

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
BKF Engineers**

THIS AGREEMENT, entered into this ____ day of May 2015, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BKF Engineers, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of alternatives analysis, environmental review, and conceptual construction plans, specifications and estimates (Phase 1) for the initial segment of the Midcoast Multimodal Trail ("MMT" or "Project"), from Miramar to El Granada.

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 two hundred ninety three thousand eight hundred fifty nine dollars (\$293,859).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 16, 2015, through April 3, 2016.

This Agreement may be terminated by Contractor, the Community Development Director, Steve Monowitz, or his 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.** Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages

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

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

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 by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion 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) liquidated damages of \$2,500 per violation; and/or
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to 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:

Name/Title: James A. Hinkamp, Planner
Address: 455 County Center, 2nd Floor
Redwood City, CA 94063

Telephone: (650) 599-1560
Facsimile: (650) 363-4849
Email: jhinkamp@smcgov.org

In the case of Contractor, to:

Name/Title: Jason Mansfield, Project Manager
Address: 255 Shoreline Drive, #200
Redwood City, CA 94065

Telephone: (650) 482-6422
Facsimile: (650) 482-6399
Email: jmansfield@bkf.com

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.

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

☒ 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

BKF Engineers

J. [Signature] CFO
Contractor's Signature

Date: 5/15/15

(Revised 7/1/13)

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EXHIBIT A

Scope of Work

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services in relation to the alternatives analysis, environmental review, and conceptual design for the initial segment of the Midcoast Multimodal Trail (“MMT” or “Project”), from Miramar to El Granada:

Phase 1: Alternatives Analysis

TASK 1 – PROJECT MANAGEMENT

1.1 – Phase 1 Kick-off Meeting: The prime consultant, BKF, and sub-consultants will attend a meeting with County staff to discuss project goals and schedule. Together, consultants and participating County staff on this project will be considered the “Project Team”. BKF will bring a preliminary project schedule of Phase 1 to the meeting. This meeting will focus on developing a clear understanding of the goals and requirements of the project, the role of all participants, product and schedule expectations, tasks to be completed and desired outcomes; these project aspects will form the foundation for a project work plan (see Task 12).

This meeting will allow the team to gather pertinent documents and data and to identify any additional information or data needs. The Project Team will identify opportunities and constraints, scheduling, deliverables, and County expectations to work toward a Basis of Design. The Project Team will also identify three (3) preliminary trail alignments for consideration and analysis in Task 3.

The Project Team will also refine and finalize the Phase 1 Stakeholder Engagement Strategy, to identify appropriate levels and frequency of stakeholder participation.

The Project Manager, James Hinkamp, will draft a Project Initiation Letter (PIL) that supplements this final Scope of Work (SOW). The PIL will include a project description, including preliminary trail alignments for analysis, and also emphasize County staff roles and responsibilities. The PIL will define how County staff participation will contribute to project objectives and deliverables, within the established Project timeframe. Additionally, the Project Manager will generate an online link for the Project through the County online portal.

Collectively, the consultants, led by BKF, will comprise the “Consultant Team”. This team will also feature appropriately qualified sub-consultants (with specialties indicated):

- Placeworks (landscape architecture & stakeholder engagement)
- WRA (environmental planning)
- TOA (cultural resource analysis)
- Fehr & Peers (transportation planning & engineering)
- Cornerstone (structural engineering)

Likewise, the following Departments will constitute participating County staff. The County Planning & Building Department will manage the project and solicit internal feedback on key deliverables throughout the project, as delineated in the PIL:

- Planning & Building (James Hinkamp, Project Manager)
- Parks
- Public Works

DELIVERABLES¹:

1. *Agenda*
2. *Meeting Summary*
3. *Phase I Stakeholder Engagement Strategy*
4. *Input for Project website set up, to be coordinated by the Project Manager (James Hinkamp, Planning & Building)*
5. *Project Initiation Letter (PIL) by the Project Manager*

1.2 – Project Management: As a certified Project Management Professional, Jason Mansfield from BKF Engineers will lead the Consultant Team and manage the project to completion within the adopted budget and schedule. BKF Engineers will also identify an alternate project manager, in the event BKF staff are re-allocated or depart during the course of the project. James Hinkamp, from County Planning & Building, will lead County staff and manage the project for the County.

The collective Project Team will document the County's expectations with a Basis of Design and coordinate with sub-consultants to value engineer alternatives to meet the County's goals. Through BKF's quality control procedures, the Project Team will review plans to meet applicable standards and regulations, and reduce potential for construction issues. Monthly progress reports will be provided, including accounting of project budget, meeting minutes and invoicing.

DELIVERABLE:

1. *Monthly accounting and progress reports*

TASK 2 – PRE-PROJECT MEETINGS

2.1 – Agency Meetings: In order to direct the project appropriately, and obtain an understanding of regulatory requirements, the Project Team will conduct pre-project meetings with Caltrans, California Department of Fish and Wildlife and other regulatory agencies. The Project Team will be able to ascertain required permits and other project requirements. This scope assumes a total of three (3) meetings will occur. As members of the Project Team, County staff (as listed under Task 1.1) will participate in the agency meetings.

DELIVERABLE:

1. *Three (3) pre-project meetings with a) associated agendas; and b) meeting summaries.*

¹ Unless otherwise stated, the Consultant team is responsible for production of deliverables.

TASK 3 – ALTERNATIVES & ENVIRONMENTAL ANALYSIS

3.1 – Site Visit - The Project Team will conduct a site visit to discuss potential trail alignments. Ultimately, the goal is to design a trail that maximizes safe pedestrian and bicycle mobility, minimizing pedestrian/bicycle/equestrian and vehicular conflicts, as well as limiting impacts on sensitive resources, in hopes of protecting these resources and facilitating development of the project. The Project Team will investigate the Project Area with County staff members who are knowledgeable about the maintenance, operations, condition and use of the trail. The Project Area will encompass all identified trail alignment alternatives. The Project Team will conduct a general analysis of the Project Area, focusing on existing conditions, including, but not limited to:

- Quality of existing road shoulder and facility surfaces
- Non-vehicular circulation and access (including ADA)
- Vehicular circulation and access
- Drainage patterns
- Driveway/side streets access points and crossings
- Maintenance access
- Existing vegetation along potential trail alignment
- Environmental constraints – wildlife habitat, wetlands, etc.
- Existing buildings
- Visibility and sight lines
- Engineering constraints
- Right-of-Way availability

DELIVERABLES:

1. *Draft Biological Reconnaissance Report*
2. *Draft Preliminary Wetland Assessment*

3.2 - Biological Reconnaissance - WRA will conduct a biological reconnaissance along the three alternative alignments for the Project. WRA will conduct a search of the California Department of Fish and Wildlife (CDFW) Natural Diversity Data Base, the California Native Plant Society database, and the US Fish and Wildlife Service county list to determine which protected species and/or critical habitat potentially occur in the vicinity of the site. Available aerial photography, USGS maps, and other sources will be reviewed for the potential location of wetland, riparian, oak woodland, or other sensitive species for the area.

A site visit will be undertaken and the entire parcel(s) will be traversed on foot and the habitats present assessed to determine suitability for special-status wildlife and plants. Possible impacts to sensitive species located within the footprint of the proposed project will be the focus of the site inspection. A technical report on biological resources will discuss the results of the literature search and field reconnaissance. The report will provide information on the known or potential use of the site by any special-status species. Potential use will be ranked as either low, moderate, or high depending upon the suitability of the habitat or proximity of any known records

uncovered in the database search. If any special-status species are observed, they will be reported in the findings. Any riparian areas or other sensitive habitats areas will also be described and mapped.

Based on the results of the site assessment, the report may recommend additional studies which could include special-status plant or wildlife surveys, a formal delineation of potentially jurisdictional wetlands and non-wetland waters, or other focused study if warranted. WRA will advise the client of any constraints that may affect project siting and work with the client to resolve any issues as needed.

a. Wetland Assessment

WRA will conduct a preliminary wetlands assessment along the three alternative alignments for the Project. The site visit will occur concurrently with the biological reconnaissance site visit and will evaluate whether wetlands that may be subject to state and/or federal jurisdiction are present within the site. In addition, the site will be assessed for any areas qualifying as wetlands under the San Mateo County Local Coastal Program (LCP). The field work will be conducted in conformance with the routine methods described in the 1987 Army Corps of Engineers Wetland Delineation Manual. Vegetation and hydrology indicators will be observed on the surface of the soil. In addition, for non-wetland areas (i.e. streams, lakes, and channels), WRA will determine the location of the “ordinary high water mark”. WRA will map the boundaries of the potential wetlands using GPS with 1 meter resolution and will plot the boundaries on the selected base map.

The wetlands report will discuss methodology used, any potential wetlands found on the site, and a map showing their approximate location(s).

DELIVERABLES:

1. *Draft Biological Reconnaissance Report*
2. *Draft Preliminary Wetland Assessment*

3.3 - Archeological & Historical Resources (Cultural) Review - Supplemental to the draft environmental document, to be provided in Task 4.10, the appropriate qualified sub-consultant, will provide the following tasks in accordance with CEQA. Of note, per AB 52, Task 4.2.c. (below) requires that tribes must be consulted regarding any potential impact to “tribal cultural resources” prior to release of a Mitigated Negative Declaration (MND)*:

- a. Conduct archival research, including a record search of the files at the Northwest Information Center, Sonoma State University and the library and files of TOA.
- b. Contact the Native American Heritage Commission to conduct a sacred lands file check.
- c. *Contact local Native American persons and/or organizations in writing.
- d. Perform a field survey of the proposed trail routes.

- e. Prepare a written technical report that will include the results of the Native American contacts, archival research, and field survey of the project location.

This information will be summarized in a Draft Archaeological and Historic Resources Report, including any recommendations for areas to be avoided. County staff will review the draft report and provide pertinent feedback within fifteen (15) business days. The Consultant Team will incorporate such feedback into a Final Archeological and Historic Resources Report. This final report will be reviewed by County staff with comments returned within ten (10) business days. Upon completion, this report will be reserved for incorporation into the draft environmental document (Task 3.10).

DELIVERABLES:

1. *Draft Archaeological and Historic Resources Report*
2. *Final Archaeological and Historic Resources Report*

3.4 - Transportation Review - Fehr & Peers will provide qualitative and quantitative analysis for all identified trail alternatives, and respective project effects on the surrounding transportation network, including Highway 1, intersecting trails, and residential roads. However, the draft and final environmental document (Task 3.10) will identify how any potentially adverse transportation impacts shall be avoided, minimized, or mitigated. The Project Team will also assess midblock and intersection crossings at strategic locations.

As part of this task, the quantitative analysis would highlight the number of crossings and conflict points with vehicles, as well as the volume of vehicles that could potentially be in conflict with trail users. This analysis will occur for each identified trail alternative. The precise parameters of analysis will be determined by the Project Team, in consultation with the County, the details of which will likely depend on the identified opportunities and constraints posed by each alternative. A combination of the following assessments is proposed for quantitative analysis:

- Potential for Highway 1 vehicle traffic queues to interfere with trail crossings
- Potential for heavy turning movements onto, and from, Highway 1 (ingress/egress), to warrant additional treatments at trail crossings – as needed
- Potential for vehicles yielding at proposed trail crossings to result in vehicle traffic queues directly on Highway 1

An origin-destination (O-D) study will also be incorporated in the quantitative analysis, with a focus on potential users. To derive O-D insight, the Project Team will establish a survey station at a Phase I public workshop, to solicit qualitative feedback from community members as to which alternative best serves the needs of the likely trail user.

As part of this task, Fehr & Peers will perform a site visit on a clear weekend day during peak recreational hours to document existing conditions and observe potential transportation-related issues, constraints, or opportunities for improvement. The Project Team will focus site visit observations on potential pedestrian/ bicycle/equestrian conflict areas, future path connection points, transit, midblock and intersection crossings, access, and vehicle operations.

Fehr & Peers will prepare a Draft Transportation Report, to inform a Preferred Alternative, as well as the environmental document (see Task 3.10). County staff will review the draft report and provide pertinent feedback within fifteen (15) business days.. Subsequently, the Final Transportation Report will be delivered to County staff, for final review, and then reserved for incorporation into the draft environmental document.

DELIVERABLES:

1. *Draft Transportation Report*
2. *Final Transportation Report*

3.5 – Alternatives Analysis: A Draft Alternative Analysis Report shall be developed to identify no fewer than three (3) feasible alternative routes for the MMT while considering all necessary opportunities and constraints. The Draft Alternative Analysis Report shall be presented to County staff, as well as the community, for feedback, in order to identify the Preferred Alternative route for the MMT (see Task 4.6). Once identified, the Preferred Route will be incorporated into the Final Alternative Analysis Report.

The Draft Alternative Analysis Report shall include the following:

- No fewer than 3 feasible alternative routes for the MMT, including but not limited to, within Highway 1's eastern right-of-way, Highway 1's western right-of-way, connecting to the existing Mirada West Trail by way of the County's Alameda Avenue right-of-way, utilizing County Park service road through Mirada East Park or a combination of the aforementioned routes.
- Identification of routes that enhance north-south bicycle and pedestrian mobility by providing a safe mode of travel separated from vehicular traffic when possible and with safe midblock and intersection crossings to serve trail users.
- Information and data collected while conducting the site visit, including but not limited to, preliminary right-of-way, circulation and/or access, engineering, regulatory and environmental constraints.
- Origin-Destination analysis
- Analysis of opportunities provided by Highway 1's eastern and western rights-of-way to accommodate a trail that meets Caltrans and County park standards.
- Analysis of the information identified and compiled in the Historical/Cultural Resource Review to identify impacts of each alternative on historical and cultural resources.
- Analysis of the Transportation Review to identify potential conflicts of each alternative route with the transportation systems, including existing and future driveways, residential roads and crossings.

- Identification of the most cost effective and least environmentally impactful way to traverse Mirada Creek. Cost effectiveness assessment should address the most streamlined permitting options as well as those options requiring the least mitigation. Alternatives considered should encompass bridges, cantilevers and other engineered alternatives, including existing Caltrans facilities that could be widened or retrofitted. Alternatives are proposed to be packaged as an Advanced Planning Study (APS) by the most appropriately qualified sub-consultant.
- Based on a preliminary environmental review, identify a trail route that will have the least impact on sensitive habitat, wetlands and native vegetation, as well as ease of permitting and mitigation requirements, while preserving ability to achieve project goals.
- Identify how the MMT will be incorporated into the Naomi Patridge Trail to the south, the California Coastal Trail to the north, as well as adjacent local and regional trails, where feasible.
- Identify how the trail can be utilized by students and faculty at the El Granada Elementary School to improve safe access to the school.

Each identified alternative route will address any necessary highway and residential road crossings, creek crossings, avoidance of significant impacts to sensitive habitat, avoidance of significant impacts to historical and cultural resources, cost constraints, and engineering constraints.

DELIVERABLE:

1. Draft Alternative Analysis Report

3.6 – Draft Alternatives Analysis Review & Introductory Outreach: The Project Team conduct a single, internal meeting to review the findings of Tasks 3.1-3.5 and discuss a proposed approach for presenting the Draft Alternative Analysis Report as well as the agendas for subsequent public meetings. At this meeting, the Project Team will also review the proposed strategy for creating an online forum for public participation, which may include video recordings of the presentations and downloadable copies of the exhibits. A link will be provided on the County website for the public to comment on the trail design alternatives and upload additional comments, photos or documents.

As part of this subtask, the Project Team will introduce the project to the community by reviewing the project background, intent, and initial trail concepts. This scope assumes two (2) community meetings will be organized by the County as part of the introductory outreach. The Draft Alternative Analysis will be presented to the community, to progress towards a Preferred Alternative (see Task 3.7).

In addition to general public outreach, the Project Manager will provide three (3) presentations to advisory bodies, including the County Parks & Recreation Commission, Midcoast Community Council, and Planning Commission, to receive feedback. The Consultant Team will attend public meetings as the County Project

Manager deems necessary. . Supplemental County staff meetings to review milestone submittals will also occur.

DELIVERABLES:

1. *Summary Public Meeting & Workshop Outreach Strategy*
2. *Online Workshop supplement to public meetings (through project website link; to be coordinated by Project Manager)*

3.7 – Final Alternatives Analysis & Design Workshops: The Consultant Team will meet with County staff to review public and advisory body feedback on the Draft Alternative Analysis (and trail alignments) and to specify a Preferred Alternative in the Final Alternative Analysis Report. The Project Team will re-engage the community in two (2) separate public design workshops, with a focus on vetting the Preferred Alternative.

DELIVERABLE:

1. *Final Alternative Analysis Report*

3.8 - 30% Plans, Specifications, and Estimate (PS&E): Based on the Final Alternative Analysis, the Consultant Team will develop a 30% conceptual design for the preferred trail alignment. The Project Manager will present the design to advisory bodies identified in Task 3.6, to receive detailed feedback. Consultant Team members will provide presentation support, as needed.

DELIVERABLE:

1. *30% PS&E*

3.9 – Area of Potential Effects: Consultants will prepare exhibits delineating limits of work for the Preferred Alternative, for use in preparation of the environmental analysis and documentation. These areas, identified in the Alternative Analysis, will be identified and coordinated with the environmental sub-consultant to include potential construction access and other areas that may extend the project limits beyond the permanent limits of work.

DELIVERABLE:

1. *Visual exhibits delineating area of potential effects, including potential construction access*

3.10 – Regulatory Requirements: The Consultant Team will review all material provided by the County as well as other pertinent documents identified at the Kick-Off Meeting. The Consultant Team will assess the level of detail in these documents as they relate to the Midcoast Multimodal Trail and identify data gaps and additional research/ input required. Regulatory documents to be reviewed include, but are not limited to:

- Local Coastal Program requirements
- County Regional Trail Design and Maintenance Standards
- County Trails Master Plan
- County Midcoast Recreational Needs Assessment Plan

- Highway 1 Safety and Mobility Improvement Study, San Mateo County Midcoast Communities: Princeton, El Granada and Miramar
- Countywide Bicycle and Pedestrian Plan
- Caltrans Standards

3.11 – Environmental Document: The Consultant Team will conduct the environmental analysis for the Preferred Alternative and produce a draft and final environmental document in the manner described below.

ENVIRONMENTAL DOCUMENT

In this task, the Consultant Team will prepare an environmental document to comply with the California Environmental Quality Act (CEQA). This scope assumes that an Initial Study/Mitigated Negative Declaration (IS/MND) will be a sufficient level of environmental review. The County is the CEQA lead agency. Compliance with the National Environmental Policy Act (NEPA) is not included in this Scope of Work, given the current absence of federal funding and approval for the project. In the event federal funding or approval is identified, the Project Team will evaluate the need for NEPA review and amend this Scope of Work and associated contract as needed.

An Initial Study checklist will also be prepared, based on the 30% Design Plans of the project, in order to assess potential environmental impacts of the project. Given the likelihood that potentially significant environmental issues will include biological resources, an appropriately qualified sub-consultant will prepare the CEQA analysis of biological resources. In addition, the prime consultant and structural engineering sub-consultant will assist in reviewing the Geology, Soils, and Hydrologic Resources sections of the environmental document, respectively. The cultural resources assessment and transportation assessment prepared during Task 3.3. and 3.4, above, will provide the basis for the respective cultural and transportation sections of the IS/MND.

a. Project Description

As required by CEQA, the Initial Study will include a detailed project description of the Preferred Alternative, including graphics to describe the proposed trail design, trail alignment, building materials, wayfinding features and additional pertinent information, as identified by permitting agencies. Project features designed to avoid or offset potential environmental impacts, site remediation and construction activities will also be described in detail. The Consultant Team will submit one (1) electronic copy of the Draft Project Description to County staff for review and comment. The Consultant Team will address County staff comments and prepare a Final Project Description. Upon approval by County staff, the Project Description will be distributed to the environmental review team for reference.

DELIVERABLES:

1. *Draft Project Description*
2. *Final Project Description*

b. Initial Study (IS)

The Initial Study will include an analysis of potential environmental impacts, including consultation with regulatory agencies, if necessary, and mitigation measures, if necessary. The evaluation of each topic will be based on any available existing

environmental documentation and technical site assessments prepared by the Consultant Team as part of this overall task, as well as in Task 4 (Phase 1). All technical assessments prepared for the Project will be included as an appendix to the Initial Study. For those resource areas that are not the subject of separate technical assessments, the Consultant Team will provide a qualitative analysis. The Initial Study will address all topic areas required by CEQA (per Section 15063 (d)), including but not limited to:

- (Per Task 6.2.a - above) Project description, including location
- Environmental setting
- Environmental effects checklist or matrix (or documentation method)
- Analysis and discussion of environmental effects
- Mitigation measures (if any significant effects identified)
- Project consistency with existing zoning, plans, and other similar land use regulations
- Preparers/participants in Initial Study

As described above, the Initial Study will present evidence indicating how environmental impacts will be avoided or mitigated, as appropriate. Assuming that all environmental effects can be avoided or mitigated to a less-than-significant level, this information will be used to support the proposed CEQA Mitigated Negative Declaration (MND) for the Project. The Initial Study will be submitted in the following three phases to the County in Word documents:

- Administrative Draft Initial Study.** The Consultant Team will submit an electronic copy of the Administrative Draft Initial Study to the County for review. County staff shall provide comments within fifteen (15) business days of draft submittal.
- Screencheck Draft Initial Study.** After the County's review, the Consultant Team will meet with County staff to discuss comments on the document and strategies to mitigate potential environmental impacts, if necessary. The Consultant Team will then submit an electronic copy of the Screencheck Draft Initial Study to the County for review prior to printing the public review draft. County staff shall provide comments within ten (10) business days of draft submittal.
- Review Draft Initial Study.** Based on comments received from County staff, the Consultant Team will revise the Screencheck Initial Study to create a Review Draft Initial Study. A minimal level of effort, not exceeding 8 hours, is assumed to be required to respond to any comments from the County on the Screencheck Draft Initial Study. The Consultant Team will provide the County with five (5) paper copies of the Public Draft Initial Study as well as one (1) electronic copy.

c. Mitigated Negative Declaration

The appropriately qualified sub-consultant will prepare a Mitigated Negative Declaration (MND) per CEQA Guidelines Section 15070 if potential impacts from construction and operation of the project can be avoided through project design, or mitigated to less-than-significant levels. If significant impacts that cannot be mitigated to a less-than-

significant level are found then an EIR would be required. The Consultant Team can prepare an EIR, if required, subject to a contract modification and would leverage the comprehensive Initial Study described above to scope out impact areas and focus the EIR on key issues.

d. Noticing

The Consultant Team will prepare the Notice of Intent (NOI) for the IS/MND for public review per CEQA Guidelines Section 15072 and any Transportation Authority Grant Guidelines and Requirements. The Consultant Team will prepare electronic versions of the Notice of Completion (NOC) and draft as well as advertisement for local notification of public hearings and the availability of the IS/MND. The Consultant Team will submit fifteen (15) copies of the Draft IS/MND to the State Clearinghouse for circulation to State Agencies for the 30-day public review period.

e. Response to Comments

Once the 30-day review period of the Draft IS/MND has ended, the Consultant Team will prepare a memorandum summarizing and addressing substantive environmental-related comments received. Project Team members will assist with responding to any comments related to topics relevant to their area of expertise. Subsequently, the Consultant Team will prepare any necessary findings and resolutions for certification of the environmental document. The Response to Comment Memo will be submitted to the County in Word documents in the following three phases:

- i. **Administrative Draft Memorandum.** Submit an electronic copy of the memorandum to the County for review and comment within 2 weeks of the close of the public comment period. County staff shall provide subsequent comments within fifteen (15) business days of draft submittal.
- ii. **Screencheck Draft Memorandum.** After the County's review, the Consultant Team will meet with County staff to discuss the responses to comments. The Consultant Team will then submit an electronic copy of the Screencheck Memo to the County for review prior to printing the public review draft. County staff shall provide comments within ten (10) business days of draft submittal.
- iii. **Final Memorandum.** The Consultant Team will address any comments received from the County on the memorandum and will prepare the Final Response to Comments Memorandum. The Consultant Team assumes that a minimal level of effort, not exceeding 4 hours, would be required to respond to any comments from the County on the Screencheck Draft memorandum. One (1) electronic copy of the final memorandum will be provided to the County.

f. Mitigation Monitoring and Reporting Program Preparation

If mitigation measures are identified, the Consultant Team will prepare a mitigation monitoring and reporting program (MMRP) concurrently with the preparation of the Response to Comments Memorandum.

g. Public Presentation of Final IS/MND

The Consultant Team will attend no more than two (2) public hearing hearings in anticipation of certification of the IS/MND.

h. Notice of Determination

The Consultant Team will prepare and submit the Notice of Determination (NOD) with the San Mateo County Clerk and State Clearinghouse within five (5) days after certification of the IS/MND.

DELIVERABLES:

1. *Administrative Draft Initial Study (Task 6.2.b.i.)*
2. *Screencheck Draft Initial Study (Task 6.2.b.ii.)*
3. *Public Review Draft Initial Study (Task 6.2.b.iii.)*
4. *Mitigated Negative Declaration (Task 6, c.)*
5. *Noticing (Task 6, d.)*
6. *Administrative Draft Memorandum (Task 6.e.i.)*
7. *Screencheck Draft Memorandum (Task 6.e.ii.)*
8. *Final Memorandum (Task 6.e.iii.)*
9. *Mitigation Monitoring and Reporting Program Preparation (If required)*
10. *Public presentations of Final IS/MND (Task 6.g.)*
11. *Notice of Determination (Task 6.h.)*

BIOLOGICAL REVIEW

In this task, the appropriately qualified environmental sub-consultant will conduct a biological review of the site to assess sensitive habitats within the vicinity of the Preferred Alternative route. The Highway 1 corridor connects urbanized areas along the coast and travels through agricultural fields and open spaces. Based on a preliminary review of aerial photographs, the Project Area, as it extends adjacent to Highway 1 from Alto Avenue to Coronado Street on the San Mateo County Midcoast, has been disturbed by the roadway and urban development. Due to the nearby presence of special-status plants, special-status wildlife species (such as San Francisco garter snake), and sensitive communities (riparian corridor near Magellan Avenue), a Biological Resource Assessment will be prepared covering the Project Area. This assessment will include a Wetland Delineation Report.

i. Wetland Delineation

A jurisdictional determination report will be prepared that identifies the various jurisdictional boundaries within the project area, as identified in Phase I: Alternatives Analysis. The jurisdictional boundaries that will be identified within the report include the U.S. Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Wildlife, San Mateo Local Coastal Program, Half Moon Bay Local Coastal Program and California Coastal Act. The report will have all the required information for each agency to review and approve the jurisdictional boundaries mapped by the environmental sub-consultant. The wetland delineation will be conducted at the project site based on two definitions: that used by the Corps of Engineers in determining the extent of Waters of the U.S. under the Clean Water Act, and that used by the California Coastal Commission to determine the extent of wetlands subject to the California Coastal Act.

The environmental sub-consultant will conduct the necessary field studies and prepare data reports in a format that conforms to the methodology, as specified in the 1987 Corps Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Corps 2008). The environmental sub-consultant will utilize the standard data reporting forms and report format used by the local Corps District in submitting wetland delineations for a jurisdictional determination. In addition, the environmental sub-consultant will use forms specifically tailored to reflect the criteria used to determine California Coastal Commission jurisdiction.

Based on the field data collected, the environmental sub-consultant will prepare a single combined report that discusses the wetland delineation under both the Clean Water Act and the Coastal Act. The report will also identify habitat regulated by the California Department of Fish and Wildlife. Such habitat includes lakes and streams and is defined by the top of bank or edge of riparian vegetation as determined by edge of drip line, whichever is further. Three (3) separate maps will be included in the report for each jurisdictional determination. The reports will contain a description of the study area, a description of the methodologies used, and a discussion of the observations made.

Once approved for submittal, the environmental sub-consultant will submit the delineation and request that the Corps and/or San Mateo County conduct a site verification of the proposed delineation. The environmental sub-consultant will attend the site visit and discuss its findings with relevant agency staff. A final map will be prepared following the site inspection by the Corps and County to reflect any modifications agreed to in the field. In some cases, additional information will be requested by the Corps or County or may be needed to justify specific circumstances related to the site. The environmental sub-consultant will include time to address necessary edits to the submitted data.

DELIVERABLES:

1. *Biological Resource Assessment*
2. *Wetlands Delineation Report*

TASK 4 – RESPONSE TO FEEDBACK

With each environmental assessment and design submittal, the Consultant Team expects to receive feedback, comments, and questions. The Consultant Team will address each of these feedback components to the satisfaction of the California Coastal Commission, Caltrans, and County staff, as well as other pertinent stakeholders. A formal written response to each item will be prepared, if appropriate. Feedback will be incorporated into the assessment or design, as needed:

- Comments on all submittals will be a single, consolidated document provided to the Consultant Team at one time
- If responses are delayed by either the County or Consultant Team, the schedule will be adjusted forward accordingly

TASK 5 – QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

The Project Team will review documents at each phase of the project to ensure project goals and expectations are being met.

The prime consultant's quality control program shall ensure quality deliverables and a quality project throughout the design and documentation process. A well-defined work plan will integrate the design parameters and goals; great communication will direct the implementation of the plan, and internal peer reviews assist in verifying the results. The following aspects are integral to managing the quality of the work plan:

- A work plan that defines the project tasks
- A schedule that meets the County's and Consulting Team's needs
- Proactive and effective communication
- Internal quality control at each stage of a project

Proposed Phase 1 Milestones	
1. Phase 1 Kick-off Meeting	Early July 2015
2. Pre-Project Meetings	July - August 2015
3. A. Site Visit B. Initiate Alternatives Analysis (Regulatory Review; Cultural Resources; Transportation Review)	August 2015
4. Deliver Draft Alternative Analysis	Late August-September 2015
5. Present Draft Alternative Analysis: i. Parks & Rec Commission ii. MCC iii. Planning Commission	Late September 2015
6. A. Introductory Public Meeting (Meeting #1) to Review Draft Alternatives Analysis B. Public Meeting (#2) to solicit additional feedback	October 2015
7. Public Workshop (Meeting #3): Towards Identification of a Preferred Alternative	November 2015
8. A. Public Workshop (Meeting #4): Towards Identification of a Preferred Alternative 9. B. Deliver Final Alternative Analysis & 30% PS&E B. Initiate CEQA Analysis - Initial Study (IS)	December 2015

<p>10. Present Final Alternative Analysis & 30% PS&E:</p> <ul style="list-style-type: none"> i. Parks & Rec Commission ii. MCC iii. Planning Commission 	January 2016
<p>11. A. Submit IS/MND for Public Review</p> <p>B. Present IS/MND @ Parks & Rec Commission</p> <p>C. Present IS/MND @ MCC</p> <p>D. Present IS/MND @ Planning Commission</p>	April 2016

-- **COMPLETE PHASE 1** --

Exhibit B

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms.

County will pay Contractor within thirty (30) calendar days of receipt of a monthly invoice from Contractor itemizing the work done and using the billing rates indicated in the Exhibit B Attachment. Contractor shall submit an invoice each month; the invoice shall indicate in detail the work performed, including hours and rates for work completed, and services and deliverables provided. In the event that County staff determines that the invoice is inadequate or fails to provide enough information for County staff to assess Contractor's compliance with the terms and timing of services under this Agreement, the County will return the invoice to Contractor with an explanation and request for missing information. The County shall not be obligated to pay Contractor until Contractor submits a corrected invoice, demonstrating satisfactory compliance with the terms of this Agreement.

In no case shall the total amount payable under this Agreement for the work indicated in attached Exhibit A exceed \$293,859.00 without prior written consent of County in the form of an amendment to this Agreement.



Exhibit B Attachments

Consulting Fees
MULTI-MODAL TRAIL ALONG HIGHWAY 1 (MIDCOAST) IMPROVEMENTS PROJECT
COUNTY OF SAN MATEO
October 3, 2014 (revised 12/2/14, 12/19/14, 12/23/14, 4/27/15, 4/29/15, 5/4/15)

Task	<u>BKF Engineers</u>		<u>Parikh</u>		<u>Fehr & Peers</u>		<u>Placeworks</u>		<u>TOA</u>		<u>WRA</u>		<u>Cornerstone</u>	
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
PHASE 1														
1 Project Management	92	\$16,000					16	\$2,760					3	\$495
1.1 Kick-off Meeting														
1.2 Project Management														
2 Pre-Project Meetings	31	\$5,200					21	\$4,073						
2.1 Agency Meetings (3)														
3 Alternative Analysis	459	\$74,850			202	\$33,066	494	\$118,550	26	\$2,266	202	\$29,273	76	\$12,540
3.1 Site Visit														
3.2 Biological Reconnaissance														
3.3 Arch. & Historic (Cultural) Resources														
3.4 Transportation Review														
3.5 Alternatives Analysis														
3.6 Draft Alternatives & Introductory Mtg														
3.7 Final Alternatives & Design Workshop														
3.8 30% Concept Plans and Estimates														
3.9 Areas of Potential Effects														
3.10 Regulatory Requirements														
3.11 Environmental Document														
4 Response to Feedback	20	\$3,200					12	\$2,042					4	\$660
4.1 Environmental Assessment														
5 QA/QC	12	\$2,025											12	\$1,980
5.1 Internal QA/QC														
Total Hours and Fee:	614	\$101,275												
Subconsultant (Parikh)			0	\$0										
Subconsultant (Fehr & Peers)					202	\$33,066								
Subconsultant (Placeworks)							543	\$127,425	26	\$2,266	202	\$29,273		
Subconsultant (Cornerstone Structural)													95	\$15,675
Reimbursable Budgets		\$3,038		\$0		\$5,390		\$5,569		\$1,304		\$399		\$2,420
Overall Total Not To Exceed:		\$293,859												
Budget Summary:														
Phase 1 Fee Subtotal:		\$277,441												
Phase 2 Fee Subtotal:		TBD												
Reimbursable Expenses:		\$16,418												

The fees for the above tasks are proposed as a not to exceed overall total amount (not per task) billed on a time and materials basis. Billing for additional services will be on a time and expense basis in accordance with the prevailing BKF Fee Schedule. Reimbursable expenses will be billed on a time and material basis plus 10%. Subconsultant fee includes standard 10% markup. TOA and WRA hours and fee are for information only. These fees are included in the Placeworks numbers (as a subconsultant to Placeworks).



PROFESSIONAL PERSONNEL SERVICE FEES
JANUARY 1, 2015 - DECEMBER 31, 2015

<u>PERSONNEL</u>	<u>HOURLY RATES</u>
ENGINEERING	
Associate	\$187.00
Project Manager	\$177.00 - \$183.00
Engineer IV	\$164.00
Engineer I, II, III	\$115.00 - \$133.00 - \$151.00
PLANNING	
Planner I, II, III	\$115.00 - \$133.00 - \$151.00
SURVEYING	
Associate	\$187.00
Project Manager	\$177.00 - \$183.00
Surveyor I, II, III, IV	\$115.00 - \$133.00 - \$151.00 - \$164.00
Survey Party Chief	\$153.00
Survey Chainman	\$99.00
Apprentice I, II, III, IV	\$61.00 - \$81.00 - \$89.00 - \$95.00
Instrumentman	\$128.00
DESIGN AND DRAFTING	
Technician I, II, III	\$112.00 - \$118.00 - \$130.00
Drafter I, II, III, IV	\$87.00 - \$96.00 - \$104.00 - \$114.00
Student Engineer/Surveyor	\$61.00
CONSTRUCTION ADMINISTRATION/QSP-QSD/INSPECTION	
Senior Construction Administrator	\$173.00
Resident Engineer	\$128.00
Field Engineer I, II, III	\$115.00 - \$133.00 - \$151.00
SERVICES AND EXPENSES	
Project Assistant	\$72.00
Clerical/Administrative Assistant	\$61.00

Principals' time on projects is chargeable at \$215.00- \$236.00 per hour.

Charges for outside services, equipment, and facilities not furnished directly by BKF Engineers will be billed at cost plus 10%. Such charges may include, but shall not be limited to printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; special fees, permits, and insurance; transportation on public carriers, meals, and lodging; and consumable materials. Mileage will be charged at the prevailing IRS rate per mile.

Monthly invoices are due within 30 days from invoice date. Interest will be charged at 0.833% per month on past due accounts.

Expert witness/litigation rates are available upon request.



PlaceWorks – 2015 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$190–\$250
Associate Principal	\$175–\$200
Senior Associate/Senior Scientist	\$145–\$180
Associate/Scientist	\$110–\$150
Project Planner/Project Scientist	\$90–\$115
Planner/Assistant Scientist	\$75–\$95
Graphics Specialist	\$60–\$95
Clerical/Word Processing	\$40–\$110
Intern	\$50–\$70

Subconsultants are billed at cost plus 10%.

Mileage reimbursement rate is the standard IRS-approved rate.



2014-2015
(July 2014 through June 2015)

Classification	Hourly Rate	Hourly Billing Rates
Principal		\$195.00 - \$320.00
Senior Associate		\$180.00 - \$240.00
Associate		\$145.00 - \$200.00
Senior Engineer/Planner		\$125.00 - \$185.00
Engineer/Planner		\$100.00 - \$135.00
Senior Technical Support		\$125.00 - \$170.00
Senior Administrative Support		\$105.00 - \$135.00
Administrative Support		\$95.00 - \$125.00
Technician		\$95.00 - \$135.00
Intern		\$80.00 - \$95.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (56 cents per mile as of Jan 2014).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*

effective 6/28/2014
Fehr & Peers reserves the right to change these rates at any time with or without advance notice.


 This image cannot currently be displayed.

Exhibit I

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

The undersigned (hereinafter called the "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 U.S. Department of Health and Human Services (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.

Linda Schmid

Name of 504 Person - Type or Print

B&F Engineers

Name of Contractor(s) - Type or Print

255 Shoreline Dr - #200

Street Address or P.O. Box

Redwood City, CA 94065

City, State, Zip Code

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

J. O'Connell, CFO

Signature

CFD

Title of Authorized Official

5/15/15

Date

*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."

Exhibit IP

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.