

Agreement No. 84700-18-R075497B

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND FUGRO USA LAND, INC.

This Agreement is entered into this 17th day of October, 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Fugro USA Land, Inc., 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 on-call geotechnical engineering consulting services.

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

Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment I—§ 504 Compliance
Attachment IP – Intellectual Property

1. 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.

2. 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 SIX HUNDRED THOUSAND DOLLARS (\$600,000). 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. Contractor is not entitled to payment for work not performed as required by this agreement.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 17, 2017, through October 16, 2020.

4. Termination

This Agreement may be terminated by Contractor or by the Director of the Project Development Unit 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.

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.

5. 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.

6. Relationship of Parties

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

7. Hold Harmless

a. General Hold Harmless

Contractor shall, to the proportionate extent of the Contractor's negligence, recklessness or willful misconduct defend, 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.

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.

8. 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.

9. 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. In the event of cancellation due to non-payment of premium 10 days' notice must be given. Sub-consultants must also comply with all requirements of this RFP.

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:

i. Comprehensive General Liability...	\$2,000,000
ii. Motor Vehicle Liability Insurance...	\$1,000,000
iii. Professional Liability.....	\$1,000,000

County and its officers, agents, employees, and servants shall be named in accordance with then current versions of ISO endorsements as additional insured on any such policies of insurance (except for Professional Liability), 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 limits of liability specified above 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 pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of 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.

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Notices

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

In the case of County, to:

Name/Title: Sam Lin, Senior Project Manager
Address: 1402 Maple Street Redwood City, CA 94063
Telephone: (650)363-4715
Email: slin@smcgov.org

In the case of Contractor, to:

Name/Title: Andrew Herlache, Vice President
Address: 1777 Botelho Drive, Ste. 262 Walnut Creek, CA 94596
Telephone: (925) 949-7124
Email: aherlache@fugro.com

17. 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.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:



Signature

11/15/17

Date

W. Andrew Herlache, PE, GE

Print Name

Vice President

Title

For County of San Mateo:



Department Head Signature

11-15-17

Date

D. BAZAN

Print Department Head Name

Exhibit A

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

Firm(s) shall provide professional geotechnical engineering services as needed throughout the life of the project(s) they are selected to perform duties on and potentially provide any or all of the following services: geohazards investigation, geotechnical/seismic investigation, soils testing (e.g. corrosivity, acidity, compression, percolation, boron), recommendation for foundation design, site preparation and other design requirements relevant to the site conditions, geotechnical construction observation and testing during construction and/or renovation for various facility sites. Such services may also include: reviewing background information, conducting field exploration studies, laboratory testing and analysis, coordination with design teams including the Architects and Structural Engineers, and attendance of various project meetings. All work performed shall comply with the approved construction documents, applicable codes and regulations.

The initial scope of work for each project will be established prior to the issuing of a task order. Dependent upon the Project's needs, firms may be requested to perform various geotechnical related tasks at different phases of design and construction. These services include but are not limited to:

1. Supervision of all work by a registered Geotechnical Engineer ("GE") and/or a Certified Engineering Geologist ("CEG"), as required.
2. Provide all the required "tools of the trade" to perform the requested services contained in the task order(s). Firms shall provide all necessary equipment and other devices as needed to assure all work is done in a timely and professional manner to deliver the required deliverables.
3. Perform geotechnical investigations and create an initial, followed by a final project Geotechnical Report, as needed for submission to the relevant reviewing agency/agencies having jurisdiction and adequately provide the technical data needs of the Architectural/Structural design team to support the development of Construction Drawings and Specifications.
 - a. Perform geotechnical feasibility assessment that shall include but not be limited to a desk study (review of existing geotechnical data, public documentation, geologic maps, aerial photographs, historic groundwater level, FEMA flood maps, etc.), preliminary geotechnical exploration and report preparation (summary of findings with preliminary assessment of site conditions and initial recommendation to support building design). Limited exploration shall be performed using Cone Penetration Test (CPT) equipment to identify site hazards, such as liquefaction and soft soil settlement potentials, and provide preliminary soil information for project planning and budgeting purposes.
 - b. Perform design level geotechnical report based on the findings from the feasibility assessment that shall include but not be limited to soil borings (locations, type and depth), detailed geotechnical exploration (drilling, laboratory testing of select soil samples for moisture-density, Atterberg Limits, gradation, strength, corrosivity, consolidation tests, and R-value, etc.), detailed report on the site conditions, constraints, mitigation measures (if applicable), load-induced ground settlement, foundation design recommendation, etc.
4. Soils testing and analysis for corrosivity, acidity, compression, percolation, boron, and hazardous minerals.
5. Review existing soils reports from nearby projects.
6. Provide direction for any special surface and/or subgrade soil treatments required.
7. Provide direction for any special issues associated with utility relocations.
8. Identify groundwater levels and bedrock elevations.
9. Determine allowable soil bearing pressure and lateral resistance.

10. Determine areas of undocumented fill versus undisturbed native soils.
11. Define the parameters for controlled fill, backfill, subgrade preparations, over-excavation and re-compact, scarifications and re-compact, proof-rolling, dewatering, compaction, utility trenches, etc.
12. Review and make recommendations for asphalt paving sections, concrete paving sections, concrete SOG section, concrete flatwork, concrete swales, curb and gutter. Specify minimum parameters for rebar, mesh, dowelling, joint spacing, aggregate sub-base, concrete psi, cement type, admixtures, footings, etc.
13. Provide required geological, seismic, and geotechnical testing and, apply experience and expertise respecting all of the foregoing to address surface drainage, foundation drainage, waterproofing of retaining walls and planters, waterstops, etc.
14. Address soil corrosion, soil soluble chlorides, and soil soluble sulfides.
15. Address and specifically analyze the predicted horizontal and vertical movements between structural components as it relates to seismic forces and differential settlement. Determine the maximum allowable settlement for structural design.
16. Preparation of reports, respecting all of the foregoing, that shall include foundation, site preparation and underground steel protection recommendations as appropriate.
17. Provide 3 hardcopies and 1 electronic copy of all reports and testing results to the PDU. A licensed CEG and/or GE shall sign and seal each report as required and shall certify that to the best of the CEG's and/or GE's knowledge, information and belief that all information is true and accurately represents the site conditions.
18. Participate in the constructability review of project documents with the PDU and respective design teams during design and construction phases.
19. At completion of project, deliver all records, project correspondence and final reports to the County.

In addition, each firm shall:

1. Work as a liaison with Regulatory Agencies having jurisdiction as is required in order to provide guidance to the County and others as deemed necessary.
2. Perform/incorporate Regulatory Agency Requirements. Tasks may include regulatory agency required surveillance and submittals.
3. Coordinate and work with the County and its consultants.
4. Attend Meetings and other general project coordination duties: The firm(s) must attend various pre-construction/design meetings to perform necessary coordination, provide project oversight and/or project closeout assistance as necessary, and be available or on-site throughout the duration of the project(s), as required.

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:

The total contract amount shall not exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000).

The Professional Schedule of Fees is attached on the following page:



2017 NORTHERN PACIFIC REGION FEE SCHEDULE

Analysis, Consultation and Report Preparation. Fees for Fugro professional services, including project administration, are based on the time of professional, technical, and other support personnel directly applied to the project. Rates for overtime (other than as described below), weekend work, and emergency response will be quoted upon request. Personnel participating in judicial proceedings, whether it be expert of witness testimony, delivery of depositions, consultation to legal counsel, or preparation for such, will be billed at \$400 per hour. Rates for overtime (other than as described below), weekend work, and emergency response will be quoted on request.

PROFESSIONAL STAFF	HOURLY RATE
Staff Professional	\$130
Senior Staff Professional	\$145
Project Professional	\$165
Senior Project Professional	\$175
Senior Professional	\$190
Associate Professional	\$205
Principal Professional	\$230
Senior Principal Professional	\$280

TECHNICAL AND OFFICE STAFF	HOURLY RATE
Office Assistant	\$70
Technical Assistant / Records Coordinator	\$90
Word Processor / Clerical	\$100
Laboratory Technician	\$105
CADD Operator	\$110
Graphics Illustrator	\$120
HSE Manager	\$175
Engineering Field Technician I – Non-Prevailing Wage, Straight Time	\$100
Engineering Field Technician II – Non-Prevailing Wage, Straight Time	\$110
Engineering Field Technician III – Non-Prevailing Wage, Straight Time	\$130
Engineering Field Technician I – Prevailing Wage, Straight Time	\$130
Engineering Field Technician II – Prevailing Wage, Straight Time	\$135
Engineering Field Technician III – Prevailing Wage, Straight Time	\$140

Overtime Rates for Technical and Office Staff

- a. Saturdays or over 8 hours/day during weekdays 1.3 x straight time
- b. Saturdays over 8 hours or Sunday/holidays 1.5 x straight time
- c. Swing or graveyard shift premium..... 1.3 x straight time



FUGRO USA LAND, INC.

OTHER DIRECT CHARGES

Outside Services	Cost Plus 15%
Automobiles	IRS Standard Mileage Rate
Trucks	\$75/day
IMASW Equipment	\$400/day
Topcon IS Imaging Station / DGPS	\$200/day
Rope Safety Equipment	\$165/day
Toughbook Computers	\$250/day
Workstation Applications	\$50/day
Generator	\$25/day
Trench Supplies	\$5/foot
Plotter Generated Maps	\$5/sheet
Copies (photocopy)	\$0.15/sheet

HARDWARE/SOFTWARE INTERPRETIVE PROGRAMS

SMT/Fledermaus	\$25/hr
GIS/ACAD	\$25/hr
Finite Element/Finite Different Packages	\$25/hr
Seismic Data Processing	\$25/hr

*Outside services include subcontracted services, outside consultants, outside laboratory testing, equipment rentals, outside reproduction and photographic work, travel and subsistence, field supplies, and any other out of pocket expenses directly related to the project.

Effective 1/1/2017

2017 NORTHERN CALIFORNIA FEE SCHEDULE LABORATORY AND MATERIALS TESTING

CLASSIFICATION TESTS

Moisture Content (ASTM D2216)	\$ 21
Moisture and Density (ASTM D2937)	\$ 32
Add for shelly tube with above tests.....	\$ 21
Reaction with HCl (ASTM D2488)	\$ 11
Irregular Shape Density (USACE)	\$ 58
Plastic and Liquid Limits, wet prep, 3 point LL (ASTM D4318)	\$ 160
Specific Gravity (ASTM D854)	\$ 84
Organic Content (ASTM D2974)	\$ 79
Sand Equivalent (ASTM D2419)	\$ 100
Sieve Analysis, up to 8 sieves (ASTM D422)	\$ 111
Add for each additional sieve in stack	\$ 11
Add for coarse fraction (>#4 sieve)	\$ 63
Percent Passing #200 Sieve (ASTM D1140)	\$ 74
Hydrometer and Sieve (ASTM D422)	\$ 170

Processing Clay Shales (USACE)	\$ 79
Tests listed above include classification (ASTM D2488 or D2487)	

VOLUME CHANGE TESTS

Incremental Consolidation (ASTM D2435)	
Up to 8 load increments.....	\$ 289
Additional load increment	\$ 32
Constant Rate of Strain Consolidation	
To 16 ksf max (ASTM D4186)	\$ 447
With intermediate rebound and reload	\$ 525
Expansion Index (ASTM D4829/UBC 29-1)	\$ 247
Swell and Collapse Tests	
Wet after load, 4 point (ASTM D4546-A)	\$ 630
Wet after load, 1 point (ASTM D4546-B)	\$ 168
Load after wet, 1 point (ASTM D4546-C)	\$ 210

**STATIC STRENGTH TESTS**

Hand Penetrometer	\$ 16
Torvane	\$ 27
Miniature Vane (ASTM D4648)	\$ 53
Miniature Vane with Residual	\$ 58
Unconfined Compression	
Soil (ASTM D2166)	\$ 105
Rock, excludes strain (ASTM D7012-C)	\$ 137
Rock, with axial strain (ASTM D7012-D)	\$ 210
Add for radial strain	\$ 132
Triaxial Compression	
Unconsolidated Undrained (ASTM D2850)	\$ 147
Add for back pressure saturation	\$ 90
*Consolidated Undrained with pore pressure measurements, per point (ASTM D4767)	\$ 462
*Consolidated Drained, per point (USACE)	\$ 683
Direct Shear, 3 points, (ASTM D3080)	\$ 457
Add for residual strength, per point	\$ 53
Point Load Index (ASTM D5731)	\$ 63
*Multiply single point rate by 2 for up to 3 stages of consolidated, drained or undrained staged triaxial tests	

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, 2-3" Dia. (ASTM D2434)	\$ 305
Constant Head, 6" Dia. Includes remolding (ASTM D2434)	\$ 394
Flexible Wall (ASTM D5084)	\$ 305
Add for additional effective stress	\$ 105

CLAY PROPERTIES & CHEMISTRY TESTS

Double Hydrometer (ASTM D4221)	\$ 305
Pinhole Dispersion (ASTM D4647)	\$ 284
Crumb Test (ASTM 6572)	\$ 48
X-Ray Diffraction	\$ 315
Soil Chemistry for Corrosion	
(pH, chloride, sulfate, resistivity)	\$ 263
pH (soil or water)	\$ 32

EARTHWORK TESTS

Standard Proctor, 4 points (ASTM D698)	
4-inch mold	\$ 210
6-inch mold	\$ 252
Modified Proctor, 4 points (ASTM D1557)	
4-inch mold	\$ 250
6-inch mold	\$ 290
California Impact Compaction (Cal 216)	\$ 275
Moisture - Density Check Point	
4-inch mold	\$ 80
6-inch mold	\$ 105
add for rock correction for above	\$ 95
Cement/ Lime Treatment	
Moisture/Density Relation (ASTM D558)	\$ 289
Wet & Dry Cycles, 2 spec., (ASTM D559)	\$ 525
Strength, w/ molding, (ASTM D1633)	\$ 95
Est. pH for Stabilization, (ASTM D6276)	\$ 158
Index Density and Unit Weight (ASTM D4253)	
Maximum	\$ 331
Minimum	\$ 142

R-Value (ASTM D2844/Cal 301)	\$ 326
Treated Soil	\$ 342
Aggregate Base	\$ 355
Base with Admixture	\$ 368
CBR, per point (ASTM D1883)	\$ 357
Proctor Compaction with above CBR	\$ 221
Surcharge for Admixture	\$ 53
Sample Preparation for Soil with PI>20	\$ 58

AGGREGATE TESTS

Sieve Analysis (ASTM C136/Cal202)	
Coarse Aggregate	\$ 63
Add for samples > 5000g	\$ 32
Fine Aggregate	\$ 116
Sand Equivalent (ASTM D2419/Cal 217)	\$ 100
Cleanliness Value (ASTM C142/Cal 227)	\$ 147
Durability Index (ASTM C3744/Cal 229)	
Coarse Fraction	\$ 147
Fine Fraction	\$ 147
Specific Gravity & Absorption	
Coarse Aggregate (ASTM C127/Cal206)	\$ 120
Fine Aggregate (ASTM C128/Cal 207)	\$ 132
Percent of Crushed Particles, per fraction	
(ASTM D5821/Cal 205)	\$ 105
Flat & Elongated Particles (ASTM D4791)	\$ 189
Uncompacted Void Content of Fine Aggregate (AASHTO T304)	\$ 210
Moisture Content (ASTM C566)	\$ 63
Sulfate Soundness, per fraction	
(ASTM C88/Cal 214)	\$ 132
L.A. Abrasion 500 rev. (ASTM C131/Cal 211)	\$ 226
Percent Passing #200 Sieve (ASTM C117)	\$ 90
Unit Weight and Voids (ASTM C29/Cal 212)	\$ 100
Organic Impurities (ASTM C40)	\$ 53

ASPHALT CONCRETE TESTS

Stabilometer Value (ASTM D1560/Cal 366)	\$ 168
Lab Compacted Unit Weight	
Each briquette (Cal 304/Cal 308)	\$ 116
Surcharge for rubberized AC	\$ 21
Unit Weight of AC Cores (Cal 308)	\$ 69
Theoretical Max. S.G. (Cal 309)	\$ 158
Extraction and Sieve (ASTM D2172/D5444)	\$ 331
Asphalt Content by Ignition (Cal 382)	\$ 158
Calibration Curve for Ignition Test	\$ 315
Slurry Wet Track Abrasion (ASTM D3910)	\$ 74

CONCRETE, MASONRY, AND STEEL TESTS

Concrete Compression	
Each 6x12 or 4x8 Cylinder (ASTM C39)	\$ 32
Add for Elastic Modulus (ASTM C469)	\$ 195
Hold or Additional Test	\$ 32
Light Weight Concrete (CTM 548)	\$ 42
Cylinder Molds with Lids	\$ 9
Compression of Core (ASTM C42)	\$ 95
Shrinkage of Mortar and Concrete 3 Bars (ASTM C157)	\$ 462



FUGRO USA LAND, INC.

Unit Weight of Concrete Cylinders	
Air-Dried.....	\$ 32
Oven-Dried.....	\$ 42
Shotcrete Panel, Lab Coring & Compression	
3 cores (ASTM C42).....	\$ 394
Grout and Mortar Compression (ASTM C39)	
Grout.....	\$ 48
Mortar.....	\$ 37
Composite Prism Compression (ASTM E447)	
8x8.....	Quote
8x12.....	Quote
8x16.....	Quote
CMU Block Compression (ASTM C140).....	Quote
CMU Absorption & Moisture (ASTM C140).....	\$ 100
Concrete Moisture Emission Test Kit, each.....	\$ 63
Rebar - Tensile and Bend (ASTM A-370).....	Quote

MISCELLANEOUS LABORATORY TESTS AND CHARGES

Sample Remold Surcharge.....	\$ 53
Special Processing.....	Hourly Rates
Extrude Tube Sample and Visually Classify.....	\$ 74
Sample Tube Cutting, each cut.....	\$ 27
Sample Preparation - Non-Routine.....	\$ 105
Steel Drum - 55 Gallon with Lid.....	\$ 84
Gas Powered Generator.....	\$ 84
Shelby Tube with Caps.....	\$ 48
Addition of Soil Admixtures and Curing.....	\$ 100
Capping of Strength Test.....	\$ 42
Weight of Roofing Materials (ASTM D2829).....	\$ 53
Density of Sprayed Fireproofing Materials.....	\$ 63
Static Friction Test	
Per Surface Location (ASTM C1028).....	\$ 394
Coring Equip/Bit Charge, per half day.....	\$ 90
Bit Charge - Difficult Materials, per half day.....	\$ 105
Specimen End Prep	
Less than 4" Diameter, per cut.....	\$ 13
4" to 8" Diameter, per cut.....	\$ 19
Special Capping of Specimen.....	\$ 42
Patch or Grout Core Hole.....	\$ 37
Photograph of Sample.....	\$ 42
Additional Copies of Photographs.....	Cost + 15%
Local Site Pick up of Bulk or AC Sample	
within 30-mile radius, per sample.....	\$ 63

NOTES:

- Fugro USA Land, Inc.'s laboratories are accredited or validated by AASHTO (R-18), Caltrans, USACE, DSA/LEA).
- The following are included at NO CHARGE:
 - Visual classification, natural water content and density with all triaxial, direct shear, volume change, and hydraulic conductivity tests.
 - Sample photographs for triaxial, hydraulic conductivity, and PLI tests.
- Rates for other tests and test variations, including mix designs, can be furnished on request.
- Rush assignments are subject to a 25% surcharge. Weekend or Holiday test assignments are subject to a 50% surcharge.
- Testing for contaminated samples (EPA Level C & D) will be

invoiced at 1.5 times listed rates.

- Shipping or other outside costs at cost +15%.
- Reusable thin-walled tube shipping boxes (ASTM D4220) can be provided at no cost (except for shipping charges) for samples shipped to Fugro's laboratory for testing.
- Please contact the laboratory prior to shipping international soils to make proper arrangements and obtain our foreign soil permit.
- A surcharge of \$3 per linear foot of test boring depth will be added to cover the cost of standard engineering field supplies including sample tubes and caps, stakes, etc.

FIELD INSTRUMENTATION/EQUIPMENT

Mini RAE (PID/LEL/CO ₂) Detector.....	\$ 160/day
Dynamic or Stainless Steel Penetrometer.....	\$ 55/day
Brass or Stainless Steel Sample Sleeves.....	\$ 10/each
Use of 10 Modified Cal. Sleeves.....	\$ 35/box
Keyed-Alike Locks.....	\$ 30/each
55-gallon Drum.....	\$ 85/each
Field Filter.....	\$ 30/unit
Stainless Steel Hand-Augur Sampler.....	\$ 55/day
Teflon Tape - 4" roll.....	\$ 80/roll
Liquinox.....	\$ 25/bottle
Tyvek.....	\$ 20/each
Nitrile Gloves.....	\$ 25/box
Respirator Cartridges.....	\$ 15/set
Inclinometer Probe and Readout Device.....	\$ 195/day
Rotary Hammer.....	\$ 45/day
CPN Corp. Hydroprobe.....	\$ 80/day
Double-Ring Infiltrometer.....	\$ 80/day
Downhole Soil Samplers.....	\$ 80/day
(2½-inch California liner, SPT)	
Kernlevel.....	\$ 25/day
24-Channel Seismograph.....	\$ 1600/wk
InstanTel Mini Mate Pro4 Vibration Monitor.....	\$ 160/day
InstanTel Mini Mate Pro 6 Vibration Monitor.....	\$ 210/day
Larsen/Davis LXT Sound Monitor.....	\$ 125/day
Nuclear Gauge.....	\$ 55/day
Manometer.....	\$ 60/day
Asphalt/Concrete Patch.....	Cost + 15%
Baroid Drilling Fluid Test Kit.....	\$ 35/day
Conductivity Probe (in situ).....	\$ 60/day
Fisher TW-6 Metal Detector.....	\$ 55/day
Gas Powered 120v Generator.....	\$ 85/day
Peristaltic Pump.....	\$ 55/day
Positive Displacement Pump.....	\$ 30/day
Temperature-pH-Conductivity Meter.....	\$ 30/day
Pressure Transducer.....	\$ 80/day
Water Level Indicator.....	\$ 25/day
Water Sampling Pump.....	\$ 210/day
(Bladder Pump or Electric Submersible)	
Well Bailer - Standard.....	\$ 30/day
Well Bailer - Disposable.....	\$ 20/each
2-inch Diameter Water Meter.....	\$ 25/day
4-inch Diameter Water Meter.....	\$ 45/day
Well Cap 2".....	\$ 24/each
Digital Camera.....	\$ 30/day
Field Computer.....	\$ 35/day
Subcontracted Specialty Equipment.....	Cost + 15%

ATTACHMENT I

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

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

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

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

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

Name of 504 Person: W. Andrew Herlache

Name of Contractor(s): Fugro USA Land, Inc.

Street Address or P.O. Box: 1777 Botelho Drive, Suite 262

City, State, Zip Code: Walnut Creek, CA 94596

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

Signature:



Title of Authorized Official:

Vice President

Date:

11/15/17

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

Attachment IP

Intellectual Property Rights

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