

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND QUESTA ENGINEERING CORPORATION

This Agreement is entered into this 1st day of February, 2016, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Questa Engineering Corporation, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing on-call construction management services.

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
Exhibit C— General Obligation of Contractor
Attachment A— Fee Schedule
Attachment IP – Intellectual Property Rights

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 **Three Hundred Thousand Dollars (\$300,000)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 1, 2016, through January 31, 2019.

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: Rolando Jorquera/Management Fellow
Address: 455 County Center, 4th Floor, Redwood City, CA 94063
Telephone: (650) 599-1378
Facsimile: (650) 599-1721
Email: rjorquera@smcgov.org

In the case of Contractor, to:

Name/Title: Jeff Peters/Principal-in-Charge
Address: 1220 Brickyard Cove Road, Suite 206, Point Richmond, CA 94801
Telephone: (510) 236-6114 ext. 206
Email: Jpeters@questaec.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

Questa Engineering Corporation

Jeffrey H. Peters
Contractor's Signature J H Peters

Date: 12/14/15

(April 1, 2015 CCC issued contract template version)

Exhibit A

1. In consideration of the payments set forth in Exhibit "B", Contractor shall provide on-call construction management services that may include, but are not limited to, the following:

Civil Engineering

Trail Projects

- Pathway and trail planning and engineering design.
- Selection of appropriate surface materials. Identifying optimized dimensions based on right of way restrictions, budget, and multi-usability.
- If accessibility is a factor, the design should consider meeting ADA requirements for longitudinal and cross slopes, width and height clearances, and the use of detectable warning surfaces at vehicular crossings.
- Design appropriate drainage for paths and trails include analyzing and modifying the grading as needed, implementation of catch basins and buried pipe networks to connect to existing storm drain systems, and even the design of pervious systems that allow the storm water to infiltrate into the subgrade.

Street Improvement Projects

Curb Ramp Selections

- Provide accessibility to sidewalks.
- Consider the existing grades, right- of-way limitations, drainage patterns and proximity to drain inlets, sign relocations, stop bars and striping, signal foundations, pull boxes, and pedestrian push button relocations.

Bulb Outs

- Bulb outs should be designed so as to allow for proper truck turning movements, should not block or restrict bicycle travel, and should contain gradual curves that still allow for street sweeping.
- Consider the effect on the ease of use of the driveway and how it affects the motorist's ability to pull in or back out, and the required coordination between the Questa Engineering Corp. Team and County to determine the best solution that provides the needed improvements.

Roadway Crown

- Follow ADA guidelines when pedestrian paths of travel include intersection crossings and the crown should not exceed 5%.
- Roadway cross slope should not exceed +5%, especially if a Type A curb ramp is constructed where the path of travel on the ramp is near -8%.

Crosswalks, Yield Lines, Signage, and High Visibility Enhancements

- Consideration should be given to including crosswalk markings, yield lines, and appropriate signage at key intersections, particularly adjacent to schools to enhance visibility and increase pedestrian safety.
- On a typical roadway improvement project, the stop bar, stop legend, stop sign, and crosswalk marking may require relocation, depending on the pedestrian path of travel alignment between curb ramps.
- Beyond the typical striping and signage, the use of pedestrian awareness equipment, such as in-road-warning-lights, round and/or rectangular rapid flashing beacons, LED enhanced flashing signage, pedestrian countdown signals, street lighting, and even speed radar feedback signs, should be considered to increase the visibility, safety, and awareness of pedestrians. Coordination with PG&E to establish service connections is a key task to power this equipment.
- When able, implement solar powered solutions for various signage and lighting types.

Street Rehabilitation Projects

A detailed scope of work, budget, and schedule incorporating these steps will be prepared by Questa Engineering Corp. for review and approval by County, which may include the following:

- | | | |
|--|---|--|
| 1. Pavement Management Understanding | <ul style="list-style-type: none">• Distress Survey• PCI Ratings• Grant Administration• Establishing Digout Limits• Preparation of PS&E• Providing Budget Analysis | <ul style="list-style-type: none">• Providing Budget Recommendations• Resident Engineer & Inspector Services• Adherence with Local Assistance Procedures• Project Closeout |
| 2. Selection of Roadway Treatments & Material | <ul style="list-style-type: none">• Crack sealing and repair• Base repair patch digouts• Cape, chip, scrub, fog & slurry seals• Microsurfacing• Rubberized chip seals• Hot mix asphalt (HMA) overlay | <ul style="list-style-type: none">• Rubberized HMA (RHMA) overlay• Pavement fabric• Mill and fills• Cold in-place recycling (CIR)• Full depth recycling/rehabilitation (FDR)• Street reconstruction |

- | | | |
|---|--|--|
| 3. Knowledge of Complete Streets Policies | <ul style="list-style-type: none"> • Vehicles • Pedestrians • Accessibility | <ul style="list-style-type: none"> • Bicyclists • Transit |
| 4. Complying with ADA Guidelines | <ul style="list-style-type: none"> • Curb Ramps • Crosswalks • Sidewalks | <ul style="list-style-type: none"> • Driveways • Clear widths • Longitudinal & cross slopes |
| 5. Residents, Businesses & Facilities Considerations | <ul style="list-style-type: none"> • Notifications prior to construction • Providing access during construction • Limited disruption duration | |

Sewer Improvements

- Investigate, evaluate, and design of rehabilitation/replacement for existing sanitary sewer systems.
- Investigate sewer capacity with the assistance of modeling and flow monitoring subconsultants.
- Manage video inspection and smoke testing for condition assessment.
- Conducted evaluation studies to identify and prioritize repair locations and methods, and prepared contract documents for construction.
- Coordinate with regulatory agencies and compliance with cease and desist orders.
- Provide construction support services for designed projects.
- Assist County with construction inspection and construction management as needed.
- Work closely with County to determine the most cost effective and practical method for rehabilitating and/or replacing existing sewers.

Drainage (Strom-Drain) Improvements

- Conduct hydrologic investigation of storm drains systems to evaluate capacity, and condition assessment of existing storm drains using surface examination, internal inspection using video cameras, and confined space entry (by a subconsultant).
- Evaluated the storm drains for rehabilitation and or replacement using cut and cover and trenchless methods.
- Design of repairs for slopes damaged by inadequate storm drainage outlets.

Hydrologic Studies

- Hydrology and hydraulics analyses, including site evaluations and modeling; Flood control analyses, including floodplain studies and channel design, filing of letters of map revision, and FEMA coordination;
- Watershed assessments, erosion and sediment control, and bioengineered channel stabilization;
- Stormwater management and drainage services, including master planning, engineering, and design of urban storm drain systems and pump stations;
- Water quality, including design or review of best management practices (BMPs) for storm water treatment and hydromodification flow control facilities;
- Potable water system master planning, modeling, engineering; and design of supply, storage, collection and distribution systems, including tanks and booster stations;
- Waste water system master planning, engineering, and design of conveyance systems, including lift stations;
- Recycled water systems planning, engineering, and design; including reclamation feasibility studies and customer retrofits;

Construction Management

Construction Management Services include, but not limited to the following: Coordinate all needed activities on the project site including scheduling material testing, coordinating with utility companies, coordinating and discussing submittals and RFI's with the designer, and reaching out to other stakeholders when applicable.

Construction Management

- Conduct field inspections including writing comprehensive reports, tracking extra work activities (especially force account), tracking quantities, scheduling, coordinating material testing, and enforcing compliance with project documents.
- Issue weekly statements of working days, draft correspondence for County project manager's review and signature, and tracking RFI, CCOs, compaction tests and submittal logs.
- Review the baseline and monthly updated schedule and provide comments to County project manager.
- Provide a weekly progress report on projects that include progress on the schedule, existing change orders, potential change orders, cost and any areas of conflict. Daily inspection reports will be written and provided to the Department project manager so he/she is kept aware of all the field progress on the project.
- Coordinate the submittals with all stakeholders including County project manager, designer and other parties. All submittals will be logged in and tracked.
- Inspector will follow up on the processing of the submittals with the appropriate party with emails, phone calls or office meetings if necessary.
- Inspectors will work closely with County project manager to understand the protocol for the staking request.
- The surveying could be the responsibility of the contractor, in which case the contractor will do the scheduling and coordination. In situations where the surveying is the County's responsibility,

our inspector will work closely with the contractor and the surveying firm to coordinate and schedule the work in a timely manner.

- Inspection team members will alert the County project manager and suggest possible solutions so that the project proceeds on time with no or minimal delays.
- Inspectors will meet with the contractor on a daily basis to go over the quantities to ensure there is no discrepancy.
- In situations where the operation is extra work, the inspectors will have the contractor sign an extra work agreement showing the hours of labor equipment and material used.
- Inspectors will draft change orders for the County project manager's approval.
- Inspectors will keep one set of plans to red mark throughout the course of the project. They will work closely with the contractor to ensure the changes are accurately reflected in the redlined set. Upon completion of the project, the redlined set will be delivered to the designer for the final as-built plan issuance.
- Questa Engineering Corp. will prepare the final project report and expenditure report in the case of federally or state funded projects.
- Should the need arise to evaluate Cost Reduction Incentive Proposals (CRIP), Questa Engineering Corp. resident engineers will evaluate and assess the benefit to the Department and will advise the project manager accordingly.
- At the conclusion of each project, the Questa Engineering Corp. team will conduct a debriefing meeting to address all the successes and the failures of the project.

Managing Project Costs

When controlling the project cost it is imperative that a proactive management approach be implemented. This entails thoroughly understanding the project plans, specifications and other pertinent documents. The key elements that the Questa Engineering Corp. team will utilize to control cost on all construction projects include:

- **Timely Constructability and Biddability Review:** If given the opportunity, Questa Engineering Corp. will perform reviews of the design plans in order to identify major conflicts and cost impacts. Questa Engineering Corp. will evaluate the project quantities, payment clauses, staging and work sequencing, traffic control and construction details to ensure clearness and completeness of the contract package.
- **Thorough Permit and Regulatory Review:** Review all pertinent documents including environmental, permits and conditions to ensure full project compliance and any impacts to the construction operations.
- **Comprehensive Schedule Assessment:** Through the project schedule, stay ahead of the contractor in assessing operations before they happen. This will help the team identify issues, obstacles and unforeseen blocks, and take the appropriate measures to avoid delays. An example could be identifying a marked gas line in close proximity to planned excavation.
- **Early Utility Coordination:** Early engagement with all affected or involved utility companies. Utility companies typically have schedules and requirements that may not align with the project schedule. It is important to identify the utilities' requirements, procedures, details, schedules, and costs early in the project to avoid delays and extra costs.
- **Systematic Reviews of Additional Costs:** Reviewing costs of change orders thoroughly and negotiating a fair price with contractors. The Questa Engineering Corp. team typically develops its

own independent estimate prior to receiving the contractor's cost. Questa Engineering Corporation's staff closely monitors all contract and additional work.

- **Prompt Conflict Resolution:** Resolve all conflicts or disputes as early as possible to avoid delays or possible additional costs at the end of the project. The Questa Engineering Corp. team employs a proactive approach to resolving any potential claims at the lowest possible level.
 - **Detailed Cost Accounting:** Keep an updated cost report monthly. The report will also take into account ongoing extra work so that the County recognizes the exposure early on. The Questa Engineering Corp. team will also analyze the remaining work and forecast any budget impacts.
2. When County identifies a project that would benefit from Contractor's services, County will request the Contractor prepare and submit a proposal for such project. The Contractor will then propose a detailed scope of services, a not-to-exceed fee, and a timetable for completing the proposed project. If and when County approves the scope of services, not-to-exceed fee, and timetable (the "Approved Project"), County may issue a task order authorizing the Contractor to begin work on the Approved Project. Contractor agrees to complete the Approved Project for an amount equal to or less than the Approved Project not-to-exceed fee and within the time limits set forth in the Approved Project timetable.

Exhibit B

1. In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor within thirty (30) days upon receipt of a written itemized invoice clearly identifying the contract number, task order, County project number (if applicable), specific work completed, number of hours involved and breakdown of charges. The Approved Project total not-to-exceed amount will be stipulated in each task order. Costs for services deemed necessary by the County for completion of each task order shall be authorized in writing prior to proceeding with the work. Billing rates for services provided under this Agreement shall be based upon the Contractor's most recent fee schedule and by reference made a part of this Agreement as Attachment A. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

2. Reimbursable Travel Expenses

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

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

3. The Contractor shall also be reimbursed for expenses associated with reproduction (drawings, project manuals, reports, etc.); telephone or fax outside 650, 415, 408, 510, 707, and 925 area codes; and special delivery service.
4. The County's total fiscal obligation under this Agreement shall not exceed \$300,000 unless said amount is authorized to be increased by the County Board of Supervisors by written amendment to this agreement. Specific projects that may be assigned to the Contractor shall have individual not-to-exceed amounts as stated in the specific task orders. The sum of individual task order not-to-exceed fees for multiple projects that may be assigned to the Contractor shall not exceed the total \$300,000 not-to-exceed amount for this Agreement without prior written approval by the County Board of Supervisors.

Exhibit C

General Obligation of Contractor

1. **Contractor Personnel**

The Contractor shall provide the County with resumes of the key staff members to be assigned to said project in advance of commencing any professional services. Once the County approves the key staff to be assigned to the project, any substitutions or additions shall be subject to written approval by the County. The County reserves the right to reject any personnel the Contractor proposes for use on the project.

Contractor represents that it is qualified to furnish the services described under this Agreement. Contractor further declares that one or more members or employees of its firm and that of any of its sub-Contractors, if so required by the State, are licensed by the State of California to perform their services and that these services will be performed by them or under their direct supervision. Contractor shall furnish to County for approval, upon execution of this Agreement, a list of all firms or corporations to be employed as sub-Contractors.

Nothing in this Agreement abrogates the professional responsibilities of the Contractor and/or sub-Contractors with respect to design defects, errors, omissions, or malpractice.

2. **Corrections and/or Revisions**

Contractor shall make and provide to the County all necessary corrections and/or revisions to the project design and document when it is determined by the Parks Director or his/her designated representative that such changes are necessary for the project and are due to oversights, omissions or errors of Contractor.

3. **General Obligations of County**

County shall be responsible for providing any available data required by the Contractor as stipulated in any approved Task Order.

County shall examine documents submitted by Contractor and shall render comments and direction pertaining thereto promptly (up to two weeks or otherwise upon written agreement by County and Contractor), as stipulated in approved Task Orders.

4. **Payment Upon Suspension, Abandonment of Project, or Termination of Agreement**

If any Task Order is suspended for more than thirty (30) calendar days, or abandoned in whole or in part, Contractor shall be paid for services performed prior to receipt of thirty (30) days written notice from County of such suspension or abandonment, together with reimbursable expenses then due. In the event that the County abandons any Final Task Order the County may specifically authorize additional work necessary to properly close out the project.

If this Agreement or any Task Order is suspended or terminated due to fault of Contractor, County shall be obligated to compensate Contractor only for that portion of Contractor's services that were satisfactorily performed.

5. **Performance of Services if Contractor is not Diligent in Performing Work**

In the event Contractor is not diligent in pursuing the designated services as specified in each Task Order, the Parks Director or his/her designated representative may, at his/her option, seven (7) days after written notice to Contractor, perform any such required services or retain a different Contractor to do the same, and the cost associated with having said work completed by means other than the Contractor will be retained from any sums due but not yet paid to the Contractor.

6. **Authorization to Proceed**

Contractor shall commence work upon receipt of the Task Order.

7. **Time of Completion of Each Task**

Contractor agrees to perform the professional services for the Task Order within the time limits set forth in the project schedule required by this Agreement. Any change in the scope of services as outlined in the Task Order will require a revised time table.

County agrees to exercise due diligence in performing its tasks to implement the Contractor's time schedule.

8. **County's Review and Approval**

Between each phase of work and at critical progress points there shall be a review and approval period by County and other agencies. County shall reject Contractor's submittal if changes and/or comments transmitted to Contractor by County during previous review were not addressed by Contractor in current submittal.

9. **Changes in Work**

The Parks Director or his/her designated representative may order changes in scope or character of work in writing which are mutually acceptable, either decreasing or increasing the amount of Contractor's services. In the event that such changes are ordered, Contractor shall be entitled to compensation of all work previously directed by County and performed by Contractor prior to receipt of notice of change. Increased compensation for changes must be agreed to in writing by County, in advance of the work.

In the event that changes are ordered pursuant to this Section, the schedule for progress and completion and compensation as provided with respective Task Order shall be adjusted by negotiation between Contractor and County.

10. Interest of Contractor/Contractor Independent of County

In accepting this Agreement, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this services hereunder. Contractor further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed throughout the term of this Agreement. Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the County.

In the performance of the services necessary for compliance with this Agreement, Contractor, and any of its sub-Contractors or employees, shall be, and is at all times considered, an Independent Contractor, and is not an agent or employee of the County. Contractor has, and shall retain, the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting him in the performance of his/her services hereunder to include any and all sub-Contractors employed for the project described herein. Contractor shall be solely responsible for all matters relating to payment of his/her employees, including compliance with social security, withholding, and all other regulations governing such matters, and shall be solely responsible for his/her own acts and those of his/her subordinates and employees.

11. General Provisions

- a. The Contractor acknowledges that time is of the essence for all projects defined in approved Task Order(s) and agrees to complete all work within the time frame as stipulated within said Task Order(s). Time extensions shall only be approved with prior written approval of the County and failure to complete services according to a mutually agreed upon schedule may be grounds for contract termination.
- b. The Contractor upon becoming aware of factors which would result in delays shall be responsible for alerting County to potential delays well in advance in order that possible mitigation measures may be evaluated. Contractor shall detail the nature and reasons for potential delays and shall provide the County with possible mitigation measures for consideration.
- c. On matters pertaining to Task Orders to be performed and the time taken by Contractor to perform such services, the decision of the Parks Director or his/her designated representative will be final after discussions between County and Contractor.
- d. The Contractor warrants that he/she has not employed or retained any company or persons, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **Ownership of Documents**

Consistent with Attachment IP, all tracings, sketches, plans, specifications, estimates, maps, design calculations, quantity calculations, supporting documents, studies, survey notes, and other documents prepared by Contractor or sub-Contractors under the terms of this Agreement shall be delivered to and become the property of the County without restriction or limitation on their use. However, should County re-use or utilize data or drawings not for their intended use then County shall be solely liable and indemnify Contractor against such use. Computer files used by Contractor to produce the final set of plans and specifications shall also be delivered in AutoCAD, Access, Excel and Word electronic form on compact disks or other media acceptable to the County at no additional cost and become the property of the County.

13. **Jobsite Safety and Environmental Protection**

Neither the professional activities of the Contractor nor the presence of the Contractor or his/her employees and sub-Contractors at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety or environmental protection precautions required by any regulatory agencies. The Contractor and his/her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Contractor agrees that the General Contractor is solely responsible for jobsite safety, and environmental protection, and warrants that this intent shall be made evident in the County's Agreement with the General Contractor. The Contractor also agrees that the County, the Contractor and any other County Contractors that may be providing services at the construction site shall be indemnified and shall be made additional insured's under the General Contractor's general liability insurance policy.

Attachment A

Fee Schedule

Effective February 1, 2016 to January 31, 2019

LABOR

| QUESTA STAFF | HOURLY RATE |
|---|--------------------|
| Principals | \$170.00 – 185.00 |
| Senior Professional | \$145.00 – 165.00 |
| Professional | \$130.00 – 145.00 |
| Associate Professional | \$95.00 – 125.00 |
| Technical Staff | \$80.00 – 95.00 |
| CAD Drafting, GIS & Technical Writing | \$80.00 – 95.00 |
| Administrative Staff | \$65.00 – 80.00 |

| ROCKRIDGE GEOTECHNICAL STAFF | HOURLY RATE |
|---|--------------------|
| Principal Engineer/Geologist | \$175-250.00 |
| Associate Engineer/Geologist..... | \$140-170.00 |
| Senior Engineer/Geologist..... | \$135-160.00 |
| Senior Project Engineer/Geologist..... | \$125-150.00 |
| Project Engineer/Geologist | \$120-140.00 |
| Geotechnical Construction Manager | \$110-135.00 |
| Senior Staff Engineer/Geologist | \$105-130.00 |
| Staff Engineer/Geologist..... | \$100-125.00 |
| Field Technician..... | \$100-125.00 |
| Graphics..... | \$95.00 |
| Technical Typing & Editing | \$80.00 |

Our typical subconsultant mark-up rate is 10%.

TRAVEL TIME

Travel time is charged at regular hourly rates.

DIRECT COSTS

All reimbursable, "out-of-pocket" expenses, not included in hourly labor rates, are billed as incurred at cost plus 10 percent. In-house charges, company equipment rental, and field supplies will be charged as used in accordance with the **Schedule of Fees**.

TERMS

A 1.0% per month (12% per annum) late fee will be charged on all overdue balances. Current billings represent charges accrued through the last day of the indicated billing period. Unless marked as a "Final Invoice," subsequent charges may be pending and will be billed in the following month.

Attachment IP

Intellectual Property Rights

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