

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
AECOM, Technical Services, Inc.**

THIS AGREEMENT, entered into this ____ day of _____, 2015, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and AECOM, Technical Services, Inc., a California Corporation hereinafter called "Contractor";

W I T N E S S E I H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing engineering and other related professional and technical services required for the delivery of various types of capital improvement projects.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
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 I—§ 504 Compliance
Attachment IP – Intellectual Property

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein 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 One Million Seven Hundred Twenty-Nine Thousand and Sixty-One and No/100 Dollars, (\$1,729,061).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 19, 2015 through May 18, 2018.

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

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as 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 materials. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon 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. 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

7.1 General Hold Harmless. To the full extent permitted by law, Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 with applicable laws, or (D) any other loss or cost resulting from the Contractor's negligent or reckless acts or omissions or willful misconduct in connection with the performance of any work required of Contractor or payments made pursuant to this Agreement.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided however that, as set forth in section 2782.8(a) of the California Civil Code, Contractor's duty to defend shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor in the performance of any work of Contractor, or payments made, pursuant to this

Agreement.

The obligations set forth in this section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.

7.2 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 ("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; (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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided however that, as set forth in section 2782.8(a) of the California Civil Code, Contractor's duty to defend shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor in the performance of any work of Contractor, or payments made, pursuant to this Agreement.

The obligations set forth in this section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof 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.

9. Insurance

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.

- (1) **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, (a) that 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) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **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 by 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 amount specified below.

Such insurance shall include:

- | | | |
|-----|---|-------------|
| (a) | Comprehensive General Liability | \$1,000,000 |
| (b) | Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) | Professional Liability. | \$1,000,000 |

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 handicap 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.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere

to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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 handicapped individual 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 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.
 - ☐ 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 Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

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. *Violation of Non-discrimination provisions.* 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 bidding on 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 examine Contractor's employment records with respect to compliance with this Section and/or to set off 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.

Contractor shall report to the County Manager the filing by any person in any court of

any complaint of discrimination or the filing by any person 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 of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they 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 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."

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records 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 of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate 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 representatives, 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 herein 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 and Venue

The validity of this Agreement and of its terms or provisions, 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 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:

County of San Mateo
Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063
Telephone: (650) 363-4100
Facsimile: (650) 361-8220

In the case of Contractor, to:

Millette Litzinger, Senior Project Manager
AECOM, Technical Services, Inc.
100 W. San Fernando Street, Suite 200
San Jose, CA 95113
Telephone: (408) 297-9585
Facsimile: (408) 297-6962

17. 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 WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

AECOM Technical Services, Inc.



Contractor's Signature

Date: 5/12/15

(Revised 7/1/13)

EXHIBIT A

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

The Contractor will provide engineering design services for the Middlefield Road Streetscape Improvement Project. The scope of work is broken down into the following Phases and Tasks:

Phase I

- Task 1: Street and Utilities Survey
- Task 2 Feasibility Analysis and Traffic Study
- Task 3: CEQA Compliance

Phase II

- Task 4: Utility Relocation and Undergrounding
- Task 5: Redwood Junction/Railroad Crossing Improvements
- Task 6: Stormwater/Drainage Improvements

Phase III

- Task 7: Design Plans and Specifications
- Task 8: Construction Administration Support
- Task 9: Project Management and Meetings/Conference Calls

Optional scope of work items are shown in *italics*.

PHASE 1: PRELIMINARY WORK

Task 1: Street and Utilities Survey

Task 1.1: Topographic Survey

Contractor will conduct a topographic survey of the improvements in the public right-of-way along Middlefield Road from MacArthur Avenue to Fifth Avenue (approximate total length of 0.5 miles). The survey will extend 150-feet past the curb returns on the side streets. Additional survey information will be gathered at the railroad grade crossing including 200 feet of the access road that serves as the entrance to the Fair Oaks Health Center and 250 feet of the access road that serves as the entrance to the Redwood Junction property. The final survey limits are to be defined and approved by the County prior to Contractor performing work.

The survey will include the location of all (within the approved defined limits of the survey) existing standard street monuments and any monuments delineated on an existing filed Map, Record of Survey or on file Corner Record along with any existing monuments noted/on file within the County of San Mateo records along with any visible evidence of other monuments found (cut crosses, nails with Engineers/Surveyors tags, other survey control marks). All monuments located will be shown on the topographic survey and a table will delineate the precise position, details, description and condition.

When the designed planned improvements are sufficient to determine what monuments may be destroyed, the appropriate document (Corner Record/Record of Survey in

EXHIBIT A

compliance with Section 8771 (f)) needed to perpetuate the location/relocation of the monuments will be created after project completion. Any associated cost as to the construction of standard street monuments (and the placement of the precise mark on the newly constructed monument disk) will be defined within the specifications and design contract documents. Prior to the recording of the “certificate of completion” for the project and after all monuments have been replaced per the contract documents, the appropriate document (Corner Record/Record of Survey in compliance with Section 8771 (c)) will be filed by the Contractor.

The survey will include sufficient density of point data to produce detailed cross sections at 25-foot intervals. The survey will include all surface evident streetscape improvements/features including, but not limited to sidewalks, driveways, crosswalks, signage, lane line and parking stripes, curb and gutter, utility vaults, fire hydrants, valves, manholes, bus benches, pull boxes, catch basins, drop inlets, street lighting, street trees, landscaped areas and recent improvements, if determined by supporting plans/on file documents provided by the County. Perimeter locations of existing street-facing buildings limited to the defined limits of the survey, including driveway and service access will also be included in the survey.

Manholes and catch basins will be dipped. Each surveyed manhole/catch basin will be investigated as to pipe size, type, direction, upstream and downstream invert elevations, and rim elevation within the limits of the survey. All survey data collected for the manhole/catch basins will be documented on a “dip sheet”, typically a form template 8-1/2” x 11”. In addition, once the pothole work described in Task 1.3 is complete, the pothole locations will be surveyed.

The Contractor will provide all labor and equipment necessary to accomplish this Task. Traffic control and any required encroachment permits will be obtained by the Contractor. Fees for permits will be paid for by the County.

An AutoCAD drawing will be developed at a scale of 1”=20’ from the collected field data to include a Digital Terrain Model (DTM). The drawing files will include a title sheet, location map, project notes, abbreviations, legends, survey control data, Basis of Bearings and benchmarks.

Survey data will meet all of the horizontal and vertical requirements provided below:

- The coordinates will be referenced to latitude/longitude and California State Plane Grid System (based on the North American Datum of 1983 (NAD83) for horizontal control and North American Vertical Datum of 1988 (NAVD88) for vertical control.
- The horizontal coordinates for the topographic survey will be measured to the closest two-hundredths of a foot (0.02 foot).
- The elevations for the topographic survey will be surveyed to the closest three-hundredths of a foot (0.03 foot).

EXHIBIT A

Contractor will provide office support for the fieldwork. This will include job set-up, survey calculations, coordination with the County, survey field crew coordination, processing the completed data and quality assurance/quality control.

Task 1.2: Aerial Photography

Contractor will provide the County an aerial photograph with LiDAR for the project area. LiDAR will be of a point density of 30-40 points per square meter. Image resolution will be 0.25'. Topographic mapping of a 1"=20' scale will be produced from the LiDAR and aerial photographs and will be used to create 1-foot contour generation.

Task 1.3: Utility Investigation

Contractor will request existing utility information from the utility owners within the project limits. Contractor will map the existing utilities for the improvement areas, locate utilities that potentially conflict with the proposed improvements, and develop relocation plans for conflicting utilities publicly owned or operated by the County such as storm drain and sanitary sewer. Any relocation plans for private utilities will be prepared by the utility owner. However, the Contractor will coordinate with private utility owners to facilitate relocation of utilities by their forces and to avoid impacts to the project and project schedule.

The Contractor will conduct utility potholing to confirm utility location records and to prepare the utility relocation maps. Contractor will be responsible for marking pothole locations and contacting USA Notification prior to start of work. Potholing will be conducted during the permitted working hours, usually 9:00am to 3:00 pm under traffic control. Traffic control and any required encroachment permits will be obtained by the Contractor. Fees for permits will be paid for by the County, including permits required from the railroad agencies. It is anticipated that potholing work will be outside of the railroad right of way. Traffic Control plans must be stamped by a Registered Engineer.

Removal of the pavement will be done using air tools as needed and the potholes will be excavated using high pressure air and vacuum extraction. After the utility is exposed, the type, size, and depth of the utility will be recorded. A pothole field data sheet will be prepared. Whenever possible, photographs of each pothole will be taken showing the background. Then, a stake or nail will be placed over each pothole and a mark made with the appropriate color paint to indicate the direction of the utility. Back filling will be done using controlled density slurry and hot asphalt concrete. Permanent concrete repair work, such as cutting, and removal and restoration (sidewalks, driveways, curbs, etc.) is not included.

The Contractor will perform up to 100 potholes with a standard depth of 6 feet. Electronic detection prior to potholing will be conducted to minimize the actual number of potholes. A pothole report will be provided for each pothole location. Each location will be referenced according to a site map. The report will include a reference location, number, photograph, roadway section description, size and type of utility discovered, and summary of sub-surface conditions.

EXHIBIT A

Task 1.4: Geotechnical and Pavement Investigations

Task 1.4.1 Visual Conditions Survey - Contractor will evaluate the existing pavement conditions along Middlefield Road. The intent is to develop guideline recommendations for repair and resurfacing, if needed. The Contractor will conduct a visual condition survey to determine if additional services are required.

Conduct a visual condition survey and photo documentation of the existing roadway.

- Note and photograph the types of observable distress and locations along the 0.5-mile length;
- Under traffic control in daytime hours, perform a more detail condition survey, assigning ASTM D 6433 distress types;
- Plot, by hand, the approximate limits and nature of pavement distress/damage on available aerial photographs or plan sheets.
- Provide a technical memorandum based on the pavement investigations summarizing the existing conditions and recommendations on the scope of additional service to further delineate the extent of distress and repair requirements.

Task 1.4.2 Field Exploration (Optional) - *Drill shallow auger borings in areas selected during the visual condition survey.*

- *Drill up to a maximum of 6 borings (i.e. one boring per 500 feet of roadway in both directions of travel);*
- *Maximum depth of 3 feet;*
- *Measure asphalt concrete (AC) and aggregate base (AB) thicknesses;*
- *Obtain bulk samples of AB and subgrade soils for classification and laboratory testing;*
- *Patch full depth with cold asphalt concrete (AC) hand tamped or low slump concrete finished with lamp black.*
- *Perform a maximum of 2 gradation analyses on AB samples;*
- *Under traffic control in daytime hours, obtain bulk samples of subgrade soil and perform maximum of 2 R-value tests. The final number of R-value tests will be dependent on the different subgrade soil classifications encountered;*
- *Locator to clear utilities as well as USA Staking Service (utility locator), prior to drilling and while traffic control is provided.*

Task 1.4.3 Pavement Deflection Survey (Optional) - *Perform pavement deflection measurements using a Benkelman Beam (BB) under the wheel load of a dual-wheel, single rear axle truck. The Benkelman Beam is referenced as an acceptable method in Caltrans Flexible Pavement Rehabilitation Manual.*

- *Provide single rear axle truck with about 15- to 18-kip rear axle load;*
- *Under traffic control in daytime hours, measurements to be made at 100-foot intervals on both sides of the road for the 0.5-mile length.*

EXHIBIT A

Task 1.4.4 Evaluate Service Life (Optional) - Based on the deflection measurements, estimate the remaining structural capacity of the existing pavement along each selected segment in terms of remaining Traffic Index (TI), under current traffic conditions. Traffic will be equated to the number of Equivalent Single Axle Loads (ESALs) for comparison purposes through Caltrans Highway Design Manual. Design TI will be provided by the County.

- Approximate the extent of pavement with reduced structural capacity (pavement life expectancy);
- Flexible pavement (Asphalt Concrete) evaluation in accordance with Caltrans Highway Design Manual and County of San Mateo requirements. Provide opinions regarding the anticipated pavement life.
- Identify areas where pavement rehabilitation and/or reconstruction, including overlay thickness, should be considered.
- Where new pavement is required, provide structural section design recommendations.

Task 1.4.5 Report and Meeting (Optional) - Prepare an engineering report summarizing the results and recommendations:

- Compile methods, results, conclusions and recommendations in draft technical memorandum;
- Attend one meeting with the County of San Mateo to discuss findings; and
- Incorporate review comments and finalize technical memorandum

Task 1 Deliverables:

- Topographical Map (11" x 17" hardcopy, PDF, DWG)
- Record of Survey for Monument Preservation (Recorded hardcopy, PDF)
- Electronic copies of survey data (ASCII)
- Dip Sheets (PDF)
- Aerial Photography items
 - 2D planimetrics (DWG)
 - 3D contours at 1' contour intervals (DWG)
 - DTM, model keypoints with breaklines (DWG)
 - 0.25 foot digital color orthos in MrSID format with MrSID files (MG3 at 30:1 compression)
- Pothole Data summary report with location maps, photos, and descriptions of each pothole (PDF)
- Visual condition survey of Pavement Report (PDF)

Task 1 Optional Deliverables:

- Draft Engineering Report on Pavement Assessment (MS Word)
- Final Engineering Report on Pavement Assessment (hardcopy, MS Word, PDF)

EXHIBIT A

Task 2: Feasibility Analysis and Traffic Study

Task 2.1: Kick-off Meeting

Contractor will prepare for and attend a kick-off meeting with the County. Contractor will prepare and submit meeting agenda in addition to preparing and distributing meeting minutes. The Contractor will conduct the kick-off meeting similar to a workshop allowing the design team to learn the key needs, issues, and goals of County staff, and fostering a collaborative process in understanding and developing the three conceptual corridor design alternatives.

Task 2.2: Data Gathering

Contractor will conduct an initial field review to understand the features that will affect the design, construction, and preparation of the contract documents. Contractor will gather and review existing record documents that are pertinent to the project's development. Typical data to be collected includes:

- Record Drawings/As-built plans
- County design standard plans and specifications, including boiler plate specifications for County construction projects
- Readily available mapping and aerial photographs
- Available Traffic counts
- Existing Signal Timing Sheets
- Parking occupancy and demand survey
- Accident data
- Utility facility maps
- Geotechnical reports
- Right of way record maps
- Assessor parcel data
- Tree Surveys
- Bus route plans and schedules
- Train Schedules
- Middlefield Road Underground District and Corridor Improvements
- Business and Property Owner survey data and report prepared by County (North Fair Oaks Forward team)

Task 2.3: Conceptual Plans

The Contractor will develop three conceptual design alternatives based on the adopted recommendations of the North Fair Oaks Community Plan and the Board of Supervisors. The alternatives will explore various designs of street and curb geometries, bulbouts, parallel parking, expanded sidewalks including public spaces and programming, site furnishings, and identity in street art, signage and wayfinding. Alternatives developed will be drawn at a detail and understanding to identify the critical geometric layouts, issues and associated costs. The Contractor will work with the County and other stakeholders to develop the three alternatives. The three alternatives will be presented to the community with the final objective of obtaining a consensus for an agreed preferred alternative. Conceptual Plans will include the following:

EXHIBIT A

- Preliminary street and curb geometric alignment Alternatives Plans (3)
- Preferred Alternative Plans with geometric street and curb layout (1)
- Rendered Alternatives Plans (3)
- Rendered Preferred Alternative Plan (1)
- Rendered Sections (6)
- Computer-generated Perspective Renderings (3)
- Materials, Features and Furnishings Boards (3)
- Preliminary Street Light Alternative Plans
- Signage Typologies and Design Options

The draft conceptual alternatives will be presented at the Community Workshop. Comments from the Community Workshop will be recorded and incorporated into final conceptual alternatives and presented at subsequent Community Workshops. The preferred alternative will be selected with help from the Community and serve as the basis for various reports and tasks throughout the project.

The Contractor will develop a signage program that will establish a visual identity and framework of information that will reinforce and support the planning and design goals of the street redesign. The signage and identity scope of work will include the following tasks:

- Conduct a site visit to observe and photo document the current street design and neighborhood context, as well as signage needs.
- Study site lines, required set-backs and develop vehicular/pedestrian keyed sign location plans that identify major signage components.
- Establish criteria for size and scale of the signage components. Research and collect images that illustrate a variety of signage typologies.
- Develop schematic alternatives for graphics and signage elements that will establish a visual identity for the streetscape.
- Review sign location plans, schematic alternatives for graphics and signage elements, and signage typology samples with project team as well as incorporate comments.
- Review the schematic options with Steering Committee. Incorporate comments and prepare presentation materials for Community Workshop.
- Attend a Community Workshop presenting signage plan and design options.
- Develop a narrative and graphics for the signage section of the Feasibility Report.

Task 2.4: Public Outreach and Meetings

The Contractor will be responsible for the Public Outreach of the project. The goal of the Public Outreach process is to engage the local community in developing a preferred alternative so that design can move forward with broad community support.

Task 2.4.1 Public Outreach Plan - A detailed Public Outreach plan will be developed by the Contractor and presented to the County for review. It is understood that the

EXHIBIT A

Contractor will do an initial round of outreach to key leaders in the community before developing the plan, so that the strategy can be informed by the community's knowledge and experience.

Public Outreach will be divided into 1) a Steering Committee that will be composed of a representative cross-section of residents and stakeholders, and 2) Community Workshops. The Steering Committee will review all aspects of the project and decide which issues and questions are most important to bring to the wider community. The wider community will be invited to participate in Community Workshops to consider these key questions identified by the Steering Committee.

All Steering Committee Meetings and Community Workshops will be conducted bi-lingually in Spanish and English. This will include:

- Bi-lingual notices
- Bi-lingual agenda and materials
- Bi-lingual Power Points and presentation boards
- Both simultaneous translation with head phones and consecutive translation without head phones, each used when most effective
- Bi-lingual meeting notes

The Public Outreach Plan will include the following information at a minimum:

- How the Contractor will perform public outreach to involve the vast majority of the community.
- How the Contractor plans on building a Steering Committee and who will be invited to participate in this committee.
- Once the Steering Committee is established, how will the Committee work on recruiting a representative base to be invited to the Community Workshops
- How the Steering Committee will decide on what to present at the Community Workshops versus what can be decided internally.
- Provide information on how the Contractor will schedule, lead, and present at all Community Workshops.
- How the Contractor plans to record comments during Community Workshops and how these comments will be used to define a preferred alternative moving forward.
- How materials and meetings will be presented bi-lingually (Spanish-English).

Task 2.4.2 Meetings - As part of this task the Contractor will organize, attend and lead several meetings throughout the Public Outreach process. Six (6) Steering Committee meetings and 3 Community Workshops are anticipated.

The Contractor will lead the meeting and provide the necessary documents or exhibits for the meetings. The Contractor will prepare the agenda and record meeting minutes to

EXHIBIT A

be distributed afterwards.

The Contractor will be responsible for all facets of the Community Workshops. The Contractor will locate and reserve the meeting locations, send out invites (mailings), prepare meeting agendas, lead meeting presentation, record meeting comments, distribute meeting minutes afterwards, and provide a summary of comments received as they relate to the alternatives presented. At each Community Workshop the Contractor will steer the meeting in a way that leads to an ultimate decision of a preferred alternative for the project.

It is anticipated that the meetings will take place at the Fair Oaks Community Center. The County will be responsible for all fees associated with the meeting space rental.

Task 2.5: Feasibility Report

Contractor will prepare a report to define a conceptual design of the project. The report will summarize the three alternatives studied, document the design criteria, and identify the project elements, including the preferred alternative. In addition, a preliminary opinion of probable construction cost will be prepared for the preferred alternative to confirm the proposed project is within the County's budget.

The Feasibility Report will also outline the level of CEQA review that will be required for this project, based on the outcome of Task 3.1 below. Specifically, a report/memorandum will be prepared and attached to the Feasibility Analysis that describes the scope of analysis required for CEQA, and an estimated budget and schedule for completing the CEQA process for the project.

Task 2.6: Traffic Data Collection

Field observations will be conducted to review land uses, traffic patterns, signal equipment locations, stop control signage locations, and pedestrian and bicycle activity.

Contractor will obtain 2015 traffic peak hour counts at the 46 intersections listed in the Request For Proposals Enclosure 7 during one typical weekday during the AM (7-9 AM), PM (4-6 PM) and after school (two hour period to be determined through coordination with County and local school schedules) peak periods. The traffic counts will include turning movements of vehicles, bicycles and pedestrians for each location during each peak period.

Contractor will collect as-built traffic signal plans and street lighting plans from the County to supplement the field data collected by the Contractor. County staff will provide any special requirements for the traffic signal and street lighting design such as:

- Preferred phasing assignments
- Equipment preferences
- Vehicle detection type
- Emergency preemption
- Battery backup systems

EXHIBIT A

- Type of street lighting and use of LED
- Decorative pole types, if applicable
- Preferred types of street name signs at signals (decorative, special details, etc.)

Contractor will also perform field measurements to determine existing signal and street lighting conditions, existing utilities, and any potential conflicts.

It is anticipated that the project will include the following improvements:

- One signal modification at Middlefield Road and 5th Avenue
- One modification to an existing pedestrian crossing system at Middlefield Road and 4th Avenue
- One new traffic signal at Middlefield Road and Pacific Avenue/Northside Avenue/railroad crossing and Health Center/Redwood Junction
- Two new pedestrian crossing systems
- Approximately 0.5 mile of new street lighting

Task 2.7 Traffic Analysis

Contractor will code the existing geometry, signal timing plans, and existing turning movements into a Synchro models for the three peak periods and for all three alternatives with an assumption that the number of through lanes on Bay Road, Spring Street, Fair Oaks Avenue, Marsh Road, El Camino Real, and Middlefield Road will not change for the three alternatives analyzed. The Contractor will use the field observations to calibrate the model to accurately reflect existing conditions.

The proposed three alternatives will then be incorporated into the Synchro model for the twelve project intersections (Middlefield Road from MacArthur Ave. to 5th Ave). It is assumed that the other 34 intersections listed in the Request for Proposals Enclosure 7 will be included in the analysis, but no changes to the existing conditions, volumes, traffic distribution patterns, and mitigations will be proposed at these intersections. The following scenarios will be analyzed:

1. Existing conditions
2. Base line conditions (existing volumes with proposed 3 alternatives)
3. Background conditions (2020 volumes with existing conditions)
4. Project conditions (2020 volumes with proposed 3 alternatives)
5. Future conditions (2050 volumes with proposed 3 alternatives)

Contractor will provide the traffic study in the Draft Feasibility Report for review and will incorporate comments received from the County into a Final Feasibility Report.

The traffic study will assume a CEQA Mitigated Negative Declaration and will incorporate appropriate traffic mitigations. Any potential issues that may arise during the CEQA Initial Study that would require an EIR would be identified at that time and the scope adjusted if necessary. The goal of the traffic study is to have a comprehensive report that can be used throughout the project as a reference for the Feasibility Study

EXHIBIT A

and CEQA document to support the analysis of traffic, air, and noise impacts.

Task 2.8: Signalization and Traffic Management Plans

Contractor will provide recommendations based on the traffic analysis on the following items:

- Locations to be signalized
- Signal phasing types such as split or lead-lag
- Locations for pedestrian crossing systems and the types such as rapid flashing beacon signs or HAWK, if applicable
- Street lighting spacing and types, roadway and pedestrian level

A Traffic Management Plan will be drafted at this stage to discuss possible staging of construction and potential traffic management strategies to be considered during construction. This plan will be submitted at draft stage during Phase 1 and finalized during Phase 3. The Contractor will provide a Draft Traffic Management Plan and incorporate one round of comments into a Final Traffic Management Plan.

Task 2 Deliverables:

- **Kick-off Meeting Agenda (PDF)**
- **Kick-off Meeting Minutes (PDF)**
- **Draft Public Outreach Plan (MS Word)**
- **Final Public Outreach Plan (MS Word, PDF)**
- **Synchro File from Final Traffic Study (SY7)**
- **Preliminary Street and Curb Alignment Plans for Three Alternatives (PDF, DWG)**
- **Preferred Alternative Plans with Geometric Street and Curb Layout (PDF, DWG)**
- **Rendered Plans for Three Alternatives (Hardcopy for Community Workshops, PDF)**
- **Rendered Preferred Alternative Plan (Hardcopy for Community Workshops, PDF)**
- **Rendered Sections (Hardcopy for Community Workshops, PDF)**
- **Computer-generated Perspective Renderings (Hardcopy for Community Workshops, PDF)**
- **Materials, Features, and Furnishing Boards (Hardcopy for Community Workshops, PDF)**
- **Preliminary Street Light Alternative Plans (Hardcopy, PDF)**
- **Signage Typologies and Design Options (Hardcopy for Community Workshops, PDF)**
- **Draft Feasibility Report, including Traffic Study (MS Word)**
- **Final Feasibility Report, including Traffic Study (hardcopy, MS Word, PDF)**
- **Draft Signalization Plan (MS Word)**
- **Final Signalization Plan (hardcopy, MS Word, PDF)**

EXHIBIT A

- **Draft Traffic Management Plan (MS Word)**
- **Final Traffic Management Plan (hardcopy, MS Word, PDF)**
- **Meeting Agenda and Minutes- Various meetings (PDF)**
- **Summary of Comments received on Alternatives at Community Workshops (PDF)**

Task 3: CEQA Compliance

Task 3.1: Initial Study

Contractor will prepare an Initial Study using the County's Planning Department checklist and format. County will provide relevant project information, background documents, and maps to the Contractor. Contractor will conduct a CEQA initiation meeting and site visit with County and Steering Committee.

Contractor will prepare a draft Project Description for the Initial Study for review and approval by County staff. The draft Project Description will be based on the preferred design alternative selected by the County, as part of Task 2. The approved Project Description will then form the basis for the Initial Study. It is anticipated that the Project Description will not change after approval by the County. Contractor will provide a recommendation about the appropriate CEQA document to County staff for discussion and confirmation during a meeting or conference call.

The Initial Study document will include a project description, an environmental setting, and an evaluation of environmental impacts. To determine the nature of any additional environmental review required for this specific project, the evaluation of environmental impacts will be framed within the context of the impacts and mitigation measures already identified in the North Fair Oaks Community Plan Update EIR (State Clearinghouse Number 2011042099).

The Contractor will evaluate all eighteen required environmental factors identified in the County's CEQA checklist for the Initial Study document. Special attention will be given to the following topics.

- **Aesthetics:** Contractor will conduct analysis based on review of the North Fair Oaks Community Plan Update EIR aesthetics analysis, the preferred design alternative, and initial site visit and site photography. Because the project will improve the appearance of the street, no adverse impacts are anticipated with regard to CEQA findings. *As an optional service, the Contractor will provide up to three representative visual simulations (before and after views) to assess the visual or lighting effects of the project.*
- **Air Quality and Greenhouse Gases (GHG):** Contractor will conduct analysis based on review of the existing conditions information in the North Fair Oaks Community Plan Update EIR air quality and GHG analyses and the Traffic Study for this project conducted under Task 2. The analysis of air quality and GHGs will be performed to conform with the CEQA Guidelines of the Bay Area Air Quality

EXHIBIT A

Management (BAAQMD). Potential impacts will be evaluated using BAAQMD 2011 CEQA Guidelines recommended methodologies and thresholds, where applicable. The following will be included in the CEQA evaluation using appropriate models:

- Project construction criteria pollutant and GHG emissions.
- Project operational criteria pollutant and GHG emissions based on the various traffic scenarios identified under Task 2.
- Air quality health impacts to existing sensitive receptors from project construction based on a screening level health risk assessment.
- Localized carbon monoxide impacts from operational traffic volumes at affected intersections assessed based on BAAQMD screening level assessment and criteria.

It is anticipated that the BAAQMD screening-level criteria is the appropriate level of evaluation.

As an optional service, the Contractor will provide refined modeling for air impacts to existing sensitive receptors from project construction and localized carbon monoxide impacts from operational traffic volumes at affected intersections. This option would consist of refining the assessment assumptions or using a Caline or similar model to estimate emissions at one representative worst-case location for operational changes.

- **Geology & Soils:** Contractor will conduct analysis based on review of the North Fair Oaks Community Plan Update EIR and other relevant and available geotechnical and soils information.
- **Hazards & Hazardous Materials:** Contractor will conduct analysis based on review of the North Fair Oaks Community Plan Update EIR hazards & hazardous materials analysis, updated data base searches, and the preferred design alternative.

Contractor will provide as an optional service a Phase I Environmental Site Assessment (ESA) prepared to ASTM standards. The purpose of a Phase I ESA is to perform investigative activities to evaluate, on a preliminary basis, whether there has been a significant release or contamination event due to hazardous and/or toxic wastes and/or substances on or in the immediate vicinity of the subject property. The scope of services provided herein will be consistent with guidelines outlined in ASTM Standard E1527-13 and includes:

- *Researching the history of site ownership and uses for the subject site, to develop an understanding of potential past/present uses and the extent to which significant waste-generating uses occupy (or have previously occupied) the subject site. Contractor will not interview surrounding tenants regarding the site history of the subject parcels.*
- *Performing a site visit to obtain evidence of directly observable conditions or*

EXHIBIT A

indications of the presence of significant onsite contamination concerns.

- *Obtaining an Environmental Data Resources (EDR) report that includes historical aerial photos, topography maps, environmental liens, phone records, and a review of selected federal and state incident data lists to evaluate proximity of recorded events. EDR's E2600-10 Tier 1 Vapor Encroachment Screening tool will be used.*
- *Interviewing selected federal/state/local officials, as appropriate and researching Regional Water Quality Control Board (RWQCB) and Department of Toxic Substances Control (DTSC) files to evaluate the existence of recent undocumented releases or spill events capable of adversely impacting the subject or vicinity sites. Regulatory compliance status of the subject site will not be evaluated. Strict confidentiality will be maintained on all inquiries.*
- *Providing a professional opinion as to the potential for significant onsite contamination concerns and recommendations (if any) for additional investigation activities.*

A Phase II ESA will not be required as part of this task.

- **Hydrology & Water Quality:** Contractor will conduct analysis based on review of the North Fair Oaks Community Plan Update EIR hydrology and water quality analysis and the preferred design alternative, including the specific stormwater/drainage improvements for the project. Contractor will summarize the drainage facilities proposed as part of the project, and the results of the drainage assessment (Task 6.2) and Stormwater Management Plan (Task 6.3). If these studies are not readily available for the CEQA document schedule, then a qualitative description will be summarized to note that the project will not be adding pavement (no increase in storm runoff), and a general range of potential drainage changes and improvements that may be considered to address the existing flooding and inadequate stormwater drainage in the area.
- **Noise:** Contractor will conduct analysis based on review of the existing conditions information in the North Fair Oaks Community Plan Update EIR noise and vibration analyses, the Traffic Study for this project conducted under Task 2, the County's Noise Ordinance and the County's guidelines for noise and land use compatibility. *As an optional service, the Contractor will obtain accurate and up to date ambient noise information for this factor by conducting new ambient noise measurements or modelling. This optional service will include one day of representative new ambient noise measurements and conducting modelling at several representative sensitive receptors.*
- **Transportation/Traffic:** Contractor will conduct analysis based on review of the existing conditions information in the North Fair Oaks Community Plan Update EIR traffic analyses and the Traffic Study for this project conducted under Task 2. *Contractor will provide quantitative analyses to evaluate traffic, transit, emergency response or other elements of the transportation system as an optional service. Four*

EXHIBIT A

subtasks as follows:

- *Existing conditions - description of routes, frequency, hours of operation, bus stop locations; identification of concerns and problems*
- *Ridership analysis – all day “ridecheck” of ons and offs at each stop in the study area, over a 14 hour period (6:00 AM to 8:00 PM) on one weekday; documentation of methodology; analysis of results.*
- *Construction impacts – review of potential construction staging strategy, identification of bus stops that could be out of service and duration, identification of mitigations such as temporary relocation of stops and provision of alternate access routes to stops.*
- *Report preparation – document results of first three tasks, one round of comments from County and revision of report*
- *Graphics would be prepared for each task on schematic base maps that would already be available from other tasks.*
- *Ridecheck would involve 4 people at any time, two counting in the southbound direction, two counting in the northbound direction. Each person would board the bus at the first stop in the study area and ride to the last stop, then walk back and repeat.*

Coordination under this task will be conducted via conference call or email, other than the initial meeting and site visit.

Task 3.2: Preparation of CEQA Document

Task 3.2.1: Preparation of ND/MND - The Contractor will prepare a Mitigated Negative Declaration (MND) for the proposed project. This task will include all activities associated with finalizing the Draft IS/MND for publication based on Task 3.1 above, preparing a notice for publication for a local newspaper and filing the notice, preparing responses to public comment after the 30-day public review period (anticipate that up to 100 estimated individual comments within written letters and verbal submissions will be received), revising the IS/MND if warranted based on public comments, and preparing the mitigation monitoring and reporting program (MMRP). Contractor will incorporate County staff comments on the Administrative Final IS/MND.

It is anticipated that all concerns raised during the 30-day public review period will be addressed with the MND and no further studies will be required.

Contractor will prepare a MMRP for the project. The MMRP will incorporate the MND mitigation measures, and identify the parties responsible for implementing mitigation measures, as well as the timing of implementation.

The Contractor will be responsible for preparing the Notice of Intent (NOI) and Notice of Determination (NOD) for this project. The Contractor, with help from the County, will

EXHIBIT A

develop a mailing list and will distribute copies (see number of copies below) to local and regional agencies and interested parties. Contractor will be responsible for posting the NOI with the County Clerk. The Contractor will provide the County with 40 hardcopies of the document for public circulation and will mail those copies to parties the County selects. Contractor will deliver 15 hardcopies to the State Clearinghouse, as required. A total of 55 hardcopies of the Draft IS/MND will be provided. A version suitable for web posting will also be provided for the County to post. A total of 40 hardcopies of the Final IS/MND will also be provided.

All of the deliverables anticipated for the IS/MND task are shown below under Task 3, IS/MND Deliverables.

Task 3.3: CEQA Meetings

Contractor will attend one County Board meeting where an IS/MND is considered for adoption or an EIR is considered for certification. Contractor will be prepared to respond to questions. Contractor will attend two CEQA public meetings in addition to the above requirements.

Task 3 IS/MD Deliverables:

- **CEQA Initiation Meeting Agenda (PDF)**
- **CEQA Initiation Meeting Minutes (PDF)**
- **Draft Project Description (MS Word)**
- **Administrative Draft Initial Study (MS Word)**
- **Final Draft Initial Study (hardcopy, MS Word, PDF)**
- **CEQA Document recommendation memo (hardcopy, PDF)**
- **Final Draft IS/MND for public review (hardcopy, MS Word, PDF) 55 copies**
- **Draft Mitigation Monitoring and Reporting Plan (MS Word)**
- **Final Mitigation Monitoring and Reporting Plan (hardcopy, MS Word, PDF)**
- **Response to Public Comments on Draft IS/MND (hardcopy, MS Word, PDF)**
- **Final IS/MND ready for Adoption (hardcopy, MS Word, PDF) 40 copies**
- **Notice of Intent (hardcopy, PDF)**
- **Notice of Completion (hardcopy, PDF)**
- **Notice of Determination (hardcopy, PDF)**

PHASE 2: INFRASTRUCTURE IMPROVEMENTS

Task 4: Utility Relocation and Undergrounding

Contractor will coordinate the design process with the County and utility companies. Contractor will be proactive in working with the County and stakeholders in an attempt to minimize the potential for misunderstandings and issues that could potentially stall an undergrounding project. Contractor will coordinate with all stakeholders and agencies including, but not limited to:

- County of San Mateo
- PG&E
- AT&T

EXHIBIT A

- Cablecom
- Other affected utilities within project area (ie. California Water Service Company, Fair Oaks Sewer Maintenance District, San Francisco Public Utilities Commission, Menlo Park Highway Lighting District, etc.)
- City Internet
- Property Owners
- Other regulatory agencies

Task 4.1 Field Review and Analysis

Contractor will perform a site survey and field review of actions taken to date on the undergrounding process by the County. Contractor will provide feedback on the process and any areas of potential improvement or change. Contractor will review the Boundary/District Map and summarize comments in a memo to the County.

Task 4.2: Budget Level Estimate

Contractor will prepare a budget level estimate of the costs of the undergrounding; including service conversions, to evaluate the limits of undergrounding that can be accomplished within the available budget.

Task 4.3: Base Mapping

Contractor will prepare base plans, known as “Intent Plans” for use by the utility companies to design their systems. Base plans will include existing topography, utilities, right-of-way lines, easement lines pertinent to the utilities, and outlines of structures with existing points of connection of the current overhead lines, and schematic location of the new joint trench. Where curb lines are changing, new curb, gutter and sidewalk will be shown. Contractor will coordinate with affected utilities to provide Intent Plans to said utilities according to their requirements.

Task 4.4: Layout of Street Lights

Contractor will prepare a preliminary layout of new street lights in the areas where existing street lights are on utility poles that are being removed as part of the undergrounding, with electrical load and potential points of connection to the system, circuiting, and photometric calculations, as required. Contractor will assess the overall layout of street lights in the project area and provide a recommendation of a layout plan.

Task 4.5: Draft Submittal

Contractor will submit base maps, and other required information to the utility companies to facilitate their design. The County will pay any fees charged by the utility companies for their design.

Task 4.6: Individual Property Improvements

Contractor will review individual exhibits prepared by PG&E for parcels whose existing overhead services will be undergrounded and Contractor will summarize comments in a memo to the County.

Task 4.7: Coordination

EXHIBIT A

Contractor will coordinate with utility companies throughout their design processes and provide information to the County regarding schedule and status. Contractor will coordinate with the County for future wireless Internet use. PG&E is to do the electrical design for Rule 20A. Contractor will coordinate with PG&E during the design phase to facilitate resolution of any issues. Contractor will keep detailed records of any correspondence with PG&E of geometric design changes and obtain confirmation of receipt of said changes. Contractor will be responsible for keeping PG&E aware of any changes that could affect their joint trench design. Contractor will make every effort to communicate with PG&E so that no utility conflicts arise from lack of coordination between PG&E and the Contractor.

Task 4.8: Composite Joint Trench Plans

Contractor will provide QA/QC to coordinate the composite joint trench plans with the County's projects and final design. Contractor will communicate periodically with PG&E on any design changes that may affect geometric layout and have the potential of affecting the joint trench. Contractor will provide comments to PG&E during the 60%, 90%, 100% Draft and 100% Final Joint Trench plan set stage. Contractor will provide value engineering of PG&E design to confirm the design is a best use of funds.

As an optional service, Contractor will design and incorporate utility company designs into a bid package with Composite Joint Trench Plans, showing details of substructure to be installed as part of the County project. Utility company conductors will be installed by their forces and not shown on the plans. Details for all trench configurations will be shown on the plans. Composite Joint Trench Plans will be submitted at the 60%, 90%, 100% Draft, and 100% Final submittals

Task 4.9: Agreement Review

Contractor will review Utility Company fees and agreements on behalf of the County. The County will execute these agreements and pay any fees and costs of the utility companies.

Task 4 Deliverables:

- **Review of Process Memo (hardcopy, PDF)**
- **Budget Level Estimate (hardcopy, PDF)**
- **Comments on Existing Boundary/District Map (hardcopy, PDF)**
- **Intent Plans (hardcopy, PDF, DWG)**
- **Streetlights Layout (hardcopy, PDF, DWG)**
- **Comments on 60% Joint Trench Plans (hardcopy, PDF)**
- **Comments on 90% Joint Trench Plans (hardcopy, PDF)**
- **Comments on 100% Draft Joint Trench Plans (hardcopy, PDF)**
- **Comments on 100% Final Joint Trench Plans (hardcopy, PDF)**
- **Comments on Utility Company fees and agreements (hardcopy, PDF)**

Task 4 Optional Deliverables:

- **60% Joint Trench Plans (hardcopy, PDF)**

EXHIBIT A

- **90% Joint Trench Plans (hardcopy, PDF)**
- **100% Draft Joint Trench Plans (hardcopy, PDF)**
- **100% Final Joint Trench Plans (hardcopy, PDF)**

Task 5: Redwood Junction/Railroad Crossing Improvements

Task 5.1: Conceptual Plans

Contractor will prepare 20-scale preliminary plans intended to allow the County, CPUC, Samtrans, UPRR and other stakeholders to review and comment upon the basic design concepts early in the process. Contractor will develop a preliminary layout plan delineating the new curbs, gutters, sidewalks, median islands, curb ramps, crosswalks, signing and striping. The preliminary traffic signal plans will depict the following:

- Location of proposed traffic signal poles, traffic signal heads, pedestrian signal heads and push buttons, vehicle detectors, pull boxes, conduits and cabinets
- Proposed signal phasing diagrams, including railroad preemption clearance phasing
- Proposed safety lighting locations
- Proposed connection to railroad signal controller

Task 5.2: Conceptual Construction Cost Estimates

Contractor will provide a preliminary opinion of probable construction cost to confirm the proposed project is within the County's budget.

Task 5.3: Caltrain, UPRR, CPUC Coordination

Contractor will schedule, attend and lead one field meeting with County and CPUC regarding the preliminary design at the Redwood Junction at-grade crossing. Contractor will engage UPRR at preliminary stage of design to verify UPRR requirements are understood and adhered to in the design documents. The Contractor will be available for up to 5 meetings (including the field meeting) between the various stakeholders (UPRR, Samtrans, Caltrain, and CPUC). Contractor will coordinate with UPRR to confirm that gate timing, and other issues related to the at-grade crossing are addressed from the preliminary design to 100% Final design.

Contractor will coordinate with UPRR on the placement of the railroad signals and gates; however, it is anticipated that UPRR will design any improvements or modifications to the railroad signal equipment and the Contractor will review and comment on UPRR's design documents.

Contractor will schedule and attend coordination meetings with 2700 Middlefield Road and Redwood Junction property owners. Contractor will budget for up to 3 private property meetings.

Task 5.5: Final Plans

Contractor will prepare plans, technical specifications, and opinions of probable construction

EXHIBIT A

costs for 60%, 90%, 100% Draft, and 100% Final submittals and submit these documents in conjunction with the Task 7 deliverables.

Plans will be developed to scale per the County's standard plan format using AutoCAD. Contractor will prepare plans that will include the sheets listed below. Each sheet of the final plans will be stamped and signed by the Engineer of Record:

- Typical Sections (1)
- Civil Details and Curb Profiles (3)
- Plan including utilities (2)
- Temporary Traffic Control (1)
- Signing and Striping (1)
- Traffic Signal (2)

The traffic signal design plans will include conductor and equipment schedules. Contractor will coordinate with PG&E to apply for new electrical service, including preparation of electrical load calculations. PG&E application fees will be paid by the County.

Contractor will prepare traffic signal timing plans using Synchro software in a timing plan format that will be provided by the County. Contractor will submit a draft of the timing plans and incorporate comments received from the County. Final versions of the timing plans will be incorporated into the plans and specifications and be made available during construction. The traffic signal design will conform to the latest County, California Manual on Uniform Traffic Control Devices (CAMUTCD) and Caltrans design standards and specifications.

Task 5.6: Technical Specifications

Contractor will prepare technical specifications for review and comment by the County. The specifications will be in Caltrans standard format (2006 Caltrans Standard Plans and Specifications). The technical specifications will include a description of each item on the bid schedule with requirements for measurement and payment. Specifications will be submitted at the 60%, 90%, 100 % Draft and 100 % Final stages, with comments incorporated at each stage.

Task 5.7: Construction Cost Estimate

A detailed cost estimate will be prepared for the 60%, 90%, 100% Draft, and 100% Final submittals, including quantity takeoffs, unit costs, and cost estimates for each element of the project. Comments will be incorporated at each of the stages above.

Task 5.8: CPUC General Order 88-B

The Contractor will prepare and submit a request for planned alterations to the existing at-grade crossing on Middlefield Road by letter and include the following:

- Statement describing the proposed alterations and their benefits.
- Map of the immediate vicinity of the crossing to be altered.

EXHIBIT A

- Engineering diagram of the at-grade intersection which details changes in the roadway profiles or elevations of present grade lines that will be affected.
- Engineering diagram of the “Current Condition” at the at-grade crossing intersection which details existing railroad safety devices, signage (active and passive), and pavement markings.
- Engineering diagram of the “Crossing Modifications” at the at-grade crossing intersection which details planned changes and additions to the crossing.
- Chart labeled “Legend, Abbreviations, Drawing Index and General Notes” identifying icons and abbreviations used in the engineering diagrams and an index of the diagrams used.
- Evidence of agreement between the parties relative to the proposed alteration(s)
- General statement indicating the temporary traffic controls and type(s) of warning devices to be provided, if any, during the period of construction of the proposed alteration.

Contractor will participate in the Diagnostic Field Review conducted by the CPUC after receipt of the General Order (GO) 88-B documents.

Task 5.9: Permits

Contractor will assist the County in obtaining permits from Caltrain, CPUC, UPRR, and Samtrans including an Encroachment Permit for the at-grade crossing improvements and the undergrounding of utilities.

Task 5 Deliverables:

- **Conceptual Plans (11” x 17” hardcopy, PDF, DWG)**
- **Conceptual Construction Cost Estimate (MS Excel, PDF)**
- **Comments on 60% UPRR Plans (hardcopy, PDF)**
- **Comments on 90% UPRR Plans (hardcopy, PDF)**
- **Comments on 100% Draft UPRR Plans (hardcopy, PDF)**
- **Comments on 100% Final UPRR Plans (hardcopy, PDF)**
- **60% Plans and Specifications of At-grade Crossing Improvements (11” x 17” hardcopy, PDF, DWG)**
- **Written responses to comments on 60% set (PDF)**
- **90% Plans and Specifications of At-grade Crossing Improvements (11” x 17” hardcopy, PDF, DWG)**
- **Written response to comments on 90% set (PDF)**
- **100% Draft Plans and Specifications of At-grade Crossing Improvements (11” x 17” hardcopy, PDF, DWG)**
- **Written responses to comments on 100% set (PDF)**
- **100% Final Plans and Specifications of At-grade Crossing Improvements (11” x 17” hardcopy, PDF, DWG)**
- **Draft Timing Plan (MS Word)**
- **Final Timing Plan (MS Word, PDF)**
- **CPUC GO-88 B Application to Modify At-grade Crossing (hardcopy, PDF)**
- **Encroachment Permit Application and Copy of Issued Permit (PDF)**

EXHIBIT A

Task 6: Stormwater/Drainage Improvements

Contractor will develop plans to improve the drainage infrastructure and efficiency of the stormwater system in the Project area by completing the below described tasks.

Task 6.1: Data Collection

Contractor will review available data, including previous studies, provided by the County. Contractor will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project and research as-built roadway/drainage plans provided by the County.

Task 6.2: Drainage Report

Contractor will apply hydraulic modeling to evaluate the capacity of the existing storm drain systems and assess the needs for any drainage improvements. The choice of models will be the PC, SWMM, an enhanced version of EPA's SWMM. For the existing condition run, the model will show the levels of flow, potential problem areas, and a 2-D view of any overland flooding. The model will also be run for the proposed conditions with all of the proposed drainage system improvements.

Contractor will provide recommendations to improve the existing stormwater system that will increase the capacity and efficiency of the current system and not exacerbate the existing conditions. This design will be incorporated into the overall Project.

Contractor will prepare a Drainage Report to document the design criteria, key assumptions, design calculations, and drainage improvement recommendations.

Task 6.3: Stormwater Management Plan

Contractor will comply with the C.3 provision of the latest stormwater requirements. Part of this task will be to incorporate low-impact development (LID) as it relates to stormwater management systems, retention, and treatment. Contractor will prepare a Stormwater Management Plan documenting the design criteria, design assumptions, design calculations, recommended best management practices (BMPs), and any necessary hydromodification mitigation measures. Contractor will utilize the County's stormwater checklists and include them in the report.

Task 6.4: Final Plans

Contractor will provide final plans of the proposed drainage improvements and incorporate these plans into the final set of project plans.

Task 6.5: Meetings

Contractor will budget for three coordination meetings for this task.

Task 6 Deliverables:

- **60% Plans and Specifications of Stormwater/Drainage Improvement (11" x 17" hardcopy, PDF, DWG)**
- **Written responses to comments on 60% set (PDF)**

EXHIBIT A

- **90% Plans and Specifications of Stormwater/Drainage Improvement (11" x 17" hardcopy, PDF, DWG)**
- **Written response to comments on 90% set (PDF)**
- **100% Draft Plans and Specifications of Stormwater/Drainage Improvement (11" x 17" hardcopy, PDF, DWG)**
- **Written responses to comments on 100% set (PDF)**
- **100% Final Plans and Specifications of Stormwater/Drainage Improvement (11" x 17" hardcopy, PDF, DWG)**
- **Draft Drainage Report (MS Word)**
- **Final Drainage Report (PDF)**
- **Draft Stormwater Management Plan (MS Word)**
- **Final Stormwater Management Plan (hardcopy, PDF)**

PHASE 3: DESIGN PLANS AND SPECIFICATIONS

Task 7: Design Plans and Specifications

Task 7.1: 60% Design Plans

Once a preferred alternative has been selected, the Contractor will present a comprehensive and overall view of the project elements to a design level where the vision of the project can be fully defined and confirmed. The rendered or illustrative drawings will be updated to the current design and be used in presenting the project to the community and stakeholders by providing the following:

- Rendered Overall Plans (2)
- Rendered Enlarged Plan (1)
- Rendered Sections (3)
- Computer-generated Perspective Renderings (3)
- Materials, Features and Furnishings Boards (3)

Construction plans will be developed to scale per the County's standard format using AutoCAD. The improvements on the plans will be designed to meet the latest Americans with Disabilities Act (ADA) accessibility requirements.

Contractor will prepare plans that will include approximately the sheets listed below. Each sheet of the final plans will be stamped and signed by the Engineer of Record.

- Title Sheet (1)
- Notes and Details (2)
- Survey Map (2)
- Demolition Plan (7)
- Typical Sections (1)
- Plan and Profiles, including utilities (11)
- Signing and Striping (7)
- Traffic Handling/Stage Construction Plans (7)

EXHIBIT A

- Traffic Signal/Pedestrian Crossing Signal Plans (8)
- Street Lighting Plans (6)
- Street Power Plans (6)
- Materials and Site Furnishing Plans (6)
- Planting Plan (6)
- Irrigation Plan (6)
- Landscape Details (6)
- Signage and Wayfinding Plans and Details (2)
- *Composite Joint Trench Plans (10, provided as an optional service)*

Contractor will design pedestrian and street lighting poles and fixtures to the County's requirements. Contractor will be responsible for researching several types of poles and fixtures and present these findings to the County and potentially at the Community Workshops for commentary. Contractor will provide a memo summarizing the research and a recommendation.

Contractor will develop preliminary pedestrian level and street lighting plans once types of poles and fixtures are selected. These plans will illustrate existing lighting pole and conduit locations, existing conditions that may potentially conflict with lighting poles such as drainage inlets and lines, and proposed pole locations.

Contractor will be responsible for coordination with PG&E to apply for new electrical services, including preparation of electrical load calculations. Any PG&E application fees will be paid by the County. Contractor will coordinate this task with PG&E during the undergrounding design to account for new electrical locations during the joint trench design.

At the 60% submittal, the traffic signal and street lighting plans will depict the following:

- Location and type of existing and proposed signal poles and equipment
- Location and type of existing and proposed pedestrian crossing poles and equipment
- Existing and proposed signal phasing diagrams
- Existing and proposed street lighting locations and types

Task 7.2: 60% Technical Specifications

Contractor will provide the County with an outline of the technical specifications that correspond to the 60% design plans. The outline will be in conformance with Caltrans Standard Specifications.

Task 7.3: 60% Construction Cost Estimate

Contractor will provide a detailed cost estimate for the 60% submittal, including quantity takeoffs, unit costs, and cost estimates for each element of the project. Backup documentation on calculations will be provided to the County. Contractor will provide copies of quantity take-offs with a preliminary and QA/QC version.

EXHIBIT A

Task 7.4: 90% Design Plans

Contractor will incorporate comments on the 60% submittal documents into 90% submittal. Contractor will prepare a written response to comments. The plans list will include all the sheets in the 60% set with the addition of civil, electrical, landscaping and irrigation details.

The 90% traffic signal plans will be refined to include the following:

- Traffic signal conduit and conductor information and schedules, including pull box locations and sizes
- Proposed and existing electrical service locations
- Updated locations of proposed traffic signal poles and equipment, including controller cabinet and service cabinet locations
- Any necessary details such as decorative pole types and/or foundations, street name sign designs, mounting of emergency preemption, etc., where applicable
- Addition of any project specific or County preferred equipment specifications

Task 7.5: 90% Technical Specifications

Contractor will prepare technical specifications for review and comment by the County. The specifications will be in County and Caltrans standard format. The technical specifications will include a description of each item on the bid schedule with requirements for measurement and payment.

Contractor will include a list of submittals, bid schedule, and list of information available to bidders will be prepared and the allowed construction time period determined. The County will prepare and provide the front end specifications for the project.

Task 7.6: 90% Construction Cost Estimate

Contractor will provide a detailed cost estimate for the 90% submittal, including quantity takeoffs, unit costs, and cost estimates for each element of the project. Backup documentation on calculations will be provided to the County. Contractor will provide copies of quantity take-offs with a preliminary and QA/QC version.

Task 7.7: 100% Draft, and 100% Final Design Plans

Contractor will incorporate comments on the 90% submittal documents into 100% Draft submittal. It is anticipated that comments will be minor from the 90% submittal onward. Contractor will prepare a written response to comments.

Contractor will incorporate comments on the 100% Draft submittal documents into a 100% Final submittal. Contractor will prepare a written response to comments. Contractor will submit signal timing plans at the draft level for comment and at final submittal incorporating the comments.

Task 7.8: 100% Draft, and 100% Final Technical Specifications

Contractor will incorporate comments on the 90% submittal documents into 100% Draft submittal. Contractor will prepare a written response to comments.

EXHIBIT A

Contractor will incorporate comments on the 100% Draft submittal documents into 100% Final submittal. Contractor will prepare a written response to comments.

Contractor will provide the County a stamped and signed 100% Final set of specifications. It is anticipated that comments will be minor from the 90% submittal onward.

Task 7.9: 100% Draft, and 100% Final Construction Cost Estimate

Contractor will provide a detailed cost estimate for the 100% Draft submittal, including quantity takeoffs, unit costs, and cost estimates for each element of the project. Backup documentation on calculations will be provided to the County. Contractor will provide copies of quantity take-offs with a preliminary and QA/QC version.

Contractor will provide a detailed cost estimate for the 100% Final submittal, including quantity takeoffs, unit costs, and cost estimates for each element of the project. Backup documentation on calculations will be provided to the County. Contractor will provide copies of quantity take-offs with a preliminary and QA/QC version.

Task 7 Deliverables:

- **60% Plans, Specifications Outline and Estimate (11" x 17" hardcopy, PDF, DWG)**
- **Written responses to comments on 60% PS&E set (PDF)**
- **90% Plans, Specifications and Estimate (11" x 17" hardcopy, PDF, DWG)**
- **Written response to comments on 90% PS&E set (PDF)**
- **100% Draft Plans, Specifications and Estimate (11" x 17" hardcopy, PDF, DWG)**
- **Written responses to comments on 100% Draft PS&E set (PDF)**
- **100% Final Plans, Specifications and Estimate (11" x 17" hardcopy, PDF, DWG)**
- **Rendered Plans and Sections (Hardcopy for Community Workshops, PDF)**
- **Computer-generated Perspective Renderings (Hardcopy for Community Workshops, PDF)**
- **Materials, Features and Furnishings Boards (Hardcopy for Community Workshops, PDF)**
- **Memo summarizing Street Light Poles and Fixtures with recommendation (PDF)**
- **Draft Photometric Calculations (MS Word, Excel)**
- **Final Photometric Calculations (MS Word, Excel, PDF) Draft Timing Sheets (MS Word)**
- **Final Signal Timing Sheets (MS Word, PDF)**

Task 8: Construction Administration Support

Task 8.1: Bidding Services

Contractor will provide the following construction administrative support services during

EXHIBIT A

the bid process.

- Attend the pre-bid meeting
- Prepare responses to Bidder's Request for Information (RFIs) in a timely manner
- Prepare addenda (anticipated 10 minor addenda)

Task 8.2: Design Services during Construction (Optional)

Contractor will provide design services during construction as an optional service on an as-needed basis.

- *Attend the pre-construction meeting*
- *Prepare responses to Contractor's Request for Information (RFIs) in a timely manner, including the preparation of additional details and revisions to the plans and specifications*
- *Review and respond to Contractor's submittals and proposed substitutions for conformance to the plans and technical specifications, as well as proposed contract changes orders*
- *Prepare record drawings from as-built plans provided by the Contractor and County*
- *Attend field meetings as needed to resolve RFIs (anticipated 5)*

Task 8 Deliverables:

- **Response to Bidders RFI's (MS Word, PDF)**
- **Addenda (MS Word, PDF)**

Task 8 Optional Deliverables:

- **Response to RFI's and Submittals (MS Word, PDF)**
- **As-Built Plans (11" x 17" Hardcopy, PDF, DWG)**

Task 9: Project Management and Meetings/Conference Calls

Task 9.1: Project Administration

Contractor will provide project management for each task for the duration of the project (anticipated to be through May 2017). Management activities will consist of administration, coordination, and quality control as follows:

- Develop and maintain project schedule including intermediate milestones
- Supervise, coordinate and monitor activities and product development for conformance with County and agency standards
- Interface with County staff to assure format consistency of all deliverables
- Coordinate in-house design staff and subconsultants to facilitate free and timely flow of information for each task
- Maintain project files in accordance with Contractor's filing system
- Prepare and maintain a Design Action Log
- Prepare monthly invoice and progress report

Task 9.2: Quality Management

EXHIBIT A

Contractor will develop and establish a Quality Management and Procedures Plan (QMP) and conduct Independent Technical Reviews of reports, plans, specifications, estimates and design documents. Contractor will perform the following:

- Strictly adhere to QMP procedures and properly document their completion throughout the project
- Conduct Quality Reviews, document findings and corrective actions, and share this information with the County if requested
- Review and verify corrections by an Independent Reviewer

Task 9.3: Design Coordination Meetings

Contractor will prepare for and attend various design coordination meetings. Contractor will prepare and submit meeting agenda in addition to preparing and distributing meeting minutes. In addition to the various meetings outlined in the tasks above, the Contractor will attend the following meetings:

- Design team coordination conference calls (biweekly)
- Progress meetings with County (monthly)
- Review meetings after each submittal with the County and appropriate County staff to discuss and resolve comments. Contractor will document these meetings by preparing a written response to comments.

Task 9 Deliverables:

- **Project Schedule(s) (MS Project, PDF)**
- **Design Action Log (PDF)**
- **Quality Management and Procedures Plan (PDF)**
- **Meeting Agenda (MS Word, PDF)**
- **Meeting Minutes (MS Word, PDF)**
- **Progress Reports (MS Word, PDF)**

COUNTY OF SAN MATEO Middlefield Rd Streetscape Improvement Project Level of Effort, 5/6/2015			PROJECT MGMT		CIVIL/GEOTECH			TRAFFIC ENGINEERING				SURVEY						CEQA								SUBCONSULTANTS							ODCs	Total Hours (incl subs)	TOTAL	\$	
			PM	QA/QC Manager	Sr PE	PE	CADD	Staff Engr/ Admin	Traffic Engr	PE	Staff Engr	CADD/ Modeler	Surveyor Manager	Senior Surveyor	Admin	LSIT	2-Person Survey Crew	Survey Apprentice	CEQA Lead	QA/QC	Tech Lead 1	Tech Lead 2	Planner	Scientist	GIS / Graphics	Admin	WRECO	RGA	RHAA	SS	KKA	Bess Test/Labs					
Billing Rate ==>			\$230.00	\$242.00	\$206.00	\$180.00	\$115.00	\$100.00	\$160.00	\$138.00	\$115.00	\$112.00	\$190.00	\$165.00	\$117.00	\$111.00	\$202.00	\$71.00	\$185.00	\$220.00	\$161.00	\$125.00	\$105.00	\$95.00	\$125.00	\$85.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00				
PHASE 1 - PRELIMINARY WORK																																					
1.0 STREET AND UTILITY SURVEY																																					
1.1 Topographic Survey			8			16					23	31	8	170	176	108																	\$1,300	544	\$78,052		
1.2 Aerial Photography			1																													\$8,530	1	\$8,760			
1.3 Utility Investigation			8		16	20	60																									\$102,714	104	\$115,734			
1.4 Geotechnical and Pavement Investigations																																					
1.4.1 Visual Condition Survey			1	2	4	12	30	10																								\$900	59	\$9,048			
1.4.2 Field Exploration (Optional)			2		2	4	10	2																								\$5,100	20	\$8,042			
1.4.3 Pavement Deflection Survey (Optional)			4		4	12	12																									\$1,900	32	\$7,184			
1.4.4 Evaluate Service Life (Optional)			4		6	12		8																								\$100	30	\$5,216			
1.4.5 Report and Meetings (Optional)			8	2	16	20	8	14																								\$300	68	\$11,840			
Subtotal Hours			36	4	32	76	96	94	0	0	0	0	23	31	8	170	176	108	0	0	0	0	0	0	0	0							858				
Subtotal Cost			\$8,280	\$968	\$6,592	\$13,680	\$11,040	\$9,400	\$0	\$0	\$0	\$0	\$4,370	\$5,115	\$936	\$18,870	\$35,552	\$7,668	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$561	\$0	\$0	\$102,714	\$18,130	\$243,876		
2.0 FEASIBILITY ANALYSIS AND TRAFFIC STUDY																																					
2.1 Kick-off Meeting			2		4	4	2	2										2														\$1,191	\$600	\$780		32	\$5,101
2.2 Data Gathering			1			8	12																									\$2,244		37	\$4,594		
2.3 Conceptual Plans			4	2	4	8	60	8																							\$51,927	\$12,180	\$1,000	538	\$76,475		
2.4 Public Outreach and Meetings (9)			30		10	36	60																								\$41,246	\$66,600	\$5,340		862	\$134,626	
2.5 Feasibility Report			6	2		30	20	20																								\$5,512	\$2,480		138	\$19,556	
2.6 Traffic Data Collection																																		\$28,700	0	\$28,700	
2.7 Traffic Analysis										306		536																						842	\$102,260		
2.8 Signalization and Traffic Management Plans			18	4			8	166	22	176	40																						\$100	434	\$60,324		
Subtotal Hours			61	8	14	78	92	110	168	328	176	576	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0							2883			
Subtotal Cost			\$14,030	\$1,936	\$2,884	\$14,040	\$10,580	\$11,000	\$26,880	\$45,264	\$20,240	\$64,512	\$0	\$0	\$0	\$0	\$0	\$0	\$370	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$102,120	\$67,200	\$20,780	\$0	\$29,800	\$431,636	
3.0 CEQA COMPLIANCE																																					
3.1 Initial Study			1															98	24	16	80	98	54	16	24							\$500	411	\$56,176			
3.1 Initial Study, Visual Simulation (Optional)			3			6	12											8				40		8								\$16,000	77	\$25,260			
3.1 Initial Study, Refined Modeling Air Quality (Optional)			2															4	4	20	80	8												118	\$16,140		
3.1 Initial Study, Phase 1 ESA (Optional)			4			8												2	8	24		55	16									\$400	117	\$15,529			
3.1 Initial Study, Noise Measurements (Optional)			2															6	4	8	80	16		6								\$300	122	\$16,468			
3.1 Initial Study, Transit Analysis (Optional)																						190											\$50	190	\$20,000		
3.2 Preparation of CEQA Document																																					
3.2.1 Preparation of ND / MND			8															85	20	14	14	208	100	4	14					\$2,632			\$16,400	483	\$78,031		
3.3 CEQA Meetings			4				8											32													\$61	\$1,200		52	\$8,901		
Subtotal Hours			24	0	0	0	14	20	0	0	0	0	0	0	0	0	0	235	60	82	254	615	170	34	38									1570			
Subtotal Cost			\$5,520	\$0	\$0	\$0	\$1,610	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,475	\$13,200	\$13,202	\$31,750	\$64,575	\$16,150	\$4,250	\$3,230	\$0	\$0	\$0	\$2,693	\$1,200	\$0	\$0	\$33,650		\$236,505		
PHASE 2 - INFRASTRUCTURE IMPROVEMENTS																																					
4.0 UTILITY RELOCATION AND UNDERGROUNDING																																					
4.1 Field Review and Analysis																																			44	\$7,405	
4.2 Budget Level Estimate			1																																25	\$5,738	
4.3 Base Mapping			1			8																										\$14,688	\$100	129	\$15,938		
4.4 Layout of Street Lights			2					8																								\$9,792	\$1,346		100	\$12,878	
4.5 Draft Submittal			2			8																										\$4,896	\$100	50	\$6,376		
4.6 Individual Property Improvements																																\$7,344		60	\$7,344		
4.7 Coordination			8																													\$10,710	\$1,346		78	\$13,896	
4.8 Composite Joint Trench Plans			4		4	8																										\$5,141	\$100	58	\$7,905		
4.8 Composite Joint Trench Plans (Optional)			8		10	20																										\$11,628		122	\$17,628		
4.11 Agreement Review			1																													\$4,284		25	\$4,514		
Subtotal Hours			27	0	14	0	44	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								691			
Subtotal Cost			\$6,210	\$0	\$2,884	\$0	\$5,060	\$0	\$1,280	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$81,396	\$2,693	\$0	\$0	\$0	\$300		\$99,823	
5.0 REDWOOD JUNCTION/RAILROAD CROSSING IMPROVEMENTS																																					
5.1 Conceptual Plans			5	2	2	16	40																										\$785	\$100	71	\$10,411	
5.2 Conceptual Construction Cost Estimates			1	1		2	8																												12	\$1,632	
5.3 Caltrain, UPRR, CPUC Coordination (8)			16		40	4	8	2																								\$600		70	\$14,360		
5.4 Private Property Owner Coordination (3)			6		8	3	8	2																								\$100		27	\$4,788		
5.5 Final Plans			16	4	4		70	48																								\$200		142	\$18,522		
5.6 Technical Specifications			4	1	1	40																										\$100		46	\$8,668		
5.7 Construction Cost Estimate			2	1	1	16		16																										36	\$5,388		
5.8 CPUC GO 88-B			6		2	12	16	20																										56	\$7,792		
5.9 Permits					10	20	40																											70	\$9,660		
Subtotal Hours			56	9	68	113	142	136	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								530			
Subtotal Cost			\$12,880	\$2,178	\$14,008	\$20,340	\$16,330	\$13,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$785	\$0	\$0	\$0	\$1,100		\$81,221	

EXHIBIT B

COUNTY OF SAN MATEO Middlefield Rd Streetscape Improvement Project Level of Effort, 5/6/2015		PROJECT MGMT		CIVIL/GEOTECH				TRAFFIC ENGINEERING				SURVEY						CEQA								SUBCONSULTANTS							ODCs	Total Hours (incl subs)	TOTAL	\$
		PM	QA/QC Manager	Sr PE	PE	CADD	Staff Engr/ Admin	Traffic Engr	PE	Staff Engr	CADD/ Modeler	Surveyor Manager	Senior Surveyor	Admin	LSIT	2-Person Survey Crew	Survey Apprentice	CEQA Lead	QA/QC	Tech Lead 1	Tech Lead 2	Planner	Scientist	GIS / Graphics	Admin	WRECO	RGA	RHAA	SS	KKA	Bess Test/Labs					
	Billing Rate ==>	\$230.00	\$242.00	\$206.00	\$180.00	\$115.00	\$100.00	\$160.00	\$138.00	\$115.00	\$112.00	\$190.00	\$165.00	\$117.00	\$111.00	\$202.00	\$71.00	\$185.00	\$220.00	\$161.00	\$125.00	\$105.00	\$95.00	\$125.00	\$85.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00				
6.0	STORMWATER/DRAINAGE IMPROVEMENTS																									\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00				
6.1	Data Collection	1				2																					\$4,080						38	\$4,540		
6.2	Drainage Report	1																									\$12,240						107	\$12,470		
3-6.4	Stormwater Management Plan and Final Plans	4				16																					\$30,090		\$2,020			\$200	294	\$35,070		
6.5	Meetings (3)	6																									\$3,366						29	\$4,746		
	Subtotal Hours	12	0	0	0	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0							468				
	Subtotal Cost	\$2,760	\$0	\$0	\$0	\$2,070	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$49,776	\$0	\$2,020	\$0	\$0	\$0	\$200		\$56,826		
PHASE 3 - DESIGN PLANS AND SPECIFICATIONS																																				
7.0	DESIGN PLANS AND SPECIFICATIONS																																			
7.1	60% Design Plans	8	6	12	16	128	112	45		107	80																		\$23,725		\$6,390		\$300	730	\$93,443.69	
7.2	60% Technical Specifications	1	1		8	8	4																						\$1,795				26	\$4,107		
7.3	60% Construction Cost Estimate	1	1		2	8	12																						\$2,075	\$1,080			48	\$6,107		
7.4	90% Design Plans	9	6	12	22	92	40	19		78	28																		\$23,678	\$5,470		\$500	514	\$69,328		
7.5	90% Technical Specifications	4	1		20		2																						\$4,264				55	\$9,226		
7.6	90% Construction Cost Estimate	1	1		4	8	20																						\$1,571				46	\$5,683		
7.7	100% Draft, 100% Final Design Plans	10	6	6	10	40	20	50		110	24																		\$23,576	\$3,470		\$1,000	468	\$64,772		
7.8	100% Draft, 100% Final Technical Specification	1	2		10	4	4																						\$2,856				39	\$6,230		
7.9	100% Draft, 100% Final Constr Cost Estimate	1	2		6	8	4																						\$1,122				29	\$4,236		
	Subtotal Hours	36	26	30	98	288	218	114	0	295	132	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				0	1955			
	Subtotal Cost	\$8,280	\$6,292	\$6,180	\$17,640	\$33,120	\$21,800	\$18,240	\$0	\$33,925	\$14,784	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$84,661	\$0	\$16,410	\$0	\$1,800		\$263,132	
8.0	CONSTRUCTION ADMINISTRATION AND SUPPORT																																			
8.1	Bidding Services																																			
	Attend Pre-Bid Meeting	2																															2	\$460		
	Prepare Responses to Bidder's RFIs	2			8	4		5																					\$2,299	\$1,080			35	\$6,539		
	Prepare Addenda (assumed 10)	3			12	24	30	16																					\$2,299	\$1,080	\$100.00		101	\$14,649		
8.2	Construction Services																																			
	Pre-Construction Meeting (Optional)	2			2																									\$673			8	\$1,493		
	Respond to RFIs (Optional)	30			60		30																				\$2,550	\$13,598	\$2,620				256	\$39,468		
	Review Submittals (Optional)	10			60		30																					\$4,590	\$8,881	\$6,940			246	\$36,511		
	As-built Drawings (Optional)	4			10	70																						\$1,530	\$4,937				134	\$17,237		
	Field Meetings (5) (Optional)	10			10																							\$612	\$4,374	\$2,160			68	\$11,246		
	Subtotal Hours	63	0	0	162	98	90	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				0	850			
	Subtotal Cost	\$14,490	\$0	\$0	\$29,160	\$11,270	\$9,000	\$3,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,282	\$0	\$37,061	\$0	\$13,880	\$0	\$100		\$127,603		
9.0	PROJECT MANAGEMENT AND MEETINGS/CONFERENCE CALLS																																			
9.1	Project Administration																																			
	Project Schedule	10			40																												50	\$9,500		
	Coordination with County	40			20																												60	\$12,800		
	Coordination with Staff and Subconsultants	40			20																												60	\$12,800		
	Project Filing	10					20																										30	\$4,300		
	Design Log	20					40																										60	\$8,600		
	Monthly Invoice and Progress Report	24					24																										48	\$7,920		
9.2	Quality Management																																			
	QMP	2			8		4																										14	\$2,300		
	QA/QC	8	20																										\$2,326				40	\$9,006		
9.3	Design Coordination Meetings																																			
	Design Team Coordination Conf. Calls (50)	50					20											16											\$4,227		\$390	\$500	113	\$21,577		
	Progress Meetings with County (20)	50			20	4		20																					\$9,261	\$4,800	\$780		190	\$33,601		
	Review Meetings (3)	10			10	10		10																					\$3,406							

THE LEVEL OF EFFORT IS BASED ON THE FOLLOWING ASSUMPTIONS:

- 1) Scope of work is as defined in our written proposal.
- 2) Expected project timeline for the project is May 2015 - May 2017.
- 3) Labor Rates used are for estimating purposes only. Billed rates are established as actual pay rate at time of service times the negotiated multiplier.
- 4) Permit fees and facility rentals are not included and are assumed to be paid by the County.
- 5) Survey work will be performed on weekday (Monday through Friday) with no work scheduled on state, or federal holidays.
- 6) CEQA document is assumed to be a ND/MND. Preparation of an EIR is included as an Optional Service.
- 7) Composite Joint Trench plans are to be prepared by PG&E. Contractor can prepared Composite Joint Trench plans as an optional service.
- 8) Contractor will coordinate with UPRR on the placement of the railroad signals and gates; however, it is assumed that UPRR will design any improvements or modifications to the railroad signal equipment.
- 9) 2% mark-up included for subconsultants.

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:

JULIE HINES, HR DIRECTOR, PACIFIC

Name of Contractor(s):

AECA1

Street Address or P.O. Box:

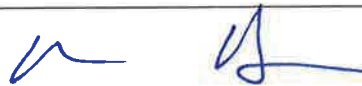
999 TOWN & COUNTRY RD

City, State, Zip Code:

ORANGE, CA 92868

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

Signature:



Title of Authorized Official:

VP

Date:

5/12/15

*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.