

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
TRANSYSTEMS**

THIS AGREEMENT, entered into this 20th day of October, 2009, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and TranSystems Corporation, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing engineering services to facilitate the next dredging of the Coyote Point Recreation Area Marina as further described in Exhibit A.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I—§504 Compliance

Attachment IP – Intellectual Property

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. The Contractor shall complete all work specified in Exhibit A for an amount not to exceed One Hundred and Thirty Nine Thousand, Five Hundred and Sixty Nine Dollars, \$139,569.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 20, 2009 through February 28, 2011.

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

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall, upon payment to contractor of its fees and expenses due hereunder, become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

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

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

To the greatest extent permitted by law, Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages to the extent caused by Contractor's failure to comply 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) to the extent caused by the negligent performance of any work required of Contractor or payments made pursuant to this Agreement. This indemnity shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be proportionally liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting

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

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a contractual general liability endorsement extending the Contractor's coverage to include, subject to policy terms and conditions, contractual liability assumed by the 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 the County of any reduction in the limits of liability or of any cancellation of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability	\$1,000,000
(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) Professional Liability	\$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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; payment of Permits/Licenses

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law 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. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *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 of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) Liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail,

postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

**Attn: Sam Herzberg, Senior Planner
San Mateo County Parks Department
455 County Center, 4th Floor
Redwood City, CA 94063**

In the case of Contractor, to:

**Attn: Gregory Mailho, Senior Project Manager
TranSystems
180 Grand Ave., Suite 400
Oakland, CA 94612**

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO


By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

TranSystems Corporation



Contractor's Signature

Date: 10/2/09

Exhibit "A"

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

See Exhibit A for details.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

See Exhibit B for details.

**San Mateo County Department of Parks
Dredging of the Coyote Point Marina**

EXHIBIT A – (Engineering Services Scope of Work)

Proposed Engineering Services

Task 1 Project Management and Q/C:

Contractor shall coordinate with team and County, assisting in setting up and attending staff and public meetings, providing on-time and effective communications throughout the process and reviewing input and output for quality consistency and accuracy.

Task 2 Surveys and Plans:

Contractor shall provide one (1) hydrographic "condition" survey of the County's Area 1, 2 and 3 on attached map of the Coyote Point Marina including the Approach Channel, Entrance Channel, Boat Launch Ramp area and a portion of Dock 29 fairways. Dock 29 berthing areas within dock and berth outline will not be part of this survey.

The survey will be used by the County to determine the areas to be dredged in this dredging episode. The survey will result in electronic files that will be used to calculate the dredge volumes. Contractor shall provide the services of our hydrographic surveyor to provide volume calculations, and will check the calculations to provide assurance that the results are accurate. Contractor shall advise the County of the most appropriate dredging operation types for the work and hauling to Alcatraz. The hydrographic survey will be annotated by the Contractor to show areas between contours in color to assist the County in determining shallow areas requiring dredging.

Deliverables:

By Contractor: Hydrographic condition survey (PDF and up to five hard copies)
Recommendation of most appropriate dredging operations
Volume of material to be removed

By County: Review of hydrographic survey
Determination of areas to be dredged

Task 3 Sampling Plan:

Contractor shall prepare a Sampling and Analysis Plan (SAP) for Area 3 up to a total of 20,000 cubic yards of sediment removal using the quantities determined from the first hydrographic condition survey and the protocol set up by the Dredge Material Management Office (DMMO). The SAP will be submitted to the DMMO, and revised if necessary to obtain DMMO permission for the testing program for the proposed areas to be dredged. Contractor shall attend a DMMO meeting to present the project to the agency staff. Should the County determine that more than 20,000 cubic yards of sediment is to be removed, additional sampling and testing may be required and will be negotiated with the County as additional services.

The following chart outlines Contractor's proposed approach:

TASK	APPROACH AND AREA	DESCRIPTION
SAP Preparation and Implementation	Tier III - Approach Channel, Entrance Channel, and Boat Ramp (up to 20,000 cubic yards maximum)	Preparation and implementation of SAP with chemical and biological analyses using Weston personnel for all aspects of the task except analytical chemistry, including sampling, bioassay testing and DMMO presentation.
Sampling and Analysis Report		Summary, statistical analysis, interpretation and quality assurance assessment of all data. Preparation of comprehensive report and presentation to DMMO.

Deliverables:

By Contractor: Draft SAP (PDF and up to two hard copies to County)
 Final (PDF and up to two hard copies to County)
 Presentation of SAP to the DMMO
 Results of the DMMO meeting

By County: Concurrence of areas to be dredged as noted in the Draft SAP

Task 4 Sampling Report:

Contractor shall obtain field samples in accordance with the approved SAP, and provide the testing as agreed on in the SAP. Contractor shall provide a report summarizing the results obtained and an explanation of those results in relation to the required parameters.

Deliverables:

By Contractor: Sampling report (PDF and up to two hard copies to County)
 Presentation of Sampling Report to DMMO
 Follow-up with DMMO as necessary to obtain DMMO approval of Sampling Report

Task 5 Permit Applications:

Contractor shall provide input to the regulatory agencies listed herein (note the California Coastal Commission will not be involved in this project). These agencies have previously provided permission for dredging in the Coyote Point Marina; the purpose of this episode will be to update them and give them specific data relating to this phase of testing as to materials, locations, quantities and methods. Following is our current estimate of the Dredge Permit Status, and proposed scope of regulatory work for the Coyote Point Marina:

- A. In 2003, a 10-year, multi-episode permit was issued by the Army Corps for a total of 300,000 cubic yards that included the entrance channel and approach channel, in addition to the boat basins.
- B. The permit is valid until August 1, 2013.
- C. Dredging was approved for SF – 11 (Alcatraz) disposal.
- D. So far, it appears that approximately 170,000 cubic yards has been dredged in two (2) episodes.
- E. Contractor shall provide assistance to the County in addressing the required regulatory process based on the following anticipated events for the current Episode Three (3), (as planned by the County in the RFP/Proposal for the work):
 - 1. Contractor shall submit DMMO application (approval needed from the Bay Conservation and Development Commission (BCDC) - permit expired November 30, 2008 - and the Water Board. Authorizations were valid for five years).
 - 2. Contractor shall submit dredge material analysis – Tier III (full testing) level of effort is anticipated and as detailed in Task 2.
 - 3. Contractor shall submit Initial condition, Pre- and post-dredging surveys.
 - 4. Dredge Operation Plan – To be submitted by dredging contractor no earlier than 60 days prior to dredging. Contractor shall assist County in reviewing dredging contractor submittal.
 - 5. County shall contribute to the Regional (SF Bay water quality) Monitoring Program fund as required.
 - 6. Contractor shall submit Longfin Smelt Assessment to DFG, as discussed below in this section.
- F. Optional Task (not included in this Agreement) - Alternatives Analysis:

Coyote Point is on the LTMS list of Small Dredgers, so there should not be a need for this unless dredge depth is excessive – significantly greater than -12 feet. Average yearly dredging thus far is about 28,000 cubic yards. The limit for small dredgers is usually up to 50,000 cubic yards per year.

In the event a Section 404b.1 Alternatives Analysis is required by the Corps of Engineers, Contractor shall notify the County of agency direction, and negotiate the work with the County as Optional additional services as required.

G. Work (fish impact restriction) windows:

Salmonid June 1 – November 30
Pacific Herring March 2 – November 30

H. California Department of Fish and Game:

It has recently come to the attention of Contractor that the California Department of Fish and Game (DFG) will likely require all dredging applicants to address potential impacts to the Longfin Smelt which is now recently listed as a threatened fish species in California. We have discussed the Longfin Smelt impacts on other recent projects with the California Department of Fish and Game and the Bay Conservation and Development Commission (BCDC).

The DFG now requires applicants to prepare an Assessment (determination) of whether or not there will be a "take" of the Longfin Smelt as a result of the respective project implementation. Contractor shall prepare an Assessment of the potential for the project to "take" Longfin smelt as a result of the dredging project. The Assessment will not be a scientific or biological study, but shall be based on Contractor's review of current, available information on the Longfin Smelt. The Assessment needs to be completed prior to the start of construction, and it would be helpful in the County's pursuit of regulatory approvals for the work if the dredging portion of the project is implemented with clam shell (or similar) dredge equipment (as, based on past dredging work at the project site, appears likely for the Coyote Point Marina Dredging project), rather than by suction dredge. Contractor shall submit the Assessment as an attachment to the permit applications for BCDC, San Francisco Regional Water Quality Control Board (SFRWQCB), the DFG as well as the U.S. Army Corps of Engineers (USACE). The federal government has not yet listed the Longfin Smelt (currently a State listed species only).

The BCDC staff has indicated to Contractor that there will be some guidance forthcoming to assist project applicants in the preparation of the Assessments for dredging permits. The potential guidance documents and requirements could cause a change in the proposed scope of our work related to preparing the Longfin Smelt Assessment. Until the new guidelines are available, we cannot address the impacts of such information, and will proceed as noted herein. If the guidelines become available prior to the issuance of permits to the County for this project, Contractor will discuss the necessary approach and potential adjustments in our scope of work with the County.

If the Assessment is successful in showing no significant impact to the Longfin Smelt as a result of the project, approval to proceed should be obtained by the county from the agencies. As a result of Contractor's initial review of the available data, and discussions with DFG staff, Contractor anticipates an Assessment is not likely to show significant impacts for the Coyote Point Marina at this time, and that the project would likely proceed as planned by the County.

Optional Task (not included in this Agreement) – Full Incidental Take Permit:

As noted herein, Contractor believes prudent actions for the County include the preparation of an Assessment, and submit it to the agencies requesting their concurrence to allow the project to proceed. At this time, Contractor does not believe that an ITP will be required, but further coordination with the respective agencies will provide confirmation.

In the event the Assessment prepared by Contractor as included in Task 5 is not successful in showing no "take," and a "take" is determined inevitable, this would require the submittal of a full Incidental Take

Permit (ITP) application to DFG. Preparation and submittal of a full ITP is not part of Contractor's scope of work, and would be negotiated as Optional additional services if the ITP is required by the regulatory agencies.

I. California Environmental Quality Act (CEQA):

Contractor shall prepare a Categorical Exemption Statement for the project. If the material meets the agency requirements, then this would be considered a maintenance project, and under CEQA is a Categorically Exempt project. Contractor shall prepare this statement for the County's use in filing the document.

Deliverables:

By Contractor: Draft permit applications (PDF copies to County)
Final permit applications (PDF and one hard copy original for County execution)
Categorical Exemption Statement (PDF and one hard copy for County execution)
Coordination and follow-up with agencies

By County: File CEQA Categorical Exemption
Permit fee payment to agencies
Transmittal of signed permit applications to the respective agencies.

Task 6: Dredging Plans, Specs, and Calculations:

Contractor shall prepare the plans, specifications and estimates providing information to the bidders on the work to be done and the rules by which the project will be controlled. Contractor shall prepare the plans to show the existing marina improvements, areas to be dredged and existing bottom elevations and proposed bottom elevations.

Contractor shall prepare project Plans and Technical Specifications to conform to County Public Works boilerplate standards to provide construction bid documents to be used by County Public Works for solicitation of public bids for the project. The County will provide document review and comment to Contractor to assure the format and content meets the County standards.

Contractor shall provide calculations of quantities, quantities for bidding and an estimate of probable construction cost at prescribed design level submittal intervals. Contractor shall submit data to the County, and will revise as necessary based on County review.

The plans shall be completed by Contractor and will generally consist of:

- Title page.
- Existing layout.
- Existing hydrographic and topographic surveys, including horizontal and vertical control information.
- Proposed bottom elevations, based on previously approved depths and project permits.
- Cross sections, showing existing and proposed elevations.

Technical Specifications shall be completed by Contractor and will generally include:

- Permits.
- Coordination with the Harbormaster on boat moving requirements and schedule.
- Requirements for protection and clean-up of boats and docks.

- Specific procedures to be followed, if appropriate.
- Specific hours of operation.
- Schedule information.
- Days of non-operation, if appropriate.
- Location and rules for mooring of waterside equipment.
- Basis for payment.

Calculations for the project shall be prepared by the Contractor and will consist only of quantities of material to be dredged. Cost estimates shall be prepared by Contractor at the 30%, 60%, 90% and 100% document stage. Contractor shall make plan and specification submittals at the 60%, 90% and 100% completion levels. Contractor shall provide plans in electronic form (AutoCAD) and specifications in Microsoft Word, as a part of our proposal.

Deliverables:

By Contractor: Preliminary cost estimate at 30% level. Contract plans, technical specifications, and cost estimate at 60%, 90% and 100% level.

By County: Review and provide comments to Contractor of plans, specifications and estimates at all submittals.
Reproduce bid documents and distribute to prospective bidders

Task 7 Bid Assistance:

Contractor shall will work with the County during bidding, answering questions and providing support to County staff during the bid process.

Deliverables:

By Contractor: Attend pre-bid meeting
Assist County in addressing RFI's received during bidding
Assist the County in preparation of project Addenda if necessary.

By County: Receipt and distribution of RFI's
Final preparation and distribution of Addenda if any.
Receive and open bids

Task 8: Construction Administration:

Contractor shall provide the following during construction:

- Attendance at pre-construction conference.
- Attendance at on-site project meetings (4 meetings are included in this scope of work at the County's discretion). Additional meetings will be negotiated with the County as Optional additional services.
- Provide one Pre-Dredge and one Post-Dredge survey and one iteration of volume calculations of dredged material to be removed (after the Pre-Dredge survey), and actually removed (after the Post-Dredge survey).

- Monitor schedule, review field progress, ascertain that proper depths are being obtained based on information provided by the contractor and County.
- Review and assist the County in approving the contractor's progress payments.
- Assist the County in preparation of Contract Change Orders if required.
- Monitor conformance with project plans and specifications.
- Answer RFIs and review contractor submittals.
- Assist the County in preparation of a corrective "punch" list.
- Provide record drawings based on the post-dredge hydrographic survey.

Task 9 Documentation:

At project completion, Contractor shall provide electronic plans and technical specifications to the County.

- The plans will be in AutoCAD format as directed by the County
- The technical specifications will be in Microsoft Word as directed by the County

Contractor shall provide one hard copy of plans and specifications to the County for use as bid documents.

Task 10 Project Close out:

At job completion, Contractor shall assist the County in project closeout, final progress payment review, final reports of dredged volume and post-dredge hydrographic survey to the regulatory agencies as necessary to comply with the regulatory permits.

Coyote Point Marina Dredging

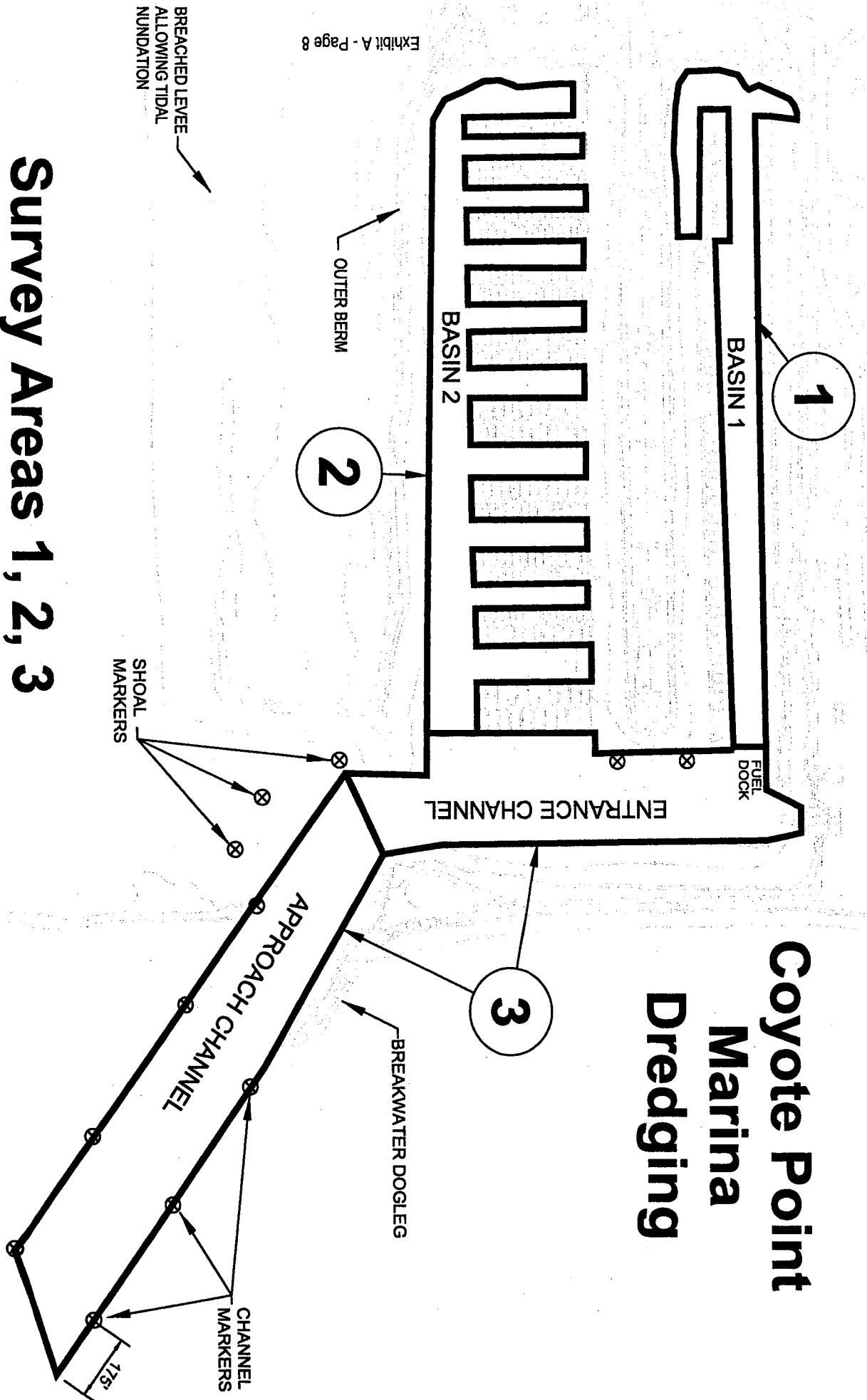


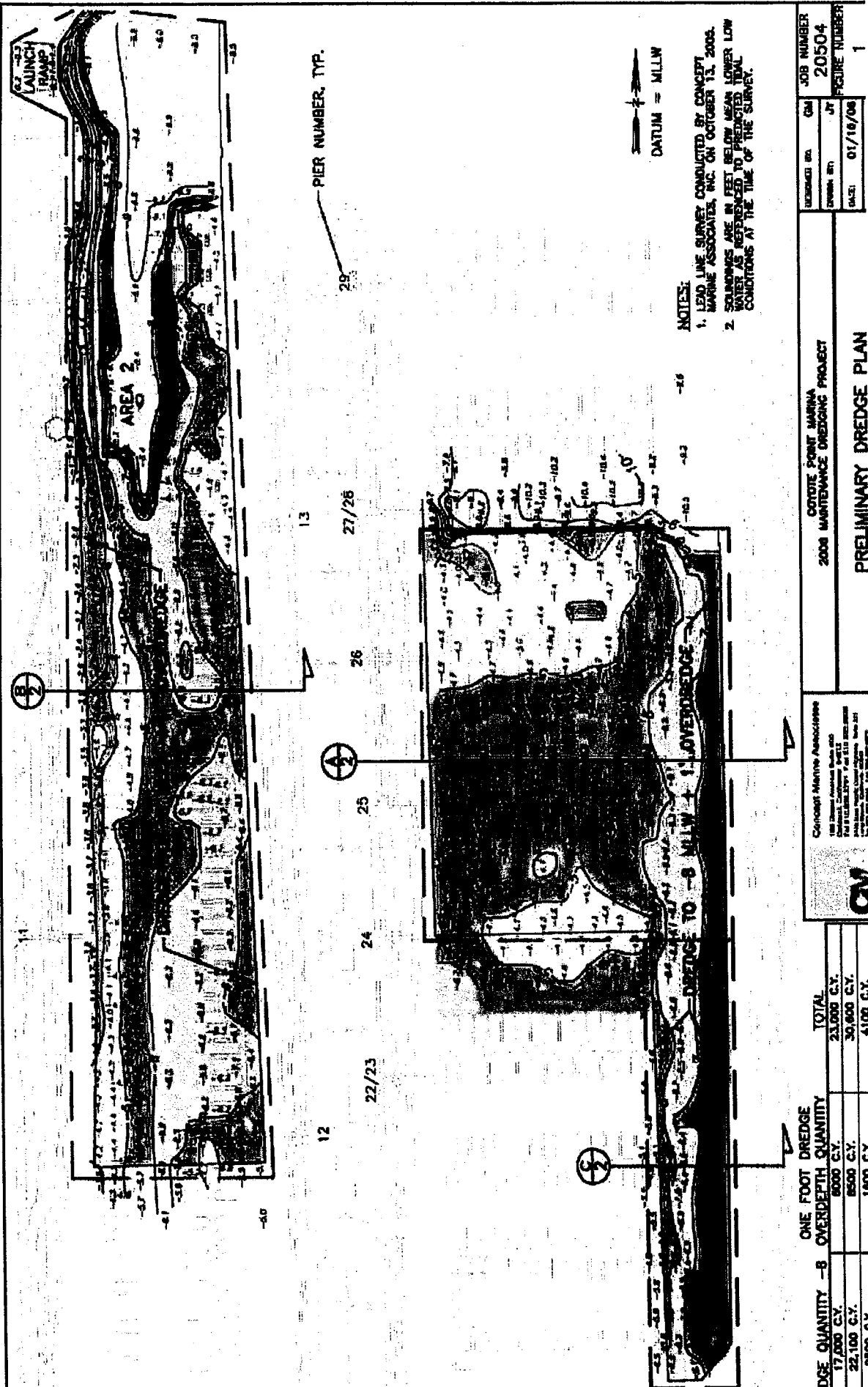
Exhibit A - Page 8

Survey Areas 1, 2, 3

RUBBLE BREAKWATER

SEPTEMBER 14, 2009
TRANSYSTEMS





NOTES:
 1. LEAD LINE SURVEY CONDUCTED BY CONCEPT MARINE ASSOCIATES, INC. ON OCTOBER 13, 2008.
 2. SOUNDINGS ARE IN FEET BELOW MEAN LOWER LOW WATER AS REFERENCED TO PREDICTED TIDAL CONDITIONS AT THE TIME OF THE SURVEY.

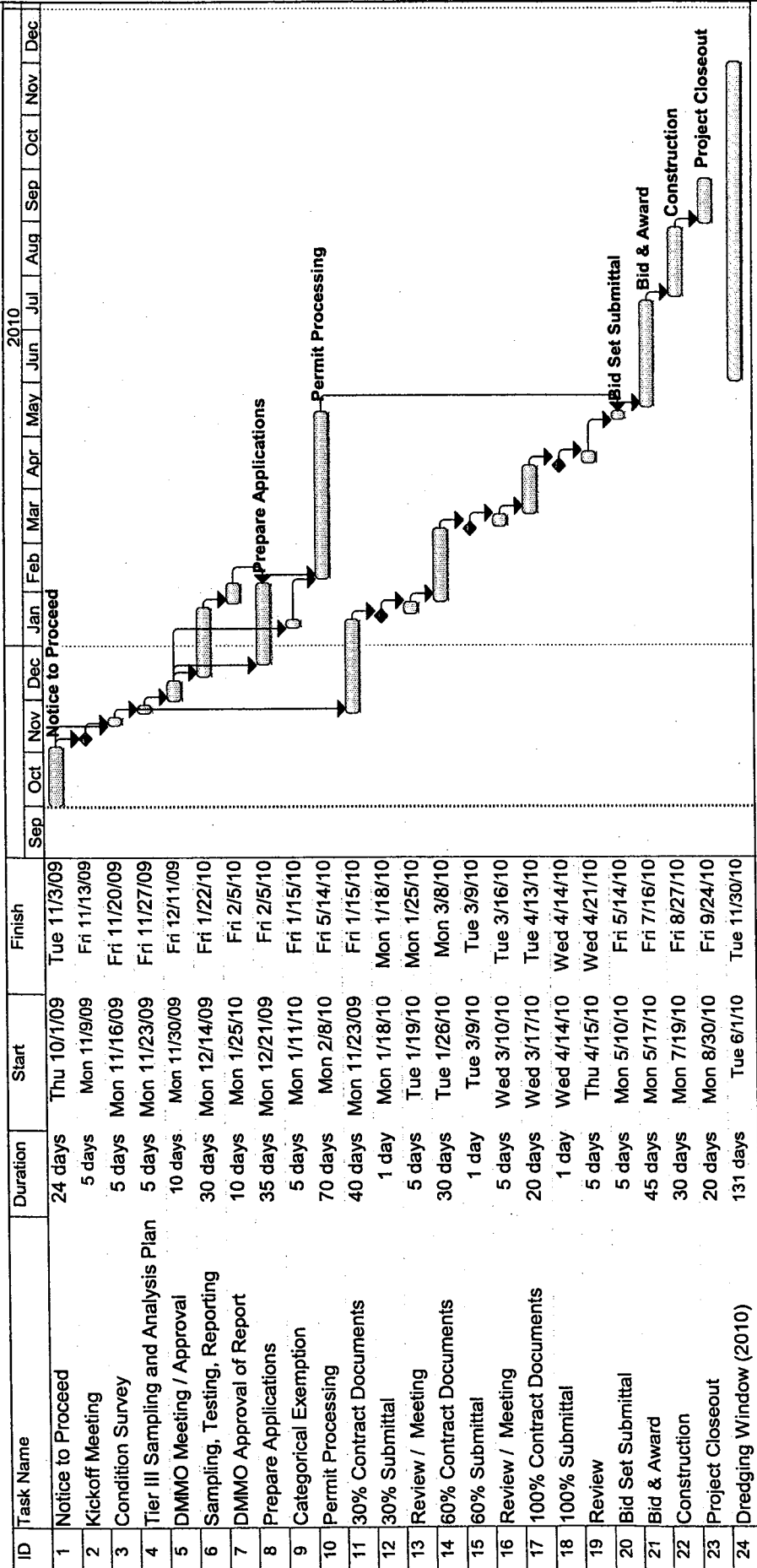
DESIGNED BY	GM	JOB NUMBER
DRAWN BY	JT	20504
DATE	01/19/08	FIGURE NUMBER
		1

CONCEPT MARINE ASSOCIATES
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 Fort Lauderdale, FL 33308
 TEL: (754) 571-7777 FAX: (754) 571-7778
 WWW.CONCEPTMARINE.COM
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COTYLE POINT MARINA
 2008 MAINTENANCE DREDGING PROJECT
 PRELIMINARY DREDGE PLAN

ONE FOOT DREDGE QUANTITY	ONE FOOT DREDGE QUANTITY	TOTAL
17,000 C.Y.	6000 C.Y.	23,000 C.Y.
22,100 C.Y.	8500 C.Y.	30,600 C.Y.
2500 C.Y.	1600 C.Y.	4100 C.Y.

DREDGING OF THE COYOTE POINT MARINA
PRELIMINARY SCHEDULE



Task Split Progress

Milestone Summary Project Summary

External Tasks External MileTask Split

DREDGING OF THE COYOTE POINT MARINA

SEPTEMBER 30, 2009



IranSystems Corporation

Exhibit B - (Cost of Engineering Services)

All costs and expenses of providing deliverables and performing work under Exhibit A are to be borne by Contractor. The Contractor shall complete all work specified in the Scope of Services (Exhibit A) for an amount not to exceed \$139,569. County will make payment within 30 days of receipt of invoices and acceptance of work being billed. The County may add optional tasks not described in Exhibit A not to exceed \$25,000 at it's own option.

Task No.	Task	Duration (Weeks)	Engineering Fees	Sub Consultant Cost
1	Project Management and Q/C	Through Out	\$ 13,942.00	\$ -
2	Condition Survey (Areas 1, 2 & 3)	3	\$ 4,060.00	\$ 5,400.00
3	Sampling Plan Area 3 for dredging volume not more than 20,000 cubic yards)	2	\$ 5,380.00	\$ 25,556.00
4	Sampling Report	4	\$ 1,576.00	\$ 9,039.00
5	Permit Applications (including Longfin Smelt Assessment, but not Incidental Take Permit (ITP) if required by DFG	15	\$ 18,718.00	\$ -
6	Dredging Plans, Specs and Calculations	20	\$ 24,512.00	\$ -
7	Bid Assistance	4	\$ 2,220.00	\$ -
8	Construction Engineering (incl. Pre & Post Dredge Surveys)	6	\$ 17,110.00	\$ 6,500.00
9	Documentation	2	\$ 2,006.00	\$ -
10	Project Close Out	4	\$ 3,550.00	\$ -
	Total		\$ 93,074.00	\$ 46,495.00
	Combined Total			\$ 139,569.00

Notes

- Task 2 includes one Condition Survey and one iteration of volume calculations for Area 3 (Approach Channel, Entrance Channel and Launch Ramp).
- Task 8 includes two surveys, Pre-dredge and Post-dredge surveys and volume calculations for each survey for the "construction" phase.

Exhibit B – (Cost of Engineering Services)

Standard Hourly Billing Rates 2009

Classification	Hourly Billing Rate
1. Principal/Project Directors	\$185-\$350
2. Business Consultants	\$175-\$300
3. Project Managers	\$150-\$250
4. Industry Specialist	\$180-\$220
5. Senior Engineers/Senior Architects	\$190-\$250
6. Survey/Survey Crew	\$220-\$250
7. Engineers/Design Professionals	\$110-\$140
8. Architects/Design Professionals	\$100-\$135
9. Drafters/Project Lead Drafters	\$80-\$140
10. Planners	\$95-\$150
11. GIS Technicians	\$85-\$125
12. Graphic Designers	\$75-\$90
13. Technical Writers	\$75-\$90
14. Technical Support	\$75-\$100

Exceptions and General Information

1. Billing will be a total of \$139,569 at completion of proposed work scope for Task 1 through Task 10, and will be billed monthly as a percentage of the work completed for each task.
2. The Scope of Work does not include payment of fees to Regulatory Agencies, County or City for applications, permits, reports or prints.
3. Changes in the Scope of Work may be deemed "Optional Tasks" or "Extra Services" and will be billed at the hourly rates presented in the above Fee Schedule, or at a negotiated price agreed upon by County and Contractor prior to the performance of the services. Contractor is required to obtain written approval prior to commencing services outside the original scope.
4. The cost of Contractor labor, materials and incidental expenses for all work defined in Exhibit A is included in the fees listed in this Exhibit B.

ATTACHMENT

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 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.

Carin Saunders
Name of 504 Person - Type or Print

TranSystems
Name of Contractor(s) - Type or Print

180 Grand Avenue, Suite 400
Street Address or P.O. Box

Oakland, CA 94612
City, State, Zip Code

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


Signature

Director of Operations
Title of Authorized Official

October 7, 2009
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."

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 Schedule I 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.

7. "Owner shall be able to use or reuse the Project Documents for its intended purposes or to otherwise complete this Project, if necessary, without risk of liability to the Owner. However, any use or reuse by the Owner of the Project Documents for other than their intended use or on any project other than this Project without employing the services of TranSystems shall be at Owners own risk. If Owner uses or reuses the Project Documents on any project other than this Project, it shall remove TranSystems seal from the Project Documents and indemnify and hold harmless TranSystems and its officers, directors, agents and employees from claims arising out of the negligent use or reuse of the Project Documents on such other project. TranSystems shall be responsible and liable for its Project Documents, pursuant to the terms of this Contract, only with respect to the condition of the Project Documents at the time they are provided to the Owner upon completion, suspension, abandonment or termination. TranSystems shall not be responsible or liable for any revisions to the Project Documents made by any party other than TranSystems."
8. The transfer of ownership shall be contingent on TranSystems' receipt of any payments due to Contractor pursuant to this agreement

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	TranSystems Corporation	Phone:	510-835-2761
Contact Person:	Greg Mailho	Fax:	510-835-9839
Address:	180 Grand Avenue, Suite 400 Oakland, CA 94612		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
- offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
- Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
- the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Carin Saunders
Signature

9/25/99
Date

Carin Saunders
Name

Director of Operations
Title

CONTRACT INSURANCE APPROVAL

DATE: September 30, 2009

TO: Faiza Steele FAX: 363-4864 PONY: HRD 163

FROM: Sam Herzberg

PHONE: FAX: PONY:

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: TranSystems

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?

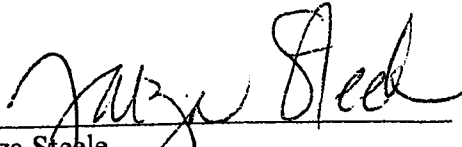
NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: ?

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:
Engineering services to facilitate dredging of the Coyote Point Marina

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ 1 mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ 1 mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$ 1 mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:



Faiza Steele
Risk Management Analyst

9/30/09
Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

10/1/2010

DATE (MM/DD/YYYY)
10/1/2009

PRODUCER Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED 4723 TRANSYSTEMS CORPORATION
180 GRAND, STE. 400
OAKLAND CA 94612

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: ZURICH AMERICAN INSURANCE COMPANY
INSURER B: AMERICAN GUARANTEE & LIAB. (ZURICH)
INSURER C:
INSURER D:
INSURER E:

COVERAGES TRASY01 PM

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SEVERABILITY <input checked="" type="checkbox"/> CLAUSE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLO3707153	10/1/2009	10/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP3707150	10/1/2009	10/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN AUTO ONLY: EA ACC \$ XXXXXXXX AGG \$ XXXXXXXX
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM RETENTION \$	AUC 9376483	10/1/2009	10/1/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WC3707150	10/1/2009	10/1/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: COYOTE POINT MARINA DREDGING P501090058. COUNTY AND ITS OFFICERS, AGENTS, EMPLOYEES AND SERVANTS ARE ADDITIONAL INSURED AS RESPECTS TO GENERAL, AUTO AND EXCESS LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

10669825
SAN MATEO COUNTY
PARKS DEPARTMENT
COUNTY CENTER, 4TH FLOOR
REDWOOD CITY CA 94063

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

10/1/2009

DATE (MM/DD/YYYY)
9/23/2009

PRODUCER Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

INSURED 7979 TRANSYSTEMS CORPORATION
180 GRAND, STE. 400
OAKLAND CA 94612

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

COVERAGES TRASY01 PM

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM RETENTION \$ _____	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX _____ \$ XXXXXXXX _____ \$ XXXXXXXX _____ \$ XXXXXXXX
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	NOT APPLICABLE			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A		OTHER PROFESSIONAL LIABILITY	EOC 9139550	10/1/2008	10/1/2009	\$1,000,000 EACH CLAIM & IN ANNUAL AGGREGATE FOR ALL PROJECTS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: COYOTE POINT MARINA DREDGING P501090058

CERTIFICATE HOLDER

10669826
SAN MATEO COUNTY
PARKS DEPARTMENT
455 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY CA 94063

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

