

# **AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BKF ENGINEERS**

This Agreement is entered into this 7th day of July, 2015, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and BKF Engineers, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of design services for plans, specifications, permits and cost estimates for the Coyote Point Recreation Area Eastern Promenade Rejuvenation Project.

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

## **1. Exhibits and Attachments**

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

Exhibit A—Services

Exhibit B—Payments and Rates

## **2. Services to be performed by Contractor**

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

## **3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if 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 Four Hundred Fifty Seven Thousand Five Hundred Dollars (\$457,500). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

## **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 8, 2015, through June 30, 2016.

## **5. Termination; Availability of Funds**

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

Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

**6. Contract Materials**

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

**7. Relationship of Parties**

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

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made 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.

#### **b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

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

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

#### **9. Assignability and Subcontracting**

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

10. **Payment of Permits/Licenses** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at

Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

## **11. Insurance**

### **a. General Requirements**

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

### **b. Workers' Compensation and Employer's Liability Insurance**

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

### **c. Liability Insurance**

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

☒ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☒ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

☒ Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

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.

## **12. Compliance With Laws**

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

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

## **13. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

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

### **b. Equal Employment Opportunity**

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

### **c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of

any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

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

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

**e. Discrimination Against Individuals with Disabilities**

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

**f. History of Discrimination**

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

- ☐ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the

Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

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

#### **14. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

#### **15. Retention of Records; Right to Monitor and Audit**

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

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

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

**16. Merger Clause; Amendments**

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

**17. Controlling Law; Venue**

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

**18. Notices**

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

In the case of County, to:

Name/Title:	Cecily Harris/ Development Consultant
Address:	455 County Center, 4 <sup>th</sup> Floor, Redwood City, CA 94063
Telephone:	(650) 363-1881
Facsimile:	(650) 599-1721
Email:	charris@smcgov.org

In the case of Contractor, to:



Name/Title: Janine O'Flaherty/ Vice President, Operations  
Address: 255 Shoreline Drive, Suite 200, Redwood City, CA 94065  
Telephone: (650) 482-6336  
Facsimile: (650) 482-6399  
Email: Joflaherty@bkf.com

**19. Electronic Signature**

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

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

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

\* \* \*

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

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

BKF Engineers

Contractor's Signature

Date:

*(April 1, 2015 CCC issued contract template version)*

## **Exhibit A**

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

### **Scope of Work: Coyote Point Recreation Area Eastern Promenade Project San Mateo County Parks Department, San Mateo County, CA**

BKF Engineers welcomes the opportunity to submit this proposal for design services associated with civil engineering, land surveying, landscaping, lighting, geotechnical, CEQA and Permit Processing, shoreline revetment and beach design associated with assisting County of San Mateo in the developing of the Coyote Point Recreation Area Eastern Promenade Project. BKF is proud to lead our team of key sub-consultants who have strong related infrastructure experience including shoreline facilities, marina parks, boat docks, launching facilities, Public/ADA access, public restrooms and associated utility infrastructure. BKF, Moffatt & Nichol, MIG, MTH and BAGG are looking forward to successfully implementing this project's goals.

To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, assumptions, and associated fee based on our understanding of the project.

#### **I. PROJECT UNDERSTANDING**

Based on your proposal request and information obtained from San Mateo County Parks Department, our understanding of the project is as follows:

The Western Promenade Improvements Project construction was completed during fall, 2014. San Mateo County Parks Department is now interested in updating 60% plans and specifications, CEQA, and other existing permits as necessary to complete the Eastern Promenade Improvements, which involves:

- 1) Retreating the promenade and a portion of the parking lot to create a crenulated-shaped bay,
- 2) Anticipate sea level rise,
- 3) Improve the existing beach,
- 4) Create sand dune habitat,
- 5) Replace lost parking spaces,
- 6) Relocate utilities, and
- 7) Replace the existing bathroom. At this point, San Mateo County Parks Department is interested in changing contractors and are soliciting scope of works from selected on call contractors.

#### **BASIS OF DESIGN**

Our proposal is based on the following documents and information that formulates our basis of design:

1. Plans and Specifications: the basis for the new Plans and Specifications will be based on those Prepared by PWA and dated March 31, 2012 for both the Western and Eastern Coyote Point Recreation Area Promenade Project along with the current scope of work including the new Restroom Building and Parking areas to be able to prepare revised 60%, 90% and 100% Draft/Final Plans and Specs, update CEQA (i.e. Mitigated Negative Declaration), and Permits.
2. County Surveying Information: We have assumed that the original survey for the project, Aerial based with vertical and horizontal control and 1 –foot contours and additional spot elevations will

be available for our use in hard copy and AutoCAD format for our use in supplementing for design of the eastern promenade, new restroom and parking lots for approximately 75 additional vehicles.

3. **Geotechnical:** Geotechnical Report by Treadwell and Rollo, dated December 27, 2009 and will, be supplemented by BAGG as part of this work. A geotechnical report for the project will be provided. At a minimum, this report should address the required paving structural sections, earthwork and compaction recommendations, soil bearing pressures, surcharge pressures, settlement issues, soil infiltration/percolation rates, and groundwater levels.
4. **Sea Level Rise - Beach, Dune, Revetment and Sea Wall System:** This task includes review of existing documentation, collection of relevant topographic and as-built data from the western promenade project, and supplemental coastal analysis to assess implications of recent changes in Bay policy related to sea level rise to support the design for the beach, dune, revetment and sea wall system. The documents to be reviewed include previously developed Plans, Specifications, Design Reports, CEQA documentation and permits. The information provided in these documents are assumed to provide the majority of the background information for design. Some additional information and analysis is expected to be needed to move the existing design forward. This will include an updated wind wave analysis, wave run-up analysis for the revetment and beach and a revised grain size distribution for the proposed beach. The information used from existing document and updated analysis will be summarized in a Preliminary Design Report / Basis of Design document during the design phases for the project.
5. **Construction Documents for Beach Fill:** This task includes preparation of Design Plans, technical Specifications, and estimates of probable construction costs for the combined fill project. Previous estimates of fill quantities were based a beach survey that is now over 5 years old. The beach fill design will be confirmed based on an updated survey as well as the quantity described in the Initial Study and Mitigated Negative Declaration to avoid significant CEQA and permitting issues. The beach fill design will be based on design and performance criteria, site conditions, and Agency requirements. The technical specifications will include requirements for the beach fill material, potential methods for transporting and placing beach fill material, construction logistics and permit requirements. The plans will include the location of infrastructure (storm drain pipes and pavement edge) in the project area, as well as contractor access and staging areas. A total of four to five drawings are anticipated for the beach fill, dune, revetment, and sea wall design. We will use County of San Mateo Standards for drawings and specifications and make design progress submittals at the 60%, 90%, and 100% design stages.
6. **Electrical/Lighting:** It is assumed that the restroom building will be a pre-fab building already prewired with lighting, receptacles, distribution panel, and lighting control equipment. A performance specification will be provided for the electrical system inside the restroom building.

The service to the new restroom building will be from the existing transformer located near the proposed location of the restroom building. It is anticipated that the restroom building will be provided with a utility room dedicated to the electrical service equipment. The utility room will enclose the distribution panel board and outdoor lights control equipment. The panel board will serve the building indoor lights, building perimeter lights, building convenience receptacles, parking lot lights and promenade lights.

The outdoor lights control equipment will consist of a lighting control panel, photocell and time clock. The control strategy proposed for the outdoor lights is ON at dusk on photocell, 50% of the

lights OFF by time clock at 11:00 pm, and remaining lights OFF at dawn. Other control strategy can be implemented as required by the County.

Parking lot lights will be LED type, pole mounted, located on the parking lot perimeter and on inside islands. LED lighting will match standard at Western Promenade. Promenade and walkway lights can be either pole mounted LED lights, similar to the parking lot lights, or Bollard type LED lights if acceptable to the County.

The existing pad mount transformer enclosure doors have started to corrode. If the only corrosion is at the doors, it is proposed to replace the existing doors with new stainless steel doors, painted to match the transformer paint color.

## **II. SCOPE OF SERVICES**

Based on the East Promenade RFP Scope of Work and supporting documents provided by San Mateo County Parks (SMCP), we propose the following scope of work for the Coyote Point Recreation Area Eastern Promenade Project (Project).

Our design team understands the project to include the following elements:

- Approximately 150' of Eastern Promenade Trail linking to the Western Promenade and Bluff Trails
- LED lighting matching existing at the Western Promenade
- New 75 space Parking Area
- Pathways with special textured surface, linking parking lot(s) to the dunes and the beach
- New beach and associated seawall
- Restored sand dune planting and habitat fencing
- Landscape planting and irrigation
- Bio-swale or Bio-retention planter development coordination and planting
- Prefabricated restroom, with dedicated Men's and Women's rooms, diaper changing facilities, drinking fountains and shower tower

As part of the BKF Design team Landscape Architecture Services, MIG/TRA proposes the following services to complete the Project as described below:

- The location and finish of pedestrian pavements
- Finish grading and surface drainage of all planted areas, pedestrian pavements, and walls
- Selection of prefabricated restroom building and incorporation of manufacturer's details and specifications into the construction document package
- Selection and location of site furniture, including any benches, bollards, fences, bike racks and trash receptacles and signage
- Selection and location of site lighting fixtures
- Planting plans, details and specifications
- Irrigation plans, details and specifications for irrigation downstream from mainline point of connection
- CEQA Compliance
- Management of all resource agency permits

Construction services or implementation of permit conditions during construction are not included in this scope of services. BKF design team will not be responsible for any modifications to construction

documents prepared under this scope of services that may result from future regulatory agency permit application reviews and resulting permit conditions. See "SCOPE QUALIFICATIONS AND ASSUMPTIONS" at the end of this document for additional services that are outside the scope of work.

#### **TASK 1: PROJECT COORDINATION, LAND SURVEYING and GEOTECHNICAL**

1. **Project Coordination/QA/QC:** BKF will provide ongoing project management of their internal design team, as well as ongoing coordination with the Project Design Team, CEQA and permitting teams, providing technical resources necessary to complete the scope of work, monitoring the Project budget and schedule, participating in Project meetings, implementing the quality assurance/quality control process, and communicating regularly with team members regarding design concepts and electronic data exchange associated with the initial information gathering phase, CEQA and Permitting Phase, 60% Design, 90% Design Phase and 100% Design Phase. In addition, BKF and the design team shall be responsible for providing quality assurance and quality control for the duration of the Project for all designs, drawings, reports and other services. (Fee for this task is incorporated with Tasks 2 through 6 of the scope of services below.)
2. **Supplemental Surveying:** We have assumed that the original survey for the project, Aerial based with vertical and horizontal control and 1 –foot contours and additional spot elevations will be available for our use in hard copy and AutoCAD format for our use in supplementing for design of the eastern promenade, new restroom and parking lots for approximately 75 additional vehicles. Our new proposed Surveying services will included establishing original control points for vertical and horizontal information and providing new topographical surveying in the area of the new proposed parking directly east of the of the existing restroom building. The survey will include spot elevations, existing trees (size, location & grade) and existing benched areas which is planned to accommodate future parking improvements for up to 75 vehicles. The finished product will be base design topographic survey with physical features, curbs, utilities, trees with 2-foot contour information. BKF will also supplemental the survey within the other areas of work to locate key surface features associated with existing utilities, trees and other information. In addition, we will include up to date cross sections along the shoreline, at low tide limits with the scope of works at 50-intervals, approximately 50 to 60 wide to existing promenade for approximately 1,000 feet along the project limits of the crenulated-shaped bay beach area.
3. **Geotechnical Report:** BAGG will conduct a field investigation and borings to supplement information provided in the Treadwell & Rollo geotechnical investigation dated December 27, 2009. The purpose of our services will be to perform a geotechnical engineering investigation at the subject site in order to provide geotechnical recommendations and design criteria for the new restroom building and pavements for the new and reconfigured parking areas. We propose the scope of our services will consist of the following specific tasks:
  1. Research and review available soil information and geotechnical data for the site, including published geologic maps and reports.
  2. Visit the site and mark the boring locations, contact Underground Service Alert, and obtain a drilling permit from the County Groundwater Protection Program.
  3. Drill, log and sample five borings at the site with a truck-mounted and/or portable Minuteman drilling equipment, using conventional flight augers. The borings will be drilled to depths of 5 to 15 feet, or to refusal in bedrock, whichever occurs first. We propose two borings be located

in the parking area to be reconfigured, two borings in the new parking area to the east, and one boring within the proposed restroom building area. The borings will be advanced under the direction of one of our engineers/geologists who will also obtain disturbed bulk, Standard Penetration Test, and relatively undisturbed ring samples of site materials at 3- to 5-foot-intervals for visual classification and laboratory testing. Upon completion of the drilling, the borings will be backfilled with cement grout as per standard protocol, and the drill cuttings would be left on-site at a location designated by the client.

4. Perform a laboratory testing program on the soil and bedrock samples collected from the borings to evaluate the engineering characteristics of the subsurface materials. Tests would include direct shear strength tests at natural and artificially increased moisture content, classification tests, Rvalue tests, and moisture-density measurements, as judged appropriate.
5. Evaluate the geotechnical properties of the site materials and develop conclusion, opinion, and recommendations regarding the following items:
  - Site seismicity, including proximity to nearby active faults in the vicinity and seismic design criteria per 2013 CBC,
  - Discovered information on the type, thickness, and consistency of the fill, and type and consistency of native geologic materials, including the depth to groundwater, if encountered,
  - Recommendations for site preparation and grading,
  - Foundation design criteria for the new restroom building, including lateral and vertical bearing pressures for dead, live, earthquake and wind loads; and minimum embedment depth,
  - Recommendations for AC pavement sections for use with various Traffic Indexes, including auto parking areas and driveway areas,
  - Recommendations for utility trench backfill,
  - General surface and subsurface drainage requirements, including installation of sub drains, if warranted.
6. Prepare a report summarizing the results of our research and investigations, and including a vicinity map, a site plan with boring locations, the boring logs, laboratory test results, and our opinions, conclusions, and recommendations.
7. Deliverables: Topographic design survey in hard copy and AutoCAD for Design Team Use. Delivery for geotechnical report will be during 60% design phase.

## **TASK 2: PROJECT INITIATION, CEQA AND PERMITTING**

1. **Project Kick-off Meeting:** Design Team and SMCP for a Project Kick-off Meeting to review the project tasks, schedule, and key design issues. MIG assumes this Meeting will be held on the same day as the Field Reconnaissance Meeting.
2. **Field Reconnaissance Meeting with Facilities:** BKF Design team will organize and participate in a site reconnaissance meeting with the Client and SMCP and County Coyote Point Maintenance personnel to become familiar with the existing features that are readily visible and may affect the design work. We will photo document existing site conditions, including constructed improvements, utilities, any adjacent irrigation systems and vegetation. We will gather information that will be used to update the environmental setting information presented in the 2009 IS/MND.

Prior to the site visit MIG|TRA will review the CNDDDB and CNPS lists of special-status plant and wildlife species to assist in determining if all special-status species with potential to occur in the project site have been adequately assessed. We will conduct a reconnaissance-level site visit of the property to assess the potential for the site to support special-status plant and wildlife species (including nesting birds); document the location of eelgrass beds and project locations (i.e., promenade, barge staging area, dunes, restrooms, and parking lot); and make note of any common and special-status plants or wildlife observed during the visit. During the site visit, MIG|TRA biologists will characterize all habitats within the project area and can assist the County in determining potential opportunities for future projects such as the living shoreline project identified by the Coastal Conservancy.

**3. Review Existing Conditions and Plans:** Review and analyze data collected during the Site Tour as well as existing design documents, project plans, and permits and any proposed changes to the existing Project plans. The Client is responsible for providing all the relevant existing data. This existing data, along with the new analysis, will form the basis for mapping and a better understanding of existing conditions. Design team will review all existing reports and documents for the project. Because the project permits and documents are approximately 4 years old, we will run a query of the California Natural Diversity Database (CNDDDB) and the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants to update the list of special-status and rare plant and wildlife species with the potential to occur in the project vicinity and ensure that the existing documents address all pertinent species.

**4. Review Existing Permits (CEQA, Army Corps, NOAA, BCDC, RWQCB):**

a. **Review Existing Permits:** After the site visit, design team will review all of the existing project permits to ensure the project is accurately described. In addition, design team will ensure that all mitigation measures/conditions have been addressed prior to construction activities.

b. **Review Existing CEQA Document:**

- Substantial changes to the project or the circumstances under which the project will be undertaken will require major revisions of the previous EIR or Mitigated Negative Declaration due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- New information of substantial importance, which was not known at the time of the previous CEQA document was adopted which show that the project will have one or more significant effects not discussed in the previous EIR or Mitigated Negative Declaration; or
- Significant effects previously examined will be substantially more severe than shown in the previous EIR or Mitigated Negative Declaration; or
- Mitigation measures previously found not to be feasible would in fact be feasible, or mitigation measures which are considerably different from those analyzed in the previous Mitigated Negative Declaration would substantially reduce one or more significant effects on the environment.
- CEQA Guidelines Section 15164 outlines when an addendum to a previously certified CEQA document may be prepared and states that an addendum may be prepared if some changes or additions are necessary but none of the conditions described in Section 15162 calling for the preparation of a subsequent CEQA document have occurred. MIG|TRA will rely on these CEQA Guideline Sections to determine the appropriate approach to updating the 2009 adopted IS/MND.



- c. **Determine Appropriate CEQA Document:** design team will review project changes identified in Task b. and determine whether the changes are substantial as defined by CEQA Guidelines Section 15162. We will also evaluate whether substantial changes in circumstances have occurred or whether there is new information that would change the conclusions of the 2009 IS/MND per Section 15162 precluding its use.

The County has identified two new features (a bathroom and replacement parking lot) to the project that were not specifically addressed in the 2009 IS/MND. Additional changes may occur as the design team evaluates the plans. Based on our current knowledge of the new bathroom and parking area, minimal changes to the adopted 2009 IS/MND would be required and the preparation of an Addendum may be possible. If substantial changes to the project are proposed, an addendum may not be the appropriate CEQA document and a subsequent CEQA document may be necessary.

MIG|TRA will compare the components of the 2015 project with those described in the 2009 IS/MND to determine whether the existing CEQA document fully analyzes the impacts of the 2015 project and whether there are new impacts and/or mitigation requirements needed for the 2015 project. We will recommend the appropriate CEQA document to the County in the form of a letter report. The letter report will reference relevant CEQA Guideline sections to document the basis of our recommendation. MIG|TRA would submit the letter report to the County for concurrence with our recommendation before starting the preparation of the recommended CEQA document.

## **5. Permit, CEQA, MND Revisions:**

- a. **Permit Extensions/Revisions:** The permits for the project were issued between 2010 and 2012; therefore, MIG|TRA will contact the resource agencies to update them on the construction schedule and discuss any new aspects of the project. In addition, a few of the permits (e.g., United States Army Corps of Engineers [USACE]) are scheduled to expire prior to or during planned construction activities. MIG|TRA will coordinate with the resource agencies to extend the project permits, if necessary. The permits also require that any project changes be submitted prior to conducting construction activities. The current project includes a new bathroom building location and new parking area, as well as engineering design changes to address sea level rise; therefore, at a minimum, these changes need to be submitted to the resource agencies. MIG|TRA will coordinate with both San Mateo County Parks Department and the resource agencies to amend the permit applications to include all new project activities. This scope of work assumes it will not require more than 24 hours to coordinate with the resource agencies to update and extend the permit applications, as necessary.
- b. **Prepare Addendum to 2009 IS/MND:** If an Addendum is determined to be the appropriate CEQA document, MIG|TRA will prepare the Addendum according to CEQA Guidelines Section 15164. The Addendum will include the following:
- **Project Description** – New project features will be described with graphics and figures included as necessary.
  - **CEQA Review Findings** – The Addendum will incorporate the conclusions of the Task 1 memo explaining the decision to not prepare a subsequent MND. The discussion will address whether any changes in circumstances, such as changes to the environmental setting (Baseline conditions) have occurred to cause an increase in significance or severity of project impacts from those identified in 2009. This discussion will also

evaluate whether there is any new Information that would change the conclusions of the 2009 IS/MND or affect the feasibility of mitigation adopted for the project.

- Environmental Impact Assessment – The Addendum will evaluate the environmental impacts associated with the new project features. Amendment text will be presented to supersede or supplement 2009 Initial Study checklist discussion. Mitigation measures may also be modified. No new mitigation measures will be identified. The Addendum would evaluate each of the checklist answers and revise the response accordingly.
- An Addendum need not be circulated for public review but can be included or attached to the adopted Mitigated Negative Declaration. MIG|TRA will prepare an administrative draft Addendum for review by the County, respond to County comments and prepare a final version. MIG|TRA will provide the Addendum in electronic form only (Word and PDF format).
- MIG|TRA will prepare the administrative draft Addendum in approximately three weeks after County concurrence with this approach. The final Addendum will be provided to the County one week after receiving comments on the administrative draft.

#### 6. Moffat & Nichol CEQA/Permitting Support:

Permits for the project have been obtained previously, but will likely have to be modified. This task includes the following services, where we will provide materials related to the beach, dune, revetment and sea wall:

- a. Prepare an updated project description including methods of construction, schedule and construction duration;
- b. Provide discussion of the impacts that sea level rise will have on the proposed project.
- c. Incorporate Sediment Impact Study results into Basis of design

Deliverables:

- a. Letter report recommending appropriate CEQA document
- b. Administrative Draft and Final Addendum to 2009 IS/MND covering 2015 project impacts (Word and PDF format).

#### 7. Moffat & Nichol Basis of Design:

This task includes review of existing documentation, collection of relevant topographic and as-built data from the western promenade project, and supplemental coastal analysis to assess implications of recent changes in Bay policy related to sea level rise to support the design for the beach, dune, revetment and sea wall system. The documents to be reviewed include previously developed plans, specifications, design reports, CEQA documentation and permits. The information provided in these documents are assumed to provide the majority of the background information for design. Some additional information and analysis is expected to be needed to move the existing design forward. This will include an updated wind wave analysis, wave run-up analysis for the revetment and beach and a revised grain size distribution for the proposed beach. The information used from existing document and updated analysis will be summarized in a Preliminary Design Report / Basis of Design document.

### **TASK 3: 60% DESIGN PHASE**

1. Coordination: BKF will coordinate with the team to verify the proposed site plan conforms to existing conditions and site constraints. BKF will coordinate site utilities with the proposed connection points at the building and with serving utilities for the Coyote Point Eastern Promenade Project. BKF will verify, based on the provided information, that there are no conflicts

with proposed or existing improvements. BKF's grading plan will be limited to the project site. We will distribute these drawings to the design team to determine the impact on design.

2. Design Development: BKF design team will collaborate and will prepare preliminary design documents as required for review with County Parks Staff. The following plans will be prepared for the planning submittal:
  - a. Existing Site Plan – topographic survey, existing site improvements, and record project boundary
  - b. Grading and Drainage Plan – preliminary restroom building finish floor and site spot finish grade elevations, preliminary drainage facilities/utility services
  - c. Utility Plan – showing new connections to the Restroom building
  - d. Stormwater Control Plan – BKF will prepare a stormwater control plan. In addition to the required treatment of storm water, the County has enacted a policy that any new project must have a zero net affect the public storm drain system.
  - e. Using the prepared Base Map, BKF/MIG will prepare Schematic Site Plan Alternatives showing the proposed revisions to the existing Eastern Promenade. BKF/MIG will prepare up to two options showing alternative locations for the new parking lot and prefabricated restroom building. MIG will also prepare a preliminary materials and planting exhibit. MIG will present the exhibits to the SMCP for review and approval before proceeding to develop the 60% Plans and Details.
3. Drawings: Based on the approved site plan as developed by BKF's Project team will prepare the following documents:
  - Cover Sheet
  - General Notes and Details
  - Existing Conditions
  - Tree and Site demolition plans
  - Site Plan including Trail Alignment, parking, and Planting Areas
  - Sand Dune Habitat Plan and Details
  - Preliminary Beach and Revetment Plans
  - Preliminary Grading Plan
  - Preliminary Utility Plan
  - Preliminary Electrical Lighting Plans
  - Preliminary Landscape & Irrigation Plans
4. Calculations: BKF will prepare the following calculations and submit our findings in memorandum format:
  - Earthwork
  - Storm Drain hydrology and Hydraulics
5. NPDES C.3 Compliance: BKF will perform preliminary water quality C.3 calculations (i.e. impervious areas, tributary drainage areas, storm outfall flows, BMP sizing, etc.) necessary to confirm the preliminary planning design proposed for Design Review. We will also calculate the preliminary earthwork quantities relative to the proposed grading plan. Based on a preliminary review, the site will be subject to the NPDES Storm water regulations. The County of San Mateo has a Storm water Compliance Checklist that BKF will assist the project team in completing. This checklist will provide guidance on the type and amount of storm water quality measures required to develop the site. In coordination with the project architect and landscape architect, we will for complying with this provision. BKF will work with the Architect and Landscape Architect to identify

opportunities for Low Impact Design (LID) elements at the site such as green roof, pervious paving and flow through planters. We will also determine LID feasibility/infeasibility based on 2011 regulations.

- 6. 60% Beach, Dune, Revetment and Sea Wall System:** This task includes preparation of Design Plans, technical Specifications, and Estimates of probable construction costs for the combined fill project. The beach fill design will be based on design and performance criteria, site conditions, and Agency requirements. The technical specifications will include requirements for the beach fill material, potential methods for transporting and placing beach fill material, construction logistics and permit requirements. The plans will include the location of infrastructure (storm drain pipes and pavement edge) in the project area, as well as contractor access and staging areas.
- 7. 60% Sand Dune Habitat Design:** MIG will support the project team in refining the existing grading plans for the sand dune restoration areas, and in exploring opportunities and constraints. MIG will then refine the existing Coyote Point Recreation Area Dune Planting List (Appendix C of the Project Initial Study) and create a conceptual plan for the sand dune areas, and will submit this updated list and plan to the regulatory agencies for review and approval. This conceptual design will be based upon the dune grading plans for the project, as well as the project team's experience and current best practices for dune habitat restoration in San Francisco Bay.
- 8. Specifications:** BKF will prepare technical specifications in CSI format for elements included in our scope of work. All work within the Public Right of Way will be designed in accordance with County of San Mateo Standards.
- 9. Estimates:** BKF design team will prepare a 60% Opinion of the Probable construction cost estimate related to the proposed 60% Design Drawings.
- 10. Meetings:** BKF Design comprised of BKF, MIG/TRA & Moffat Nichol will attend (2) coordination meeting during the 60% design phase for a total of two (2) meetings.
- 11. Deliverables:** 3 hard copies of Plans and Specifications at 60%, delivered to San Mateo County Parks plus electronic files in .pdf and Word.

#### **TASK 4: 90% DESIGN PHASE**

- 1. Coordination:** BKF will coordinate with the team to verify the proposed site plan conforms to existing conditions and site constraints. BKF will coordinate site utilities with the proposed connection points at the building and with serving utilities in the public right-of-way. BKF will verify, based on the provided information, that there are no conflicts with proposed or existing improvements. We will also determine, at this level, if any additional survey is needed on the site. BKF's grading plan will be limited to the public right of way and open space outside of the building envelope on the project site. We will distribute these drawings to the design team to determine the impact on design. It is assumed that grading on the podium will be designed by the landscape architect.
- 2. Drawings:** Based on the approved site plan as developed by the architect, BKF will prepare the following documents:
  - Cover Sheet
  - General Notes and Details
  - Existing Conditions
  - Demolition Plans
  - Site Plan including Trail Alignment, parking, Planting Areas and Plazas

- Sand Dune Habitat Plan and Details
- Beach and Revetment Plans
- Grading Plans
- Utility Plan
- Erosion controls Plans
- Restroom Building Plan
- Electrical Lighting Plans
- Landscape & Irrigation Plans
- Miscellaneous Details & Sections

**3. Calculations:** BKF will prepare the following calculations and submit our findings in memorandum format:

- Earthwork
- Storm Drain hydrology and Hydraulics

**4. NPDES C.3 Compliance:** Based on a preliminary review, the site will be subject to the NPDES Storm water regulations. The County of San Mateo has a Storm water Compliance Checklist that BKF will assist the project team in completing. This checklist will provide guidance on the type and amount of storm water quality measures required to develop the site. In coordination with the project architect and landscape architect, we will develop a conceptual method for complying with this provision. BKF will work with the Architect and Landscape Architect to identify opportunities for Low Impact Design (LID) elements at the site such as green roof, pervious paving and flow through planters. We will also determine LID feasibility/infeasibility based on 2011 regulations.

**5. 90% Beach, Dune, Revetment and Sea Wall System:** This task includes preparation of design plans, technical specifications, and estimates of probable construction costs for the combined fill project. The beach fill design will be based on design and performance criteria, site conditions, and Agency requirements. The technical specifications will include requirements for the beach fill material, potential methods for transporting and placing beach fill material, construction logistics and permit requirements. The plans will include the location of infrastructure (storm drain pipes and pavement edge) in the project area, as well as contractor access and staging areas.

**6. 90% Sand Dune Habitat Design:** MIG will support the project team in refining the existing grading plans for the sand dune restoration areas, and in exploring opportunities and constraints into the beach/sand dune design.

**7. 90% Lighting Design & Photometric Analysis:** Lighting design and photometric analysis for the site and public roadways will be provided by others.

**8. 90% Specifications:** BKF will prepare technical specifications in CSI format for elements included in our scope of work. All work within the Public Right of Way will be designed in accordance with County of San Mateo Standards.

**9. 90% Estimates:** BKF design team will prepare a 90% Opinion of the Probable construction cost estimate relate to the proposed 90% Design Drawings.

**10. Meetings:** BKF Design comprised of BKF, MIG/TRA & Moffat Nichol will attend (2) coordination meetings during the 90% design phase for a total of two (2) meetings.

- 11.** Deliverables: 3 Copies Drafts of plans and specifications at 90 % complete, Deliver to San Mateo County Parks three (3) hard copies of Draft Plans and Specifications, and electronic files in .pdf and Word.

#### **TASK 5: 100 % CONSTRUCTION DOCUMENTS PHASE**

- 1.** Coordination: Based on the comments received during Design Development, BKF will prepare documents for construction. We will continue to coordinate utility systems, hardscape, landscape and site grading with the team.
- 2.** Drawings: We will prepare the following drawings:
  - Cover Sheet
  - General Notes and Details (1 to 2 Sheets)
  - Existing Conditions (6 sheets)
  - Demolition Plans (4 sheets)
  - Site Plan including Trail Alignment, parking, Planting Areas and Plazas (4 sheets)
  - Sand Dune Habitat Plan and Details (2 sheet)
  - Beach and Revetment Plans (4 sheets)
  - Grading Plan (4 sheets)
  - Utility Plan (3 sheets)
  - Erosion Control Plans and Details (4 sheets)
  - Restroom Building Plans (2 Sheets)
  - Electrical Lighting Plans (2 sheets)
  - Landscape & Irrigation Plans (8 sheets)
  - Miscellaneous Details & Sections (2 sheets)
- 3.** Calculations: BKF will prepare the following final calculations:
  - Earthwork
  - Storm Drain hydrology and hydraulics
- 4.** NPDES C.3 Compliance: BKF will further develop the methods to meet the NPDES requirements for post-construction storm water discharge. BKF will work with the project architect and landscape architect to implement the site water quality features. BKF will prepare a Storm Water Control Report. This report will show calculations as well as site design features that will serve to treat the site storm water.
- 5.** 100% Beach, Dune, Revetment and Sea Wall System: This task includes preparation of Design Plans, technical Specifications, and Estimates of probable construction costs for the combined fill project. The beach fill design will be based on design and performance criteria, site conditions, and Agency requirements. The technical specifications will include requirements for the beach fill material, potential methods for transporting and placing beach fill material, construction logistics and permit requirements. The plans will include the location of infrastructure (storm drain pipes and pavement edge) in the project area, as well as contractor access and staging areas.
- 6.** 100% Sand Dune Habitat Design: MIG will support the project team in refining the existing grading plans for the sand dune restoration areas, and in exploring opportunities and constraints.
- 7.** 100% Lighting Design & Photometric Analysis: Lighting design and photometric analysis for the site and public roadways will be provided by others.

8. 100% Specifications: BKF will prepare final technical specifications in CSI format for elements included in our scope of work.
9. 100%Estimates: BKF design team will prepare a 100% Opinion of the Probable construction cost estimate relate to the proposed 100% Design Drawings
10. Project Approval: BKF will revise the drawings based on agency comments and re-submit for review. We have allocated fee for two (2) re-submittals.
11. Meetings: BKF will attend four (4) coordination meetings during the Construction Documents phase.
12. Deliverables: 3 hard copies of Plans and Specifications at 100% delivered to San Mateo County Parks Department three (3) hard copies of Final Plans and Specifications, and electronic files in .pdf and Word and three (3) hard copies of all Final Plans and Specifications and electronic files on a CD in Word, .pdf and AutoCAD.

#### **TASK 6: PUBLIC MEETINGS**

1. Community Informational Meeting:  
BKF/MIG will participate in One (1) Community Informational Meeting to update the public on the Coyote Point Eastern Promenade design plans. MIG will provide the Client with PowerPoint slides or up to 3 exhibit boards for use in the presentation.
2. Parks and Recreation Commission Meeting:  
BKF/MIG will participate in One (1) Parks and Recreation Commission Meeting to present the revised Coyote Point Eastern Promenade design plans. MIG will provide the Client with PowerPoint slides or up to 3 exhibit boards for use in the presentation.
3. Planning Commission Meeting:  
BKF/MIG will participate in One (1) Planning Commission Meeting to present the revised Coyote Point Eastern Promenade design plans. MIG will provide the Client with PowerPoint slides or up to 3 exhibit boards for use in the presentation.

#### **Task 7: Sediment Impact Study and Operations & Maintenance Plan**

##### **Task 7.1 Alternative Beach Configurations**

This task includes the development of two alternative beach configurations to assess if other configurations may provide the same recreational value, reduce maintenance activities related to windblown and alongshore sand transport and reduce the potential for sand transport into the nearby Coyote Point Marina. These alternative configurations will be developed to a concept level design in plan and typical section based on the environmental conditions developed in Task 2.6.

##### **Task 7.2 Sediment Transport Analysis**

Under this task a desktop or numerical analyses of cross shore and along shore sand movement will be conducted for the proposed beach and two alternative configurations to assess the performance of each alternative in relation to long-term stability of the beach and potential for

sand movement into the nearby Coyote Point Marina. Cross-shore transport of sediment will be evaluated using the Coastal Engineering and Design System Sand Beach model or other equivalent analysis for a storm in which high wind waves coincide with high tides. Along shore sediment transport of sediment will be evaluated using energy flux or similar analysis using wave conditions developed in Task 2.6.

These two analyses provide a comparative understanding between the three configurations of the potential for sediment transport to move beach sand into the coyote point marina as well as the long-term rate at which sediment may be lost from the beach due to typical wave conditions.

### **Task 7.3 Sea Level Rise Impact Analysis**

This task includes the assessment of sea level rise impact on the two alternative configurations. Sea level rise estimates used in this analysis will be based on guidance provided by state and local regulatory agencies, such as the San Francisco Bay Conservation and Development Commission, for the year 2050. The impact analysis will include determination of the beach's future equilibrium profile with sea level rise and a discussion of the potential impacts this future condition may have on accessibility and maintenance of the beach as well as potential for increased sediment transport into Coyote Point Marina.

The results of the above concept development and analysis will be included in the Preliminary Design/Basis of Design document. This will include a discussion comparing the two alternatives to the existing design as well as a discussion of potential maintenance activities associated with each alternative configuration.

### **Task 7.4 Operation and Maintenance Plan**

Upon completion of the above tasks an Operation and Maintenance Plan will be developed for the selected beach configuration. This plan will include the following:

- A description of monitoring activities and frequency at which they should be carried out. This will include annual and post storm monitoring of the beach.
- A description of long-term maintenance activities
- Identification of triggers that can be used to determine when long-term maintenance activities are needed.

### **Task 8: CONSTRUCTION SUPPORT (NIC can be provided as an additional services at a later date)**

1. Site Observation Visits: BKF will visit the site to provide clarification of the consultant's design intent for the contractor, architect or owner. We have allocated fee for four (4) visits.
2. Requests for Information: BKF will respond in writing to written requests for information associated with civil design items.
3. Submittal Review: BKF will review and return submittals for those items included in the scope of work.

### **SCOPE QUALIFICATIONS AND ASSUMPTIONS**

BKF Engineers' services are limited to those exclusively set forth in the scope. BKF design team shall have no other obligations or responsibilities for the project except as provided in this proposal letter, or as agreed to in writing.



BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services.

For the scope of work identified, we have assumed the following:

1. BASIS OF DESIGN AND SITE INFORMATION

- a) Topographic Survey: A current design topographic base map at a scale of 1"=20' using ground surveying methods will be provided prior to the start of 60%. This survey will include the location, rim, and invert of gravity utilities and location only 'dry' utilities within the project area along with evidence of other buried utilities. A record boundary for the project for use in design and building permit is not included due to the size of the Coyote Point Regional Park and the boundary not being pertinent for design purpose. Should a boundary survey be required, BKF can provide a proposal for additional services as a separate task and fee. For current proposed Survey Scope of Work refer to Task 1.
- b) Title Report: A title report for the property will be provided by the owner.
- c) Geotechnical Report: A geotechnical report for the project will be provided. At a minimum, this report should address the required paving structural sections, earthwork and compaction recommendations, soil bearing pressures, surcharge pressures, settlement issues, soil infiltration/percolation rates, groundwater levels, and corrosion recommendations.
- d) Existing Utilities: Unless otherwise indicated or provided by others, any existing utilities identified on BKF's drawings/plans are based on information obtained by BKF, or provided to BKF, and may not be accurately documented in their horizontal location or vertical profile. BKF highly recommends that critical facilities be potholed during design or prior to construction.
- e) Potholing: Potholing services are not included in this proposal unless specifically identified.
- f) Existing Utility Capacities: Unless otherwise addressed, existing utilities have adequate capacity to serve the proposed improvements, that they are adjacent to the site frontage and do not require main extensions, and that utility system capacity studies are not required.
- g) Site Plan: At the completion of the Design Development 60% phase, the site plan is final and only minor alterations will be made. Any significant changes from the owner may necessitate additional fees.
- h) Nesting Bird Surveys: The parking lot is currently planned to be constructed within a Eucalyptus grove. Prior to tree removal, a nesting bird survey will be required in order to avoid impacts to nesting birds. A qualified biologist will conduct a nesting bird survey within 7 days of tree removal associated with the parking lot installation. The results of this survey will be submitted to San Mateo County Parks Department as a technical memorandum. Mitigation measures addressing tree removal and nesting bird surveys and restrictions will be included in the CEQA analysis and provided to resource agencies with permit addenda. Additional nesting surveys that may be required due to construction activities during the nesting season are not included in this scope of work and a cost estimate and can be scoped once final construction design and schedule are determined.

- i) **Flagging Eel Grass Beds:** Boats and barges are required to avoid passing through or anchoring in or near eelgrass beds. As a result, in accordance with the project permits, biologists will survey and flag eelgrass beds in the vicinity of proposed project activities prior to construction if barges are anticipated to be used during construction (e.g. beach/dune construction). In addition, MIG|TRA will conduct a post-construction survey of the eel grass beds and prepare a post-construction report documenting any impacts. The post construction report will be submitted to the National Oceanic and Atmospheric Administration's National Marine Fisheries Service (NOAA Fisheries) within 60 days of construction completion. This scope of work assumes no impacts will occur to eelgrass beds as a result of the project; therefore, no eelgrass mitigation plan will be required.
- j) **Environmental Training Program:** In accordance with the Regional Water Quality Control Board permit Habitat Protection Measure 12, an environmental training will be prepared and conducted by a biologist prior to construction. The training program will cover, at a minimum, methods and implementation to reduce turbidity and suspended sediment in Bay Water, measures implemented to avoid impacts to eelgrass beds, and special-status species (including nesting birds) that could occur on-site. This scope of work assumes that the same construction crew will be present during the entire construction period; therefore, only one environmental training will be required. Tailgate trainings for new construction personnel can be conducted at an additional cost.
- k) **Fish Screening Plan Assistance:** San Mateo County Parks Department will use a local San Francisco Bay commercial source for sand supply; however, sand materials will need to be transferred from barges to the beach and dune construction area. There are currently three options identified to move sand material from the barges to the beach including hydraulic slurry piping, conveyor belt system, or use of a crane and bucket. If the hydraulic slurry piping option is chosen, a Fish Screening Plan is required and must be approved by NOAA Fisheries at least 90 days prior to construction. MIG|TRA will coordinate with the project engineer and NOAA Fisheries to obtain the information for the Fish Screening Plan. We will then prepare and submit a Fish Screening Plan to NOAA Fisheries for approval.
- l) **Sand Play Area:** In the event that a portion of the new beach/sand dune areas are identified and approved as sand play areas, MIG will also develop detailed plans and specifications for these areas, including 60%, 90%, and 100% submittals to San Mateo County Parks. MIG specializes in the planning, design, and management of children's environments and programs, and will work with the County to develop plans that are consistent with the educational intent and financial limitations for these improvements.

## **2. CONTINGENCY TASK: PREPARATION OF A SUBSEQUENT IS/MND**

If Task 2 identifies a subsequent MND as the appropriate CEQA document (per CEQA Guidelines Section 15162), MIG|TRA will prepare a new Initial Study using the County's current Environmental Checklist (updated 2013). Information from the 2009 IS/MND will be relied upon and used to the greatest extent possible. The scope of work for this task assumes the County will prepare the required CEQA Notices, Mitigation Monitoring and Reporting Program (MMRP) and the MND attached to the Initial Study prior to public circulation. MIG|TRA can expand the scope of work to include these services if requested by the County.

The IS scope of work is presented in the following discussion:

- Introduction – MIG|TRA will describe the purpose and organization of the IS, the need for the IS

pursuant to CEQA Guidelines, and the intent of the document. The intent is to provide the County with detailed information about the project's environmental effects and any measures required to mitigate potentially significant impacts.

- Project Description – The Project Description will serve as the basis for all subsequent analysis of environmental impacts and thus is an essential chapter of the IS. MIG|TRA will work closely with San Mateo County and the engineering design team to formulate an accurate and well defined description of the project. The project description will provide a thorough and comprehensive description of all aspects of the project including purpose, site design, project construction details, and permits and approvals required for the project. MIG|TRA anticipates including a description of the bathroom, promenade and parking lot demolition, shoreline excavation, relocation of utility lines, construction and paving of new parking lots, grading for the new bathroom and parking lot, sandy import and dune construction, tree removal, exterior materials, lighting, storm water runoff control features, and any new or expanded features.
- CEQA Checklist – MIG|TRA will describe physical changes to the environment that would result from construction and operation of the project by answering the questions in the Environmental Checklist contained in San Mateo County's adopted Initial Study format. MIG|TRA will provide thorough and comprehensive answers to all IS Checklist questions.
- The Shoreline and Promenade Improvement Project does not propose operational or recreational use changes to the park, so project impacts should be primarily related to the short-term construction phase of the project. MIG|TRA anticipates that the project with incorporation of Best Management Practices will have little or no impacts in many of the resource areas analyzed under CEQA, including: Aesthetics, Agriculture and Forestry Resources, Cultural Resources, Geology/Soils, Hazardous Materials, Hydrology, Land Use, Mineral Resources, Noise, Population and Housing, Public Services, Service Systems, Traffic and Transportation, and Utilities.
- The project could have potential impacts during the short-term construction impacts in the following areas: air quality and climate change (GHG), biological resources. An outline of the approach and potential impacts for each of these sections is included below. No long-term impacts related to the project are anticipated.
  - Air Quality and Climate Change. The project involves removal of 27,300 cubic yards of sediment from the beach front shoreline and adds 25,000 cubic yards of sand. The excavated soil material would be used in other areas of the project and excess soil would be stockpiled in the Coyote Point Recreation Area (not hauled off site). The 25,000 cubic yards of sand would be imported to the site from an offshore barge and pumped onto the shore from a floating pipeline, or mechanically transferred onto shore, or hauled into the park in trucks. MIG|TRA will provide an analysis of air quality and GHG impacts resulting for truck emissions. The analysis will be based on BAAQMD rules and regulations and would recommend mitigation measures if necessary. This volume of truck traffic needed to haul sand to the site and import/export other construction debris and materials could expose sensitive receptors to health risks associated with diesel truck exhaust. Both the California Air Resources Board and the Bay Area Air Quality Management District (BAAQMD) consider parks and playgrounds to be sensitive air quality receptors. As such, MIG|TRA would prepare a detailed construction air quality assessment (e.g., use of CalEEMod or EMFAC to quantify construction emissions) and construction health risk assessment to assess the potential health risks of the project at sensitive receptor locations. The analysis would use methodologies recommended by or consistent with the most recent guidelines available from the BAAQMD. If sand is delivered to the site in a means other than by truck, the construction air quality assessment and the

construction health risk assessment may not be required by BAAQMD. This modeling task has a budget of \$10,240; if the modeling is not required, this task would not be billed.

- The scope of work will evaluate the magnitude of the project's construction GHG emissions (quantified as part of the air quality assessment) and consider if mitigation measures are necessary to reduce the significance of these emissions. The BAAQMD does not maintain a numeric significance threshold for GHG emissions, but does encourage the use of Best Management Practices that limit construction waste, idling, and other activities that may generate GHG emissions during construction. The analysis will also consider the extent to which the project is consistent with the goals of the San Mateo County Climate Action Plan (because the project involves mostly construction emissions it is assumed the County's Climate Action Plan would be mostly inapplicable to project construction).
- **Biological Resources.** The new parking lot proposed for the Coyote Point headlands will require the removal of eucalyptus trees. MIG|TRA will conduct a reconnaissance-level site visit of the property to assess the potential for the site to support special-status plant and wildlife species (including nesting birds); document tree removal, document the location of eelgrass beds; and make note of any common and special-status plants or wildlife observed during the visit. We will review existing mitigation measures and permit conditions designed to reduce biological impacts and modify these measures or recommend new measures if needed.
- **Recreation.** The project would have a short-term impact upon recreation access by excluding areas under construction from active recreational use. Once construction is complete, the project would benefit recreational uses at Coyote Point. The revised project plans would incorporate the two mitigation measures requiring a new bathroom and expanded parking into the project.
  - Report Preparation –TRA will identify staff responsible for preparation of the IS.
  - References – will provide a reference list identifying sources used in answering each question.
  - Appendices – Appendices could include engineering plans or other materials used to aid in preparation of the IS.

### 3. RESPONSIBILITIES

- a) Civil Engineering Scope Items: BKF's design tasks are limited to civil work outside of the structure(s) and utility connections 5-feet outside of the structure(s) including: site grading, non-structural concrete pavement, concrete sidewalks, concrete curbs and gutters, asphalt pavement, storm drainage, wastewater, and domestic water/fire water design. BKF will provide horizontal control and striping/signage for the parking areas and building locations if included in the scope. BKF will provide an Erosion & Sedimentation Control plan.
- b) Landscape Architect: The architect will be responsible for the overall site plan and new restroom including accessible routes of travel, details of site accessibility signage, parking counts, site coverage calculations, trash areas/enclosures, fencing and walls. A final site plan will be provided by the Architect prior to our beginning the CD phase. All work within the new restroom other than utilities servicing the building (including any porches or landing area, or ramps) will be the landscape architect's scope of work.
- c) Site Utilities: All electric, gas, communications, and lighting improvements will be designed by others, unless specifically included in the civil scope of work. Certification of the fire protection system from the point of connection at the public water main to the building sprinkler system

must be provided by a properly-licensed fire protection engineer or contractor. BKF's limit of utility design ends five feet outside the building envelope.

- d) Site Landscape/Irrigation: The landscape architect will provide landscape, irrigation design, and layout and details of walks, trails, entry monuments, walls, and/or fences. The architect and landscape architect will lead the design development efforts for the design, grading, and detailing of interior courtyards, plaza areas, hardscape and landscape areas.
- e) Structural Details: Structural calculations, design, and details for such items as reinforced concrete slabs, foundations, pads, ramps, stairs, site walls, and/or retaining walls will be provided by Moffat & Nichol.
- f) Mechanical, Electrical and Plumbing (MEP): All site power, communications, and low voltage improvements will be coordinated, designed, and documented by Electrical MTH.
- g) Joint Trench Design: Services to the buildings, main extensions, and/or relocation of existing 'dry' utilities (gas, electric, communication, fiber, etc.) will be led by the electrical designers unless otherwise contracted. BKF will support their efforts and coordinate with the site design. Dry utilities designed by the joint trench consultant will be shown for coordination purposes only on the civil plans.
- h) Mapping: We have not included time to prepare additional items not contained in the mapping scope of work. Additional mapping services such as subdivision maps, private easement documents, quit claims, ALTA's, right of way dedications, etc. not specifically listed in this proposal are not included.
- i) Pump Stations: Pump station design (electrical, mechanical, plumbing, and site work) is not included in the basic scope of services. We can provide pump station design service as an additional scope item at your request.

#### **4. MEETINGS**

- a) Meetings: Meetings will be held in the Bay Area and will have a maximum duration of three hours (4) hours including travel time.

#### **5. PHASING, DELIVERY AND DELIVERABLES**

- a) Phasing: The project will be constructed in one phase and that construction phasing plan(s), or interim condition plans, will be provided by others unless otherwise indicated in the base scope of work.
- b) Submittals: All submittals to, and the coordination thereof, the consultant team and owner will be processed by others unless otherwise specifically indicated in the base scope of work.
- c) Permits: Unless otherwise specifically delineated in the scope of services, permit processing, applications, fees, and submittals to local, state, and federal agencies and utility purveyors will be provided by others (i.e. a client representative). BKF will submit to the client delineated scope deliverables for client submission to governing agencies.
- d) Drawings: All drawings will be prepared in AutoCAD format. We will submit copies of all drawings in both electronic and paper format.
- e) Building Information Modeling (BIM): We have not included time to convert civil design or existing conditions AutoCAD files into BIM model files.

## 6. CONSTRUCTION SUPPORT SERVICES

- a) QSD Services/Storm Water Pollution and Prevention Plan (SWPPP): A SWPPP, the Notice of Intent, and Notice of Termination will be provided by others unless otherwise delineated in the scope of work. We can provide this service as an additional scope item at your request.
- b) QSP Services: We have not included site monitoring and reporting to conform to the State Water Resources Board requirements. We can provide the required additional services under the direction of one of our Qualified SWPPP Practitioners (QSP) if requested.
- c) Traffic Control Plan and Construction Haul Route Plan: These will be prepared and coordinated by the Contractor. We can provide this service as an additional scope item at your request.
- d) Meetings: We have not included attendance at regularly scheduled construction meetings as part of the scope of services.

## III. SCHEDULE

We understand that the design phase will commence in summer 2015 and is anticipated to be completed by spring of 2016, a Draft Schedule (MS Project) is attached for reference as part of this proposal.

Demolition/construction will begin when funding for the project is gained, which is yet to be determined. However, if construction funding is secured, construction can begin as early as summer 2016 and construction will be completed within two years.

TRA estimates the following timeline for preparation of a new Initial Study.

Task or Deliverable	Weeks to Complete	Total Weeks
Receive Notice to Proceed		
Task 1: Project Description	2 weeks for Admin. Draft Project Description 1 week for County review 1 week to finalize Project Description	4 weeks from start of work
Task 2: Admin. Draft Initial Study	2 weeks after finalizing Project Description 1 week for County Review 1 week to respond to comments	8 weeks from start of work
Task 3: Public Review Period	30 Day Public Review Period	12 weeks from start of work
Task 4: Response to Comment	Admin Draft Response to Comment document 1 week after close of 30-day public review period* 1 week for County review 1 week to finalize Response to Comment document	15 weeks from start of work.
Task 5: Public Hearing	10 days after completion of Response to Comment document	16.5 weeks from start of work

\* Having one master comment document facilitates our efforts to deliver products within the timeframe as listed in this schedule

### **Exhibit B**

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

#### **BASE SCOPE OF WORK:**

BKE Engineers proposes to provide the services on a time and material basis in accordance with budgets established below, and will invoice for our services based on Tasks and services performed.

Subtotal Fee for each consultant for Tasks 1 through Task 6 are shown below. For detailed information regarding Tasks, personnel and hours, refer to attach Fee Proposal spreadsheet for Coyote Point Recreation Area Eastern Promenade Project.

Description	Fee
BKF Civil / Project Management	\$148,893
BKF Surveying	\$16,588
BAGG Geotechnical	\$9,033
MIG /TRA Landscape Design	\$99,756
MIG / TRA CEQA/Permitting	\$30,487
Moffat & Nichol Beach / Revetment	\$129,296
MTH Electrical Design / Street Lighting	\$15,871
Subtotal Fee	\$449,924
Reimbursable Expense Budget	\$7,576
<b>TOTAL DESIGN FEE</b>	<b>\$457,500</b>

Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable Expenses will be billed on a cost plus 10-percent markup basis.