

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TRANSYSTEMS

This Agreement is entered into this 28th day of June, 2016, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and TranSystems Corporation, 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 providing Engineering and Management Services for the Dredging of the Coyote Point Marina.

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

1. 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 IP – Intellectual Property

2. 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.

3. 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 the work performed or furnished by Contractor is found in a court of competent jurisdiction to be performed or furnished below the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances at the same time and in the same locality. In no event shall County's total fiscal obligation under this Agreement exceed **One Hundred and Fifty Three Thousand Three Hundred and Two Dollars (\$153,302)**. 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.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be **from June 28, 2016, through June 30, 2018.**

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Director of the San Mateo County Parks Department or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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.

6. 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. County acknowledges that such contract materials are not intended or represented to be suitable for use by County unless completed by Contractor, or for use or reuse by County or others without written verification or adaptation by Contractor, that any such use or reuse, or any modification of the contract materials without written verification, completion, or adaptation by Contractor, as appropriate for the specific purpose intended, will be at County's sole risk and without liability or legal exposure to Contractor or Contractor's officers, directors, members, partners, agents, employees, and consultants.

7. 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.

8. 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 performance of any work or services required of Contractor under this Agreement, or payments made, to the extent caused by the negligent acts or omissions of Contractor, 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, 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.

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, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and 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.

9. 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.

10. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

11. 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 coverages, including a contractual liability endorsement per the terms, conditions and exclusions of the policy/endorsement.. 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. Absent such endorsement, Contractor will indemnify and defend the County according to the terms of the agreement,

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation providing statutory coverage, and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 for bodily injury, and \$1,000,000 each employee by disease. 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 while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, this Contractor's subcontractor, anyone directly employed by either of them,. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and aggregate shall not be less than the amounts specified below:

- Commercial General Liability... .. \$1,000,000
(Applies to all agreements)
- Commercial Auto Liability Insurance... \$1,000,000
(To be checked if motor vehicle used in performing services)
- Professional Liability..... \$1,000,000 per claim and aggregate
(To be checked if Contractor is a licensed professional)

County and its officers, employees, and servants shall be named as additional insured on any such policies, except Professional Liability and Workers' Compensation, 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, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

12. 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.

13. 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

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

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 must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

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 Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, 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. 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.

14. 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 Section 3, above, 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.

15. 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.

16. 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.

17. 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.

18. 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: Eduardo Castillo, Management Analyst
Address: 455 County Center, 4th Floor, Redwood City, CA 94063
Telephone: (650) 363-1881
Facsimile: (650) 599-1721
Email: ecastillo@smcgov.org

In the case of Contractor, to:

Name/Title: Gregory P. Mailho, Senior Project Manager
Address: 505 14th Street, Suite 1000, Oakland, CA 94612
Telephone: (510) 835-7244
Facsimile: (510) 842-1579
Email: gpmailho@transystems.com

19. Electronic Signature

If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

TranSystems



Contractor's Signature **ROSA CHEN, VP**

Date: **6/15/2014**

(April 1, 2015 CCC issued contract template version)

Exhibit A

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

Task 1 – Project Initialization

This task will involve an initial meeting with County staff and TranSystems to discuss the work as follows:

- A. Introduction of key personnel
- B. Project history
- C. Staff expectations and areas of concern focusing on:
 - 1. Marina Entrance Channel
 - 2. Basins 1 and 2
 - 3. Fuel Dock
 - 4. Budgetary needs and concerns
 - 5. Schedule
 - 6. Regulatory Work Windows
- D. Permit process and potential “Knock-down” option for permit applications.
- E. Presentation by County of available existing survey, plans and data for consultant’s use
- F. Site visit if necessary
- G. TranSystems proposed action plan/schedule

Deliverables:

Deliverables to County: Meeting notes, action plan/schedule

Deliverables to Consultant: Reports, plans, 2016 condition surveys, budget, and other data as are available

Task 2 – Permits and CEQA Documentation

Based on previous Marina dredging activities and TranSystems’ team’s more recent experience with several other maintenance dredging projects, TranSystems will prepare a consolidated Dredge Material Management Office (DMMO) dredging application for the dredging project. TranSystems will address California Environmental Quality Act (CEQA) requirements through the Water Quality Certification process described below and as a maintenance project performed in compliance with the Clean Water Act. TranSystems believes there will be no National Environmental Quality Act (NEPA) requirements for this project, and therefore has excluded such work from this scope. This task will include initiate, maintain regular contact with, and coordinate with agency personnel until the conclusion of the approval process and issuance of required permits. Once the permits are issued, TranSystems will include any and all permit conditions in the contract documents for public bidding for the dredging work by the County.

1. Project Definition

It is crucial to accurately define a current bottom profile for the project site as soon as possible to estimate the project dredge volume and provide the basis of design for inclusion in permit applications and the Sampling and Analysis Plan (SAP). Condition survey bathymetric data collected by the County in April 2016 will be used by TranSystems for this purpose.

2. Preparation of Consolidated Dredging Application

TranSystems will prepare the Consolidated Dredging Application which allows for the County's acquisition of a 10-year USACE permit, a 10-year BCDC permit, and Water Quality Certification from the RWQCB. Preliminary design drawings based on the completed condition survey will be prepared by TranSystems and attached to the application. The RWQCB Water Quality Certification is the only authorization dependent on sediment testing results, so although the permitting process can proceed simultaneously with the sediment quality investigation, the Certification will only be given after the results are final. The permit agency response process will depend on input from the National Marine Fisheries Service (NMFS) and California Department of Fish and Wildlife (CDFW), typically through informal consultation that our team will guide. TranSystems team is sensitive to the regulatory staffing challenges that can slow the process, and will use proven correspondence measures to remain in close communication with assigned permit managers to ensure timely responses.

3. Potential Reduced Operating Cost and Service Related Provisions to Dredging Application

In addition to the request for conventional maintenance dredging at Coyote Point, an additional request for "knock-down dredging" can be included in the permit application. This provision has been approved by the DMMO in recent times, and could allow the County to conduct leveling of shoals into adjacent low areas within the Marina, if needed, prior to subsequent maintenance dredging episodes without the rigorous environmental requirements necessary for dredging approval. This process can allow the County to adjust localized shoaled areas ("high spots") which could extend the time between necessary maintenance dredging events. TranSystems will discuss this process with the County to determine if the County would like the permitting documents to include such a request.

4. CEQA Compliance

Maintenance dredging projects are categorically exempt under the provisions of the California Environmental Quality Act (CEQA). TranSystems will request Categorical Exemption certification from the RWQCB at the same time Water Quality Certification is requested via the consolidated DMMO application. This approach streamlines the process as the RWQCB can issue the Categorical Exemption certification simultaneously with the Water Quality Certification.

5. Resource Agency Consultation and Integrated Alternatives Analysis

Coyote Point Marina qualifies as small dredger under the Long Term Management Strategy for Dredging in San Francisco Bay (LTMS). As such, TranSystems team will renew this status by submitting a Small Dredger Programmatic Alternatives Analysis (SDPAA) form in lieu of the more onerous Integrated Alternatives Analysis (IAA) document required of larger dredgers for assessing the feasibility of potential dredged material management options. As a result of other programmatic LTMS policies regarding potential impacts of dredging to endangered species and essential fish habitat (EFH), the maintenance dredging permit process typically does not require formal consultation with any of the state or federal resource agencies. However, if an unforeseen circumstance requires consultation, TranSystems' team will respond to these unlikely requests expeditiously.

6. Agency Fees

Agency fees for submittal of permit applications are the responsibility of the County, and TranSystems' team will assist the County in determining the permit fees before submittal.

Deliverables:

Deliverables to County: Permit applications, copies of correspondence with agencies, permits

Deliverables to Consultant: Review comments on draft permit applications, copy of County correspondence with agencies upon County submittal of applications, payment of fees.

Task 3 – Sediment Sampling and Analysis

TranSystems' team will evaluate the quality of Marina sediments to obtaining Water Quality Certification, acquiring dredge episode approval from BCDC and the USACE, and for approval of the closest disposal site (Site SF-11 near Alcatraz Island). Accordingly, TranSystems' team will perform the necessary sampling and testing for the application to the DMMO regulatory agencies.

Based on the time that has elapsed since the previous sediment testing within the Coyote Point Marina occurred, and in accordance with the County's RFP, TranSystems' team anticipates that a full Tier III assessment of the Marina sediments will be required by the DMMO. We do not believe the expense and effort required in pursuing a potential Tier I Testing Exemption approval from the DMMO will be warranted and is not included in this scope.

TranSystems' team will focus on the preparation and implementation of a Tier III Sampling and Analysis Plan (SAP) that will meet DMMO expectations without significant revisions or follow-up consultation. Based on an expected dredge volume of less than 100,000 cubic yards, the SAP will include a division of the dredge area into two sample composite areas. At least four samples will be collected from each sample area, and two composite samples will be created for chemical and biological analyses. TranSystems' team will ensure that ample sediment volume is collected and archived at each individual sample location so that if elevated contaminants are detected in the composite sample, we will easily be able to delineate and isolate the contaminant to a small portion of the dredge area with minimal additional effort.

Once the SAP is approved by the DMMO, sampling operations will commence. All sediment sample collection operations will be performed by Haley & Aldrich field technicians aboard a sampling vessel operated by licensed and highly trained operator. GIS tools and U.S. Geological Survey (USGS) data will be employed to determine sample location coordinates to ensure accurate sample locations. Samples will be collected in accordance with the SAP using electric vibracore equipment. Sediment core samples will be processed (e.g., homogenized), packaged and shipped to participating laboratories using rigorous sample integrity measures to prevent inadvertent contamination. All the testing procedures necessary for approval to dispose Marina sediments at the SF-11 aquatic disposal site will be employed. Biological testing will be performed by Pacific Ecorisk Laboratories in their nationally accredited bioassay laboratory by technicians familiar with measures that minimize the impacts of confounding factors. All chemical testing will be performed by Eurofins-CalScience (ECS). ECS has established a reputation with the DMMO as a leader in addressing analytical interferences associated with marine sediments.

Haley & Aldrich scientists will statistically analyze all data and make comparisons to the SF-11 disposal database. All data will undergo QC review, and then be tabulated and evaluated in a comprehensive report compiled in accordance with required LTMS reporting guidelines. If contamination or toxicity is observed during the sediment quality investigation, we will quickly analyze the individual samples in order to determine whether the contamination is isolated to a particular portion of the project site. Once all data has been received and reviewed, the final report will be prepared. This report will include a narrative description of the project, a description of the methods used for sediment sampling, handling and analyses, locations of sampling points, results of all tests performed, a quality assurance summary, a discussion and a conclusion. It will also include a full documentation of sample collection, complete reports from the analytical laboratories, raw data from the bioassay lab, and complete chain-of-custody documentation. A draft copy of the final report will be made available by the TranSystems' team to the County for review. After County review, the final report will be issued and presented to the DMMO along with an SF-11 suitability recommendation.

Once the DMMO has provided a suitability determination for disposal at SF-11, TranSystems' team will request approval of the dredge episode from the BCDC and the USACE under the newly acquired permits. Although final episode approval is granted by virtue of the contractor's Dredge Operations Plan (DOP) approval, Haley & Aldrich and TranSystems will assist the County to assure the selected dredge contractor prepares and submits an

acceptable DOP, and apply the same level of engagement as we do for all other necessary regulatory feedback. In addition, Water Quality Certification from the RWQCB will be finalized based on the sediment quality evaluation.

Deliverables:

Deliverables to County: Sampling and analysis plan, final report of sampling, analyses results and notification of the action taken by the DMMO on the submitted report.

Deliverables to Consultant: Review comments on SAP and final report

Task 4 – Construction Documents

Concurrent with the permit process, TranSystems will commence preparation of the contract documents, including plans, technical specifications, required calculations and estimated cost of the project. The plans will follow the County title block and border sheet layout as required.

The plans will generally consist of:

Title sheet.

Overall Plan including Existing Marina layout and areas to be dredged.

Existing hydrographic and topographic surveys, including horizontal and vertical control information.

Proposed design dredging elevations, based on previously approved depths and project permits.

Cross sections, showing existing and proposed elevations.

The technical specifications will be developed to be included with the County's "boiler plate" or front end specifications in the County's chosen Caltrans Specification format.

The technical specifications will generally include the following:

Regulatory permits and requirements.

Requirements for hydrographic surveys and control of the work.

Coordination with the Harbormaster on boat moving requirements and schedule.

Requirements for protection and clean-up of boats and docks and other Marina facilities.

Required submittals by contractor

Dredge Operation Plan requirements

Specific procedures to be followed, where appropriate.

Specific hours of operation.

Information on disposal site.

Schedule information.

Location and rules for mooring of waterside equipment.

Basis for payment.

Calculations for the project will consist of quantities of material to be dredged. Estimates of Probable Cost will be prepared by TranSystems at the Preliminary, 60%, 90% and 100% document stage. TranSystems will expect to make submittals at the 60%, 90% and 100% completion levels unless the County and TranSystems determine the need for a different submittal schedule.

Our scope assumes the County's April 2016 condition survey will be acceptable for the sediment sampling and testing plan. We have also included pre-dredging survey just prior to commencement of dredging as well as a Post-Dredging survey to determine the actual dredged quantities for County payment to the contractor. A final as-built hydrographic survey will be required to be submitted to the regulatory agencies, and the Post-Dredge survey is expected to satisfy this need.

Deliverables:

Deliverables to County: Hydrographic surveys (2-during construction); preliminary cost estimate at Preliminary level. Contract plans, technical specifications, and cost estimate and quantity calculations at 60%, 90% and 100% level.

Deliverables to Consultant: County plan and specification formats, review comments on construction documents

TranSystems will at each submittal, provide three hardcopy sets and PDF files of plans and specifications for County review. Plans in AutoCAD, specifications in Microsoft Word, and estimates in Microsoft Excel formats will be provided to the County at the County's discretion, and shall conform to the County's respective document standards.

Task 5 – Bid and Award

TranSystems will provide input to the County's Bidder's Proposal Package, which will include:

Information for bidders

Notice to bidders

Bidder's proposal

Basis of payment information

Contract duration data

TranSystems will attend a pre-bid meeting with the County, answer questions during bidding, prepare addenda as required. TranSystems will work with San Mateo County in identifying prospective bidders for the work. TranSystems assumes the County will reproduce and distribute bid documents, receive bids and bidders' questions. TranSystems will assist San Mateo County in evaluating bids received.

Deliverables:

Deliverables to County: Data for Bidders Proposal Package, Project Addenda.

Deliverables to Consultant: Requests for information, copy of bid documents as produced and distributed by the County

Task 6 – Construction Support

This task includes work related to assisting the County with contract oversight and administration for the project. TranSystems assumes the County will provide construction management and daily work oversight and inspection with County staff. TranSystems will assist the County as follows:

1. Evaluation and approval of contractor submittals
2. Review of contractor progress payments
3. Assistance to County in the preparation of contract change orders
4. Assistance to County in resolution of issues or problems that may arise during the dredging project
5. Assistance to the County in monitoring the progress and quality of the dredging work performed by the dredging contractor.
6. Review of Daily field logs kept by the dredging contractor to document the progress and quality of the dredging project. Daily logs will note the dredging contractor's progress, equipment, and personnel employed (i.e., level of effort), hours worked, weather conditions and other pertinent information applicable to the dredging project.
7. TranSystems will interface with the County and other appropriate regulatory agencies, as well as attend weekly construction/dredging meetings with the County and contractor when directed by the County to review the progress. We have included a maximum of eight two-hour duration project progress (weekly) meetings with the County and contractor plus meeting preparation and follow-up as needed. TranSystems will discuss and negotiate with the County to determine the appropriate number of meetings necessary in order to provide the County with the desired level of support within the County's available budget.
8. After completion and County approval of dredging activities, TranSystems will assist the County in preparation of a Completion Report summarizing the work completed as part of the project. This report will be submitted to the appropriate regulatory agencies to document the status of dredging activities and the quantity dredged including the Post-Dredge hydrographic survey. The report will be comprised of final dredged

quantities and Record Drawings prepared based on field mark-ups of the construction plans by the dredging contractor, post-dredge survey and notes by the County and TranSystems.

Deliverables:

Deliverables to County: Project correspondence, attend up to eight two-hour meetings, meeting notes, job photographs, hydrographic surveys completed during construction, supporting documentation/drafts of change orders, Record Dredging Drawings and job completion report.

Deliverables to Consultant: Daily reports and various submittals from contractor and County inspection/construction management staff.

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:

Task Number	Task	Engineering Fees	Subconsultant Fees
1	Project Initialization	\$ 7,300	\$ 1,000
2	Permits and CEQA Documentation	\$ 5,413	\$ 15,416
3	Sediment Sampling and Analysis	\$ 4,864	\$ 42,405
4	Dredging Plans, Specs and Calculations	\$ 32,705	\$ 0
5	Bid Assistance	\$ 4,019	\$ 0
6	Construction Engineering (incl. Pre & Post Dredge Surveys)	\$ 27,380	\$ 12,800
	Subtotals	\$ 81,681	\$ 71,621
	Total Lump Sum Fee		\$ 153,302

Notes

- 1 Task 4 includes seven meetings per the RFP. Number of meetings can be revised up or down with the County as the need arises.
- 2 Task 6 includes - Two surveys, Pre-dredge and Post-dredge surveys and volume calculations for each survey for the "construction" phase. We have included survey and calculations of berthing areas as well as fairways to assure accurate quantity determinations.
- 3 Task 6 includes - Eight weekly meetings per the RFP with the assumption of eight weeks maximum for actual dredging. Number of meetings can be revised up or down with the County as the need arises.
- 4 Fees are total for the labor effort in this proposal, and no separate travel or printing costs are included. If printing in addition to the work included in this proposal is required, TranSystems will negotiate such additional work with the County.

**TranSystems – Oakland
Standard Hourly Billing Rates 2016**

Our standard hourly fee schedule is as follows:

Classification	Hourly Billing Rate
Principal/Project Directors	\$200 - \$390
Business Consultants	\$175 - \$250
Project Managers	\$150 - \$275
Industry Specialist	\$180 - \$225
Senior Engineers/Senior Architects	\$190 - \$275
Survey/Survey Crew	\$220 - \$250
Engineers/Design Professionals	\$110 - \$145
Architects/Design Professionals	\$100 - \$140
Drafters/Project Lead Drafters	\$100 - \$145
Planners	\$95 - \$150
GIS Technicians	\$85 - \$125
Graphic Designers	\$75 - \$110
Technical Writers	\$75 - \$100
Technical Support	\$75 - \$125

Direct subconsultant expenses will be charged at actual invoice cost, plus a charge of 10%.

Billing rates are based on a factor of direct payroll costs and may fluctuate in response to periodic increases in staff salaries. Overtime requested by clients to accommodate fast-track schedules is billed at one and one-half times the standard hourly billing rate.

Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursement to Contractor for travel, lodging, and related expenses, the following restrictions apply:

1. Estimated travel expenses must be submitted to the County's contract contact person for advanced written authorization before such expenses are incurred. No travel expenses are reimbursable under this Agreement unless such written pre-authorization is obtained.
2. The maximum reimbursement amount for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). CONUS rates are set by fiscal year and are effective October 1st through September 30th.
3. The maximum reimbursement amount for the actual cost of airline and car rental travel expenses ("Air & Car Expenses") shall be a reasonable rate obtained through a cost-competitive travel service (e.g., a travel or car-rental website). Reimbursable air travel is restricted to economy or coach fares (not first class, business class, "economy-plus," or other non-standard classes) and reimbursable car rental rates are restricted to the mid-level size range or below (i.e., full size, standard size, intermediate, compact, or subcompact). No specialty, luxury, premium, SUV, or similar category vehicles may be submitted for reimbursement. Other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis.
4. If in doubt about the propriety of LM&I Expenses, Air & Car Expenses, or Other Expenses, Contractor should err on the side of caution and not incur an expense at that level or obtain authorization from the County's contract contact person.

Haley and Aldrich, Inc.
Standard Hourly Billing Rates 2016

Our standard hourly fee schedule is as follows:

Classification	Hourly Billing Rate
Office Support	\$75
Field/Lab Geol/Engr Tech (Gr. 1-3)	\$91
Field/Lab Geol/Engr Tech (Gr. 4-5)	\$105
Field/Lab Geol/Engr Tech (Gr. 6-8)	\$125
Graphics/GIS/Data Mgt	\$122
Senior Graphics/GIS/Data Mgt	\$134
Professional (Gr. 1)	\$107
Professional (Gr. 2)	\$113
Professional (Gr. 3)	\$128
Staff Professional (Gr. 4)	\$135
Staff Professional/Project Mgr (Gr. 5)	\$160
Senior Professional (Gr. 6)	\$168
Senior Professional (Gr. 7)	\$175
Senior Professional (Gr. 8)	\$185
Sr. Consultant	\$227
Vice President 1	\$227
Vice President 2	\$245
Senior Vice President	\$292