000 (or ENGEO's fee, whichever is greater, but not more than \$1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

EQUIPMENT AND MATERIALS CHARGES

DESCRIPTION	COST PER UNIT (\$)	UNIT
Air Content Meter	7.00	hour
Ballers (Disposable)	8.00	each
Concrete Crack Monitor	20.00	each
Coring Machine	25.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	20.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Percussion Penetrometer)	50.00	hour
Floor Flatness/Floor Level Equipment	20.00	hour
Generator	15.00	hour
GIS Website Portal Maintenance	100.00	month
GIS/GPS Handheld Device	5.00	hour
GIS/GPS/Drone Survey Grade Equipment	90.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	15.00	hour
Interface Probe	2.00	hour
Magnetic Particle Test Equipment	8.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	15.00	hour
R Meter (Pachometer)	15.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Skidmore Wilhelm Bolt Tension Calib.	10.00	hour
Slope Inclinometer/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	12.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	25.00	hour
Vapor Emission Test Kit	25.00	kit
Vector Conversion	60.00	conversion
Vehicle, mileage, nuclear gauge, misc. equipment, wireless communication	23.00	hour
Vehicle, mileage, misc. equipment, wireless communication	14.00	hour
Vibration Monitor	1800.00	month
Water Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.78	mile
Parking	actual	actual
Trailer	15.00	hour
AutoCAD, Civil 3D, GIS, Drone Data Processing	21.00	hour
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute

SUMMARY OF LABORATORY FEES

Effective until March 31, 2018

Our Laboratories are accredited by AASHTO, CCRL, Caltrans, DSA, and the US Army Corps of Engineers

TEST CODE	TEST SPECIFICATION	STANDARD TURNAROUND (BUSINESS DAYS)	STANDARD TURNAROUND (BUSINESS DAYS)	BRING	BRING
SOIL AND ROCK					
8800	Caltrans Relative Compaction, CT216	3	\$320	Same Day	\$640
9100	Clay Lumps and Friable Particles, ASTM C142	5	\$100	Next Day	\$200
9130	Cleanness Value, CT 227 each	5	\$200	2	\$400
9650	Collapse Test, ASTM D5333-03	10	\$300	3-7	\$600
8310	Compaction, ASTM D1557 (A-C)	5	\$320	2	\$640
8311	Compaction Point, AASHTO T272	5	\$320	2	\$640
8312	Compaction, ASTM-1557 (A-D) or ASTM-D698 with Correction	5	\$385	2	\$770
8313	Compaction, ASTM 1557 (A - D), Same Day Preliminary Results	1	\$640	N/A	N/A
8314	Compaction, ASTM-1557 or ASTM-D698, Same Day with Correction	1	\$770	N/A	N/A
8315	Compaction, Rock Correction, ASTM D4718	5	\$65	Next Day	\$130
8316	Compaction, ASTM D4253, Vibratory Table	5	\$375	2	\$750
8220	Consolidation – Incremental Loading ASTM D2435, Method A	32	\$525	16	\$1,050
8221	Consolidation – Incremental Loading ASTM D2435, Method B	32	\$525	16	\$1,050
8230	Consolidation, ASTM D2435 Unload – Reload Cycle	4	\$50	Next Day	\$100
8410	Consolidation – CRS, ASTM D4186	5	\$525	4	\$1,050
8450	Direct Shear – CD, Residual (3-points, 3-cycles per point) ASTM D3080 Modified	25	\$2,000	20	\$4,000
8201	Direct Shear – CD, Slow Additional Cycles (each) ASTM D3080	2	\$150	N/A	N/A
8202	Direct Shear – CD, (2-points) ASTM D3080	8	\$420	5	\$840
8203	Direct Shear – CD, (3-points) ASTM D3080	12	\$630	8	\$1,260
8204	Direct Shear – CD, (4-points) ASTM D3080	16	\$840	12	\$1,680
8891	Cyclic Simple Shear Test (CSS), ASTM D6528	5	\$2,000	5	\$4,000
8892	Monotonic Simple Shear Test, ASTM D6528	5	\$1,000	5	\$2,000
8900	Durability Index, CT229	4	\$210	Next Day	\$420
8320	Expansion Index, ASTM D4829	8	\$300	4	\$600
8321	Expansion Index, ASTM D4829 - Lime Treated in Lab	Dependent on cure time	\$400	Dependent on cure time	\$800
9630	Fine Aggregate Angularity Percentage, CT 234, AASHTO T304, Method A	5	\$150	Next Day	\$300
8990	Laboratory Miniature Vane Shear (peak Value), ASTM D4648	5	\$100	Next Day	\$200
8160	Moisture Content & Unit Weight, ASTM D7263	5	\$55	Next Day	\$110
8140	Moisture Only, ASTM D2216, CT 226	5	\$30	Next Day	\$60
8150	Moisture Only, ASTM D4643, CT 370 (By Microwave oven)	5	\$100	Same Day	\$200
9590	Organic Content of Soil ASTM D2974	5	\$125	Next Day	\$250
9090	Organic Impurities, ASTM C40	5	\$75	Next Day	\$150
9120	Percent Crushed Particles, CT205	5	\$150	Same Day	\$300
9110	Percent Flat or Elongated Particles, ASTM D4791, CT 235	5	\$150	Same Day	\$300
8980	Soil pH, percent Lime for Stabilization, ASTM D6276 (Eades and Grimm)	5	\$400	Next Day	\$800

TEST (STEP)	SPECIFICATION	STANDARD TURNAROUND (BUSINESS DAYS)	STANDARD PRICING	RUSH TURNAROUND (BUSINESS DAYS)	RUSH PRICING
8040	Permeability, Falling Head or Constant Head, ASTM D5084, D2434	8	\$450	4	\$900
8870	Soil pH, ASTM D4972, CT 643	5	\$75	Same Day	\$150
8190	Plasticity Index, Dry Method - ASTM D4318	5	\$180	Next Day	\$380
8191	Plasticity Index, Wet Method - ASTM D4318 (ASTM Default method)	5	\$230	Next Day	\$460
851	Rock Core Unconfined Compressive Strength, ASTM D7012	5	\$250	Same Day	\$500
8970	R-Value - Lime Treated, ASTM D2844 CT301	6	\$500	3	\$1,000
8290	R-Value, ASTM 2844, CT301	6	\$400	3	\$800
8280	Sand Equivalent, CT 217, ASTM D2419	5	\$175	Next Day	\$350
8261	Dry Sieve, ASTM D1140, C117	5	\$90	Next Day	\$180
8262	#200 Wash, ASTM D1140, C117	5	\$85	Next Day	\$170
8263	Sieve & #200 Wash, ASTM D422, C136, CT202	5	\$150	Next Day	\$300
8264	Sieve & Hydrometer, ASTM D422	5	\$230	2	\$460
8530	Special Testing/Sample Description (ASTM D2487)	Hourly	\$145	N/A	N/A
8250	Specific Gravity, ASTM D854	5	\$225	Next Day	\$450
8251	Specific Gravity, ASTM C127 or C128	5	\$125 Per Size Fraction	Next Day	\$250 Per Size Fraction
8660	Specimen Remolding and/or Lab Mixing (per specimen)	Varies	70	Dependent on type of remolding	\$140
9070	Sulfate Soundness, CT 214, ASTM C88	6	\$185/ Fraction	Dependent on number of fractions	\$370/ Fraction
8110	Sulfate Testing in Soils CT417	5	\$80	Next Day	\$160
8111	Sulfate Testing in Soils ASTM C1580	5	\$190	Next Day	\$380
8490	Swell Test A, ASTM D4546	8	\$300/Point	4	\$600/Point
8500	Swell Test B, ASTM D4546	5	\$300	Dependent on material behavior	\$600
8350	Isotropic Triaxial Compression – CU, Single Specimen, Multistage Test ASTM D4767 - Modified	Varies	\$400/Stage	Dependent on number of stages and material type	\$500
8340	Isotropic Triaxial Compression – CU (1 point) ASTM D4767	5	\$475	4	\$950
8341	Isotropic Triaxial Compression – CU (2- points) ASTM D4767, USACE	9	\$950	8	\$1,900
8342	Isotropic Triaxial Compression – CU (3- points) ASTM D4767, USACE	14	\$1,425	12	\$2,850
8343	Isotropic Triaxial Compression – CU (4- points) ASTM D4767, USACE	18	\$1,900	15	\$3,800
8330	Isotropic Triaxial Compression – UU (per point) ASTM D2850, USACE	5	\$175	Next Day	\$350
8180	Unconfined Compression - Soils, ASTM D2166	5	\$115	Next Day	\$230
8181	Unconfined Compression, Lime/Cement-Treated Soil ASTM D1633	18	\$325	9	\$650
8182	Unconfined Compression, Lime/Cement-Treated Soil CTM 373	18	\$950	9	\$1,900
8183	Unconfined Compression, Lime/Cement -Treated Soil, Additional points	18	\$50	9	\$100
CONCRETE					
9220	Absorption, ASTM C642	6	\$450	Next Day	\$900
9010	Compression Test, Cores, ASTM C42	5	\$100	Same Day	\$200
9320	Compression Test, per 6" x 12" cylinder, ASTM C39	5	\$35	Same Day	\$70
9330	Compression Test, per 4" x 8" cylinder ASTM C39	5	\$30	Same Day	\$60
9340	Compressive Strength of Lightweight Insulating Concrete (ASTM C495)	5	\$150	Same Day	\$300
9020	Core Trimming, In Laboratory	5	\$50	Same Day	\$100

TEST SPECIFICATION	STANDARD TURNAROUND (BUSINESS DAYS)	STANDARD PRICING	RUSH TURNAROUND (BUSINESS DAYS)	RUSH PRICING
9060 Laboratory Trial Batch, ASTM C192, Including Test Cylinders	5	\$1000	Same Day	\$2000
9080 Length Change (3 bars, 4 readings, up to 90 days), ASTM C157 modified	28-90	\$415	28-90	\$830
9050 Slab Moisture Determination Test Kit	5	\$30	Next Day	\$60
9000 Unit Weight of Lightweight Concrete Cylinders (ASTM C495)	5	\$50	Next Day	\$100
CONCRETE BLOCK				
9160 Compression, ASTM C140	5	\$80	Same Day	\$160
9180 Compression, Cores, ASTM C42	5	\$100	Same Day	\$200
9140 Moisture Content as Received, Absorption ASTM C140	5	\$80	Next Day	\$160
MASONRY PRISMS				
9190 Compression Test, Grouted Prisms, ASTM C1314	5	\$250	Next Day	\$500
9200 Trimming Grouted Prisms	5	\$75	Next Day	\$150
MORTAR & GROUT				
9250 Compression Test 2" Mortar Cubes, ASTM C109	5	\$35	Next Day	\$70
9240 Compression, Grout Prisms, ASTM C39	5	\$50	Next Day	\$100
9230 Compression, Mortar Cylinder, ASTM C39	5	\$35	Next Day	\$70
ASPHALTIC CONCRETE				
8010 AC Correction Factor, ASTM D6307, CT 382	N/A	N/A	N/A	\$525
8020 RAP Aggregate Gradation Correlation Factor, Caltrans LP-9	N/A	N/A	N/A	\$2,850
8070 AC Maximum Density (Avg. of 5 Briquettes) D1188, CT308	N/A	N/A	N/A	\$525
8071 AC Maximum Density (Avg. of 5 Briquettes) D1188, CT 308 (S-Value is performed prior to LTMD)	N/A	N/A	N/A	\$413
8090 AC Maximum Theoretical Unit Weight ASTM D2041, CT 309 (Rice Specific Gravity)	N/A	N/A	N/A	\$330
9460 Asphalt Core Density (4" Core), ASTM D1188, CT308	N/A	N/A	N/A	\$120
9461 Asphalt Core Density (6" Core), ASTM D1188, CT 308	N/A	N/A	N/A	\$150
8532 Extraction by Centrifuge ASTM 2172	N/A	N/A	N/A	\$375
8531 Extraction by Ignition Oven, ASTM D6307, CT 382	N/A	N/A	N/A	\$300
8533 Extraction by Reflux Extractor, ASTM D2172 -- Method B	N/A	N/A	N/A	\$675
8050 Stability Test (Avg. of 3 Briquettes), ASTM D1560, CT 366, (w/o Max. Density test)	N/A	N/A	N/A	\$750
VOLUMETRIC PROPERTIES OF HMA				
9660 Absorbed Asphalt Binder CT 367	N/A	N/A	N/A	\$200
9600 Air Void Content	N/A	N/A	N/A	\$200
9670 Bulk Specific Gravity -- Admixture Blend CT 367	N/A	N/A	N/A	\$200
9640 Dust Proportions, CT 367, Caltrans LP-4	N/A	N/A	N/A	\$200
9680 Effective Asphalt Binder of Volume, CT 367	N/A	N/A	N/A	\$200
9690 Effective Binder Content, CT 367	N/A	N/A	N/A	\$200
9580 Effective Specific Gravity of Aggregate-Admixture Blend, CT 367	N/A	N/A	N/A	\$200
9620 Void Filled With Asphalt CT 367, LP-3	N/A	N/A	N/A	\$200
9610 Voids in Mineral Aggregate CT 367, LP-2	N/A	N/A	N/A	\$200
Note: Lab fees for volumetric properties of HMA per CT 367 are based on tests CT 202, CT 308, CT 309, and CT 382 have been completed.				
HIGH STRENGTH BOLT TESTS				
9800 Bolt Proof and Ultimate Load	5	\$110	Same Day	\$220
9810 Nut Proof Load	5	\$70	Same Day	\$140
9820 Hardness (bolts, nuts, washers, each)	5	\$45	Same Day	\$90
FIREPROOFING				
9990 Oven Dry Density, Fireproofing, per sample	5	\$100	Next Day	\$200

- Add three days to the estimated test duration for soil testing that requires remolded specimens.
- The above fees are reviewed annually and are subject to change. Additional tests are available upon request.
- Prices exclude field collection and transportation to the laboratory.
- Supplemental fees for laboratory preparation of specimens are charged on an hourly basis.
- Test duration implies the amount of time required to perform the test once started. Test start times are dependent on available labor and equipment.
- Testing fees and the test durations listed reflect standard business hours required to perform the test. Samples requiring premium handling will incur additional hourly personnel charges in accordance with the Laboratory Technician Rate presented on our Fee Schedule.
- Where tests are to be run on an immediate need basis (tests to be initiated out of order received and regardless of status of other previously received samples) the expediting fee is 100% of the listed unit rate.
- Sample storage is \$100 per month per cubic yard of storage space.
- There is a 3 pm cut-off time for sample delivery/test start time.
- Turnaround times are based on samples delivered to the laboratory before 3:00 pm. Turnaround on samples received after 3:00 pm will begin at 7:00 am the following business day.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Valerie Davis

Name of Contractor(s):

ENGEO Incorporated

Street Address or P.O. Box:

2010 Crow Canyon Place, Suite 250

City, State, Zip Code:

San Ramon, CA 94583

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official:

Principal

Date:

December 5, 2017

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment IP Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

RESOLUTION NO. 075497

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

* * * * *

RESOLUTION AUTHORIZING THE COUNTY MANAGER OR HIS/HER DESIGNEE TO EXECUTE ON-CALL AGREEMENTS WITH ENGEO, FUGRO, KLEINFELDER, LANGAN, AND RUTHERFORD & CHEKENE TO PROVIDE ON-CALL GEOTECHNICAL ENGINEERING SERVICES FOR THE PROJECT DEVELOPMENT UNIT FOR THE TERM OF OCTOBER 17, 2017 THROUGH OCTOBER 16, 2020 IN THE AMOUNT NOT TO EXCEED \$600,000 PER AGREEMENT FOR AN AGGREGATE NOT TO EXCEED AMOUNT OF \$3,000,000

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

WHEREAS, multiple large County capital projects are underway which will require intensified Project Development Unit (PDU) operations for approximately five years; and

WHEREAS, the PDU requires substantial support from specialized consultants to appropriately manage these critical capital projects; and

WHEREAS, the PDU conducted a Request for Proposals to select specialized consultants and a selection committee reviewed submissions received, conducted background and reference checks, and made retention recommendations; and

WHEREAS, by executing the consultant agreements, the PDU will receive all manner of geotechnical engineering services for various capital projects. These services include but are not limited to geohazards investigation, geotechnical/seismic investigation, soils testing (e.g. corrosivity, acidity, compression, percolation, boron), recommendation for foundation design, site preparation and other design requirements

relevant to the site conditions, geotechnical construction observation, and testing during construction and/or renovation for various facility sites.; and

WHEREAS, the consultants have agreed to comply with standard and required County contract provisions;

WHEREAS, executing these “on-call” cost management and construction estimating agreements contributes to the Shared Vision 2025 outcome of Collaborative Community by reducing the cost and time to complete critical County capital projects.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors authorizes the County Manager or his/her designee to execute separate on-call agreements for on-call geotechnical engineering services with Engeo, Fugro, Kleinfelder, Langan, and Rutherford & Chekene in an amount not to exceed \$600,000 per agreement for an aggregate not to exceed amount of \$3,000,000.

* * * * *

Regularly passed and adopted this 17th day of October, 2017

AYES and in favor of said resolution:

Supervisors: _____ *DAVE PINE*

_____ *CAROLE GROOM*

_____ *DON HORSLEY*

_____ *WARREN SLOCUM*

_____ *DAVID J. CANEPA*

NOES and against said resolution:

Supervisors: _____ *NONE*



*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



Deputy Clerk of the Board of Supervisors