

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BKF ENGINEERS

This Agreement is entered into this _____ day of _____, 20____, 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 completing Phase 2 of the Midcoast Multimodal Trail (Segment 1) project, to include preparation of NEPA environmental documents, topographic survey, and 100% construction plans, specifications, and estimates (PS&E).

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 I—§ 504 Compliance
Exhibit IP – Intellectual Property

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if 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 \$450,000 (four hundred fifty thousand dollars). 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. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 14, 2017, through April 30, 2018.

5. Termination

This Agreement may be terminated by Contractor or by the Community Development Director or his 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.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

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

(a) Comprehensive General Liability... \$1,000,000

(b) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. 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.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

12. 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

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

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 certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

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 the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, 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.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. 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 in the Section titled "Payments", 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.

14. 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.

15. 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.

16. 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.

17. 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:	Michael Schaller / Senior Planner
Address:	455 County Center, 2 nd Floor, Redwood City, CA 94063
Telephone:	650-363-1849
Email:	mschaller@smcgov.org

In the case of Contractor, to:

Name/Title: Jason Mansfield/Project Manager
Address: 255 Shoreline Drive, #200, Redwood City, CA 94065
Telephone: 650-482-6422
Email: jmansfield@bkf.com

18. Electronic Signature

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. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. 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.

* * *

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

For Contractor: BKF ENGINEERS

Brian Scott
Contractor Signature

1/26/17
Date

BRIAN SCOTT
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

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

Exhibit A

SCOPE OF WORK

PHASE 2: Design + Project Specifications & Estimates (PS&E) + NEPA & Permitting

TASK 1 – PROJECT MANAGEMENT

1.1– Phase 2 Kick-off Meeting: The Project Team will reconvene to review the Preferred Alternative identified in Phase 1 and discuss the Phase 2 project goals and schedule. BKF will bring a preliminary Phase 2 schedule to the meeting. The purpose of this meeting is to confirm the requirements of Phase 2, the role of all participants, product and schedule expectations, and desired outcomes. This meeting will allow the Consultant Team to gather additional, pertinent documents and data, as well as identify any potential future information or data needs. The Project Team will identify opportunities and constraints, scheduling, deliverables, and County expectations to work the Phase 1 Basis of Design.

DELIVERABLES:

1. *Agenda*
2. *Meeting Summary*

1.2 – Project Management: Building on Phase 1, BKF will manage the project to completion within the adopted budget and schedule. The Project Team will document the County's expectations with a review of the Basis of Design and continue coordination to value engineer the Preferred Alternative to meet County goals. Through the prime consultant's quality control procedures, the Project Team will review plans to meet applicable standards and regulations and reduce potential future construction issues. Monthly progress reports will be provided, including accounting of project budget, meeting minutes and invoicing.

DELIVERABLE:

1. *Monthly accounting and progress reports*

TASK 2 – ENVIRONMENTAL ASSESSMENT

2.1 – NEPA Environmental Document:

Exhibit A

a. Preliminary Environmental Study (PES) Form Preparation and Field Review Meeting with Caltrans Local Assistance

PlaceWorks will prepare the PES form which will ultimately be used by Caltrans Local Assistance to determine what level of environmental review pursuant to the National Environmental Policy Act (NEPA) and Caltrans Guidelines will be required for the project. For the purposes of this proposal it is assumed the project will qualify for a Categorical Exclusion (CatEx) supported by various technical studies.

PlaceWorks staff will meet with Caltrans staff to go over the Draft PES form and conduct a site visit with Caltrans staff. The technical studies (HPSR, ASR, Extended Phase I, Water Quality Assessment Report Visual Resource Assessment, and Air Quality memorandum) prepared under Phase 1, will be shown as required in the PES. This scope includes contingency budget in the event that additional technical reports are required by Caltrans as a result of the field review and determinations in the PES.

Upon Caltrans approval of the technical reports and completion of informal/formal consultation, PlaceWorks will complete a CatEx for the project.

b. Contingency

In the event that Caltrans may require additional technical studies including Natural Environment Study, Section 4(f), Land Use and Community Impacts Technical Memorandum, Public Outreach & Outcome/consequences information, or Hydraulic Study, we have included a contingency amount to prepare these studies in this scope of work, which would require authorization by San Mateo County prior to utilizing.

c. Project Management

PlaceWorks will provide internal project management, tracking of detailed subtask progress, team coordination, and quality assurance in the preparation of our work products. Ongoing communication regarding progress on each work product, preliminary findings, and information exchange will also be coordinated by the PlaceWorks project manager.

ASSUMPTIONS:

- Access will be granted to all portions of the project area as needed.
- Changes to the project description and/or project boundaries may require additional budget to update the environmental analysis.

Exhibit A

- It is assumed each submittal will be subject to no more than two rounds of review by the County and Caltrans.
- The County will be responsible for submitting all the documents to Caltrans with signatures and on County letterhead.

DELIVERABLES:

1. *PES Form*
2. *Project Categorical Exclusion*
3. *Other Technical Memos per Contingency*

TASK 3 – TOPOGRAPHIC SURVEY

Topographic Survey: A Caltrans Encroachment Permit application has been submitted and a permit is expected prior to any activity within Caltrans Right-of-Way. The topographic survey will be performed using GPS control and using conventional field survey methods. A 30-foot wide survey would be prepared with cross sections approximately every 50 feet along the preferred trail alignment. Additional important features within the project limits will also be surveyed, as they are identified, including grade breaks and utilities. Brush clearing along the overgrown willow area will be required for access and will be performed by our survey crews or contractor. This clearing work will not occur until the CDP for the project has been approved. Because of the critical information needed in densely vegetated areas, a conventional ground topographic survey would be required whereas an aerial survey would not likely provide as much value to the project. However, the Consultant Team can provide an aerial topographic survey as an optional service to provide more detailed context around the Project. As part of this scope, the Project Team assumes this context can be provided by tracing Google Earth images.

TASK 4 – PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)

4.1 –Geotechnical Foundation Report: The Consultant Team will prepare a Geotechnical Foundation Report for the proposed Pedestrian Overcrossing Structure and also the retaining wall along the highway. Both, the POC and the retaining wall will require to be using Caltrans standard guidelines. Therefore one combined foundation report will be prepared for both the structures. The retaining wall will be approximately 4-5' high, and the total length is expected to be around 1000 feet.

GEOTECHNICAL FOUNDATION REPORT

A geotechnical report will be prepared to serve as additional basis for design.

Exhibit A

a. Research and Data Collection

The Consultant Team will review readily available geologic and soil literature in the vicinity of the site including previous geotechnical studies for the project.

b. Permits/Underground Service Alert (USA) Clearances

The Consultant Team will identify and comply with local permit requirements. The Consultant Team will field locate the borings and call for USA clearance. A drilling permit will be required from the San Mateo County Environmental Health Department. An encroachment permit from Caltrans will also be needed and procured by BKF. The team will also coordinate with Caltrans regarding existing utilities in their right-of-way.

c. Field Exploration

For the POC structure the boring program will consist of 2 borings to 50' depth and for the retaining wall the proposed boring program will consist of 2 borings to 30' depth. The POC is assumed to be a lightly loaded, pre-fabricated structure with anticipated foundation depth of 30-35'. No pavement design is proposed within this scope since the County standards will be used for typical trail design. The drilling will be performed using truck mounted and possibly portable equipment depending upon the site access. It is assumed that the vegetation will be removed by others to provide access to the equipment. The drill cuttings will be dispersed in the field.

The Consultant Team will also classify and log subsurface soil conditions encountered in each test boring at the time of drilling. "Relatively undisturbed" and bulk samples of substrata from test borings will be obtained. The borings will be drilled and capped in accordance with the permit requirements. It is anticipated the borings will be required to be backfilled with cement grout.

d. Laboratory Testing

Perform laboratory tests on representative soil samples such as moisture density, unconfined compression, gradation analyses, corrosion tests and Plasticity Index test, and any other tests as necessary.

e. Soils Analysis/Evaluation

Perform engineering analyses and develop design recommendations for the proposed bridge foundations. Generally, the bridge foundations consist of drilled piers. The retaining wall foundations may be based on Caltrans standard design or special design depending on the subsurface conditions and also the field limitations.

f. Draft Geotechnical Foundation Report:

The consultant will prepare preliminary recommendations for bridge foundation and retaining wall foundation, summary of the exploration, laboratory test results, and boring logs in a Draft Report.

g. Final Geotechnical Design Report

The consultant will prepare a final report, including design recommendations for bridge foundation and the retaining wall. The Report will also include discussions on construction considerations of the proposed foundations, grading operations, laboratory corrosion test summary, and relevant backup data used in the preparation of the report. Using the general plan as a base map, the Consultant Team will provide boring logs. The Consultant Team has assumed that Caltrans format Log of Test Boring sheet will be required for the bridge structure and the retaining wall.

4.2–4.4 – 60% PS&E, 90% PS&E, and Final PS&E: The Project Team will prepare the PS&E package at 60%, 90%, and Final stages of development. At each stage, the Project Team expects to meet with the County and other stakeholders to revisit project goals and tailor the design to meet these goals.

The Project Team assumes the project will be designed to Caltrans and County standards. All design will be prepared in US conventional units. Plan view drawings will be prepared at 1"=20' with construction details at a larger scale as needed. All plan sheets will include Caltrans standard title and revisions blocks, names of personnel responsible for design, review and approval, seal and signatures of engineer in responsible charge of design.

The construction plans will include the following:

- Title Sheet
- Typical Sections (1)
- Layout Sheets (4)
- Plan and Profile Sheets (7)
- Signing and Striping Sheets (4)
- Construction Details (2)
- Erosion Control Plan (4)
- General Plan - Bridge
- Foundation Plan
- Abutment Details
- General Plan – Retaining Wall
- Retaining Wall Details
- Pedestrian Railing Details
- Vehicular Barrier Details
- Structural Specifications
- Landscape Details including bollard lighting and project entry signage (2)

Miscellaneous exhibits will include the following:

- Trail cross sections showing conforms and slopes
- Traffic Control and Detour plans as may be required by Caltrans (including Traffic Handling for bicycles and pedestrians)

Exhibit A

Technical specifications will be prepared and coordinated with County standards. The prime consultant will deliver electronic copies of technical specifications for the County after compiling the County boilerplate "front end" documents and special provisions. In addition, the prime consultant will print all documents as requested by the County through the design duration. During bidding, it is assumed that the prime consultant will not be printing documents for the bidders. Posting of specification booklets and plan sets on the County web site will be by the County.

Should the Preferred trail alignment merit installation of a bridge superstructure – and after review and approval by the Project Team - a structural system for the bridge superstructure, bridge substructure, and approach retaining walls will be selected.

Additional structural tasks include:

- Preliminary structural calculations for all Caltrans BDS design load cases, including preliminary seismic analysis
- Constructability considerations
- Preparation of Type Selection Memorandum and Bridge General Plan
- General Plan based preliminary cost estimate
- Perform structure design calculations
- Develop and draft unchecked details
- Develop unchecked detail quantities
- Prepare Construction Cost Estimate
- Perform Independent in-house check of structure calculations
- Prepare draft Structure Special Provisions
- Perform in-house check of quantities and prepare draft itemized Bid Documents in Excel Format

Submit streamlined Initial PS&E package, including the following items, per Caltrans feedback and their OSFP Information and Procedures Guide, Section 4-4:

- Structure Plans (Hard Copies) (4)
- Design Calculations (1)
- Check Calculations (1)
- Structure Special Provisions (Hard Copies) (2)
- Structure Special Provisions (Electronic - MS Word Document) (1)
- Memo to Specification Engineer/Estimator (3)
- Marginal Cost Estimate & Summary Sheets (2)
- Design & Check Quantity Calculations (2)

As part of this phase of work, BKF will determine the required easement to the elementary school. Coordination with the school will be included in this work and budget will include a plat and legal description for one easement on the school property, if that is the resulting solution. Other tasks resulting from agreements with the school may require additional budget from the contingency amount.

Exhibit A

DELIVERABLES:

1. 60% PS&E
2. 90% PS&E
3. Final (100%) PS&E (Including hard copies and electronic CAD, Word and Excel files)
4. Plat and Legal Description for the easement to the elementary school

TASK 5 – STAFF LEVEL MEETINGS

The Project Team will meet with County staff in supplemental meetings to review milestone drawing submittals, receive feedback and to update drawings accordingly.

5.1 – In-House Design Charrette: The Project Team will meet to advance design for the preferred trail alignment, compatible with project objectives, as part of an in-house charrette. This meeting will review the 30% PS&E that culminated Phase 1 and build on that concept. Team members will provide input on sensitive project constraints and opportunities. The in-house design team charrette process allows for efficient evaluation of options and opportunities while carefully considering constraints. The outcome of this meeting will be a design concept that will be further developed in advanced PS&E deliverables (60%-90%-Final). County staff is invited to participate in this in-house work session.

The Consultant Team will then prepare a 60% PS&E design for the Midcoast Multimodal Trail based on the team work session. The design will address the preferred program criteria where relevant. The following characteristics and features will be included:

- Intersection Treatments
- Crosswalk/Highway Crossing Treatments
- Access Management -Conflict points (driveway accesses)
- Pedestrian/Bicycle/Equestrian Treatments and Walkways
- Trail Connection Opportunities
- Gateway Signage Streetscape Treatment
- Erosion conditions/Bank Edge Treatments
- Landscape Treatments
- Drainage Treatment for segments where water ponds behind trail
- Utility relocation at Coronado Street intersection only

DELIVERABLE:

1. Design principles for advanced (60%-90-100%) PS&E

TASK 6 – PERMITTING

Exhibit A

In this task, the Project Team will coordinate with the regulatory agencies, prepare the necessary permits, and prepare the Permit Engineering Evaluation Report (PEER) for project approval through Caltrans. The 90% PS&E will be the basis for permitting.

6.1 – Caltrans PEER: In order to get the project started, and obtain clearance from Caltrans for surveying and geotechnical explorations, the Consultant Team has prepared an encroachment permit (EP) application and submitted it to Caltrans as part of Phase 1. This will serve as the parent EP for subsequent applications as well as opening the door for direct communications. With a parent EP, Caltrans will be able to assign resources, as needed, to serve the project. A cooperative agreement between the County and Caltrans (if needed) will be handled by County staff.

The Project Team assumes this project will be approved through Caltrans Permits Department using the PEER document for project approval. The Consultant Team will complete the required documentation to satisfy Caltrans approval for the PEER process.

The design of the project is intended to not impact the highway, is intended to meet Class I trail standards, avoids significant impacts, and does not change vehicular capacity/movements or drainage patterns/capacity. Design exception fact sheets are anticipated to not be required, and are not included in this project scope. Other Caltrans specific documents are also not included such as a Traffic Management Plan (TMP) or Storm Water Data Report (SWDR).

DELIVERABLES:

1. Caltrans PEER Document

6.2 - Permitting and Agency Coordination: Subsequent to completion of wetland delineation and biological resource assessment studies, WRA staff will consult with San Mateo County and the regulatory agencies to establish a permitting strategy for the proposed project based on the planned trail design.

Based on our interpretation of the current project description and dependent on final trail alignment, the following permits may be required for the proposed project: Waste Discharge Requirement from the Regional Water Quality Control Board, and a Section 1602 Streambed Alteration Agreement from California Department of Fish and Wildlife. In an effort to reduce costs and time, WRA will use the Joint Aquatic Resource Permit Application (JARPA) for the proposed Project. This process addresses all environmental regulatory permits in one consolidated form and results in less paperwork and less time spent filling out permit applications.

Should the County determine that a Coastal Development Permit is necessary, WRA will compile the necessary information for a complete application. This information includes: topographic survey, application companion page, proof of

Exhibit A

ownership (provided by the County), owner's concurrence (provided by the County), environmental information form, biological impact form, erosion/sediment control plans (prepared by others), permanent storm water control plan (prepared by others), and site plans.

WRA will prepare and submit all necessary draft permit applications for the Project to the County for review and approval. After the County reviews and comments on draft permit applications, WRA will revise and re-submit all necessary permit application materials. WRA will coordinate all aspects of permit procurement and follow up with applicable agencies for each permit application to ensure timely response and processing of applications. During the permitting phase, WRA will maintain documentation of all meetings, phone calls, and other related contacts. Additionally, WRA will provide professional recommendations as the project moves through the permitting process. WRA will coordinate with the County on all aspects of the permit work throughout the process until permits are obtained. Additional meetings and coordination with agency staff, including attendance at inter-agency meetings may be required to address permit issues.

DELIVERABLES:

Draft and Final Permit Applications

Riparian Mitigation Monitoring Plan: WRA will develop a Riparian Mitigation Monitoring Plan for proposed restored habitat to mitigate any unavoidable project impacts to riparian habitat at minimum of a 1:1 ratio. The Plan shall be prepared by a qualified restoration ecologist and will provide the following a summary of riparian impacts and the proposed mitigation, goals of the mitigation to achieve no net loss of habitat functions and values, the location of mitigation site(s) and description of existing site conditions; mitigation design.

Mitigation design will include existing and proposed site hydrology, geomorphology, and geotechnical stability, if applicable; grading plan if appropriate, including bank stabilization or other site stabilization features; soil amendments and other site preparation elements, as appropriate; planting plan and species list; irrigation and maintenance plan; and a restoration schedule. The planting species list will include native overstory and understory species, such as arroyo willow, white alder, American dogwood, Pacific silverweed, and bulrush. The Riparian Mitigation Monitoring Plan will include monitoring guidelines, including specific, objective final and performance criteria, monitoring methods, data analysis, reporting requirements, a monitoring schedule, and a contingency plan for mitigation elements that do not meet performance or final success criteria within 5 years. This plan will include specific triggers for remediation if performance criteria are not being met.

DELIVERABLES:

Draft and Final Riparian Mitigation Monitoring Plan

Exhibit A

TASK 7 – RESPONSE TO FEEDBACK

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

- Comments on all submittals will be a single, consolidated document at one time
- If responses are delayed, the schedule will be adjusted forward accordingly

TASK 8 – QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

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

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

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

ASSUMPTIONS

- The consulting fee estimate includes the meetings described - additional meetings will be billed on a time-and-materials basis. Sub-consultants could also attend additional meetings or hearings for an additional cost based on time and materials.
- Stakeholder engagement and meetings are not expected to be required after approval of the 30% plans and CDP from Project Phase 1.
- Four (4) formal meetings are scheduled, which comprehensively includes Project Team meetings and/or Caltrans meetings.
- County staff will act as a clearinghouse for comments on all administrative draft documents, and will provide the Consultant Team with a single,

Exhibit A

internally reconciled set of comments on each administrative draft of the environmental document for NEPA and/or Design Plan submittal.

- Provided that all County comments are satisfactorily addressed, there will be a single round of review and revision to the Administrative Draft of the environmental document prior to the Screencheck Draft. The Scope of Work includes one (1) Administrative Draft submittal.
- Revisions to Screencheck Drafts of the environmental document will focus on typographical errors, formatting and other minor edits.
- Multiple, significant changes from County Staff regarding project direction will require a contract amendment to allow completion of the additional work.
- This project includes an allowance for printing as shown in reimbursables. This is an allowance only, based on the numbers of products and copies proposed. If this allowance is exceeded, additional printing costs will be billed at cost plus 10%.
- County staff will be responsible for meeting logistics, including schedule coordination, document production, printing notices, mailing costs, room reservations, room set-up and take-down.
- As a fee schedule baseline, it is assumed the design for the trail, including retaining walls and bridge, will substantially conform to the design shown on the 30% plans and in the ISMND. Deviation from this baseline may require revisiting budgets and schedule.
- Utility design and or relocation is restricted to the Coronado Street intersection. The Project Team assumes a trail alignment can be established that avoids utility conflicts elsewhere.
- Potholing work is not included as the established trail alignment and profile will avoid impacting utility structures and underground utilities.
- Construction support services are not included at this time. A subsequent proposal can be provided to include response to contractor RFI's, review of submittals and periodic site visits. A more detailed Resident Engineering Proposal can also be submitted at a later time, if requested.
- It is assumed this will be an encroachment permit-level project, and therefore assume Caltrans will not require a PSR, PR, or supporting design documents to the level of an oversight project.
- We assume no waterways will be impacted, therefore no hydrology or hydraulics reports will be required. Reports can be provided as an additional service, as needed. Minor culverts are intended to convey nuisance and residual concentrated flows. We assume during heavy

Exhibit A

storms it is anticipated that the trail may be inundated.

- Ancillary trail connections to adjacent residential neighborhoods is not included. Two basic trail connections (8' asphalt trail with two 2' decomposed granite shoulders) to the school are included in the design, however, enhanced connections to the school are not included. A curb ramp may be added if it is determined such improvements are necessary/appropriate. Enhanced connection design would include additional layout, special paving treatments, large paved gathering spot, benches, lighting, signage, etc.

Exhibit A

Proposed Phase 2 Milestones		
1.	A. Phase II Kick-off Meeting B. Initiate NEPA process	January 2017
2.	A. Pre-Project Meetings B. In-House Design Charrette (30 -> 60% PS&E)	January – March 2017
3.	Submit permits	March 2017
4.	Submit 90% PS&E for SMC/Caltrans Review	June – August 2017
5.	Revise 90% PS&E to Final PS&E for SMC Staff/Caltrans Review	September 2017
6.	Finalize Permits	December 2017
7.	Submit 100% PS&E	January 2018
8.	Approve PS&E	March 2018

-- COMPLETE PHASE 2 --

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:

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

In no case shall the total amount payable under this Agreement for the work indicated in attached Exhibit A exceed \$450,000 without prior written consent of County in the form of an amendment to this Agreement.



Consulting Fees
MULTI-MODAL TRAIL ALONG HIGHWAY 1 (MIDCOAST) IMPROVEMENTS PROJECT
COUNTY OF SAN MATEO
 January 19, 2017

Task	BKF Engineers		Parikh		Fehr & Peers		Placeworks		WRA		TOA		Cornerstone	
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
PHASE 2														
1 Project Management	92	\$16,700					34	\$7,040					21	\$3,757
1.1 Kick-off Meeting														
1.2 Project Management														
2 Environmental Assessment	3	\$500					72	\$12,386						
2.1 NEPA														
3 Topographic Survey	216	\$47,600					3	\$550						
4 PS&E	441	\$62,300	262	\$33,138			312	\$46,453					274	\$66,396
4.1 Geotechnical Report														
4.2 60% PS&E														
4.3 90% PS&E														
4.4 Final PS&E														
5 Staff Level Meetings	24	\$4,100					6	\$979					10	\$1,815
5.1 In-House Design Charrette														
6 Permitting	85	\$14,900					12	\$2,420	243	\$32,705			19	\$2,954
6.1 Caltrans PEER														
6.2 Environmental Permitting														
7 Response to Feedback	52	\$8,600					20	\$4,004					6	\$979
7.1 Design and Construction Plans														
8 QA/QC	43	\$8,400					48	\$9,064					60	\$7,898
8.1 Internal QA/QC														
Total Hours and Fee:	956	\$163,100	262	\$33,138	0	\$0	507	\$82,896	243	\$32,705	0	\$0	390	\$83,798
Subconsultant (Parikh)														
Subconsultant (Fehr & Peers)														
Subconsultant (Placeworks)														
Subconsultant (WRA)														
Subconsultant (Cornerstone Structural)														
Contingency		\$11,000												
Reimbursable Budgets		\$4,893												
Overall Total Not To Exceed:		\$450,000												

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

Phase 2 Budget Summary:
 Phase 2 Fee Subtotal: \$406,637
 Reimbursable Expenses: \$43,363

Exhibit I

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

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable U.S. Department of Health and Human Services (DHHS) regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The
Contractor(s):
(Check a or
b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Linda Schmid
Name of 504 Person - Type or Print

B&F Engineers
Name of Contractor(s) - Type or Print

255 Shoreline Dr - #200
Street Address or P.O. Box

Redwood City, CA 94065
City, State, Zip Code

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

J. O'Connell, CFO
Signature

CFD

Title of Authorized Official

5/15/15

Date

*Exception: DHHS regulations
state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Exhibit IP

Attachment IP Intellectual Property Rights

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

6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.