

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
BLUE WATER DESIGN GROUP**

THIS AGREEMENT, entered into this 14 day of September , 2010, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Blue Water Design Group, 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 preparing Design Plans and Specifications, and prepare permit applications for replacement of Dock 29 at the Coyote Point Marina.

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. In no event shall the County's total fiscal obligation under this Agreement exceed One Hundred and Nine Thousand, Nine Hundred and Twenty Nine Dollars, \$109,929.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 14, 2010 through October 31, 2011.

This Agreement may be terminated by Contractor, the Director of the San Mateo County Parks Department 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 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 outside 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

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 resulting from 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) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth 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 specific contractual liability endorsement extending the Contractor's coverage to include the 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 pending change in the limits of liability or of any cancellation or modification 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:

Sam Herzberg, Senior Planner
San Mateo County Parks Department
455 County Center, 4th Floor
Redwood City, CA 94063
Phone: 650/363-1823 Fax: 650/599-1721

In the case of Contractor, to:

Tim Bazley, Supervisory Engineer
BlueWater Design Group
2500 Via Cabrillo Marina, Suite 200
San Pedro, CA 90731
Phone: 310.548.3132 Fax: 310.548.1924

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

BlueWater Design Group



Contractor's Signature

Date: 8-19-10

Long Form Agreement/Non Business Associate v 8/19/08

Exhibit "A"

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

Exhibit "B"

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



EXHIBIT A – SERVICES AND DELIVERABLES
COYOTE POINT MARINA DOCK 29

BLUEWater Design Group (BDG) shall complete the services and deliverables described in the tasks listed below.

1. *Develop Environmental Design Criteria and review dock alternatives with County Park staff and CA Department of Boating and Waterways (DBAW) staff.* BDG will meet the County Park staff and DBAW staff as required to develop appropriate alternatives and to reach consensus on a preferred alternative.

BLUEWater Design Group will prepare and analyze at least three alternatives, which will fit within the County's indicated budget of \$1.3 million, including a preferred alternative as described in the following sub-tasks. All alternatives will take into consideration the environmental conditions as described in sub-task 1.1 and the design guidelines as set by DBAW "Layout and Design Guidelines for Marina Berthing Facilities (July 2005).

- 1.1. *Environmental Design Criteria:* Use existing data from ACOE, available wind rose diagrams, and NOAA to help define the environmental wave climate for the site.
- 1.2. *Three Conceptual Alternatives:* Review existing conditions and prepare three conceptual alternatives for comparison of slip configurations, construction materials, amenities, layout, and estimates of construction costs for principal features. In addition, we will include estimated service life, estimates of periodic and routine maintenance requirements. Consideration of layouts to incorporate existing guide piles, or installation of new guide piles will also be included. Alternatives will be reviewed with County and DBAW staff to gain consensus for a preferred alternative.
- 1.3. *Shore side Improvements:* Review and prepare a conceptual alternative for shore side improvements (i.e. access pier, dock gate and gangway) compatible with each of the dock configuration alternatives. Access pier and dock gangway will include conceptual designs for utility routing, signage, gate and lighting designs. We will work with County authorities to identify and define the improvements required for ADA compliance. The ADA elements will be defined and included in the project designs and construction cost estimates. The entire marina facility will be considered while determining ADA improvements to ensure the most beneficial access improvements are considered. A single 80' gangway (per DBAW and Fed ADAAG Regulations) would be the exception for the 1:12 maximum slope criteria required by California Building Code if acceptable by the County authority. We will work with the County authorities to confirm the applicable codes and standards for conformance. This scope of work does not include design work for any landside improvements other than minor parking lot and path of travel improvements in the immediate vicinity of Dock 29. Improvements or modifications to existing buildings or design of new buildings are not a part of this scope.



- 1.4. Utility Services: Confirm existing utility services; electric service, water, sewer, fire and communications. Develop criteria for services to be installed and determine service loads for these utilities and confirm suitability of the existing service supplies to meet the projected demands. The objective is to upgrade dock services to the extent feasible with existing supply.
 - 1.5. Physical load testing of existing pilings to determine lateral load capacity for consideration of incorporating existing guide piles with a new dock system.
 - 1.6. Deliverables: BDG shall provide three hard copies, a camera ready copy, and two compact discs with electronic files of an Alternatives Report with applicable photos, graphics, and cost estimates that can be shared with the public via a PowerPoint presentation that County Park staff may prepare. County staff can make a presentation of dock alternatives and a preferred alternative to the Coyote Point Marina boaters and County Park Commission. BDG understands that they will not be required to attend this meeting.
 - 1.7. Preparation of a Dock 29 removal and disposal plan (if existing pilings are being removed for new dock pilings and include in the disposal plan). The County has a Construction and Demolition (C&D) Debris Ordinance that requires recycling on some projects being built or demolished in the unincorporated areas. The disposal plan will be developed in accordance with the County's Construction and Demolition Debris Ordinance. All removal of waste from vessel holding tanks will be done in accordance with Harbors and Navigation Code 654.1.
2. *Prepare 60% Design Plans, Specification and Estimates*

Based on the preferred alternative from Task 1, BDG will prepare four sets of the following documents to County Public Works standards:

- 2.1. 60% Design Plans, calculations, outline specifications, and engineer's preliminary construction cost estimate.
- 2.2. BDG will attend a team meeting to present the proposed project, and receive comments. BDG will review and respond to all comments received.

It is our understanding that the 60% review will be performed by the DBAW, County Park and County Public Works staff.

3. *Prepare 90% Design Plans, Specification and Estimates*

Based on the work efforts from Task 2, BDG will prepare four sets of the following documents to County Public Works standards:



3.1. 90% Design Plans, specifications, and engineer's cost estimate.

3.2. BDG will attend a team meeting to present the proposed project, and receive comments. BDG will respond to all comments received.

It is our understanding that these documents will be reviewed by the DBAW, County Park, County Public Works staff and County Department of Building and Planning. This scope does not include payment of any permit fees. It is understood that the County will be responsible for the payment of any permitting fees.

4. *Prepare 100% Design Plans, Specification and Estimates*

Based on the work efforts from Task 3, BDG will prepare four sets of the following documents to County Public Works standards:

4.1. 100% Design Plans, specifications, calculations and engineer's cost estimate.

4.2. BDG will attend a public meeting at the County Park Recreation Commission (PRC) meeting which is held first Thursday of every other month from 4pm to 6pm to present the project and respond to comments received. Per the attached project schedule we will present to the PRC on June 2, 2011.

It is our understanding that these documents will be reviewed by the DBAW, County Park, County Public Works staff and County Department of Building and Planning. County staff will make a final presentation to the Coyote Point Marina boaters and County Park and Recreation Commission. The necessary graphics and cost estimates shall be provided by BDG.

5. *Final Product Deliverables*

BDG shall provide three sets of hard copies of calculations, full sized Final Design Plans, one half sized set, two copies in Auto-CADD, DWG or DXF format, and PDF format, and three hard copies of Specifications and Engineer's cost estimates and two copies on CD in Microsoft Word format in addition to any copies necessary related to permitting. Two hard copies of the necessary permits will be required as well as an electronic copy in Microsoft Word format. These Final Product Deliverables will be in county format ready for bid using County boilerplate. The Design Plans, Specifications, Engineer's cost estimates, Alternatives Reports, photos, and related materials will become the property of the County.

6. *Other Services*

6.1. Review of dock design by independent structural engineers knowledgeable in similar marine environments to verify suitability and durability of dock under site conditions



and boat sizes. If the County requires this optional task than we recommend to make this submittal with the 60% submittal package.

- 6.2. Prepare a Geotechnical Report if new pier pilings or guide piles are required. Utilize prior Geotechnical Report(s) as applicable and to the extent feasible. The requirements for additional geotechnical investigations and analysis will be determined during Task 1.
- 6.3. If new pier pilings or dock system guide piles are determined necessary BDG will pursue regulatory permits via a completed JARPA form and submit to all necessary regulatory agencies including but not limited to the U.S. Army Corps of Engineers, San Francisco Bay Conservation and Development Commission, CA Regional Water Quality Control Board #2, and CA Department of Fish and Game. The cost of professional services to pursue any necessary permits is included in this scope of work. The County, however, will be responsible for the payment of any permit fees that might be charged by the regulatory agencies. It will be evident after completion of task 1 whether this optional task will be required.
- 6.4. Preparation of a Dock 29 removal and disposal plan if requested by the County (if existing pilings are being removed for new dock pilings and include in the disposal plan). The County has a Construction and Demolition (C&D) Debris Ordinance that requires recycling on some projects being built or demolished in the unincorporated areas. The disposal plan will be developed in accordance with the County's Construction and Demolition Debris Ordinance. Ensure all removal of waste from vessel holding tanks is done in accordance with Harbors and Navigation Code 654.1.

7. Optional Services

- 7.1. *Site Survey:* We understand that a recent topographic survey is available for the subject site which will be used as the basis of the designs for the working drawings to provide horizontal and vertical project control, utility locations and all other topographic features.

If the topographic survey is not available then we will at County's direction contract with a local surveyor to supply the topographic survey.

- 7.2. *Bathymetric Survey:* We understand that due to recent dredging activities at the site and available data, a Bathymetric Survey will be provided.

If the Bathymetric survey is not available then we will at County's direction contract with a local hydrographer to supply the bathymetric survey.

END OF EXHIBIT A

**EXHIBIT B - PAYMENTS AND RATES
COYOTE POINT MARINA DOCK 29**

Task	Principal @ \$178		Proj Engr @ \$137		Staff Engineer @ \$112		Engineer 1 @ \$88		CAD Technician @ \$97		TOTAL LABOR		Subs \$	TOTAL FEE EST. \$	Expenses Direct \$
	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$			
1 Environmental Design Criteria and Dock Alternatives															
1.1 Conceptual Environmental Design Criteria	1	178	8	1,086	8	896	4	352	8	704	17	2,170		2,170	
1.2 Conceptual AIs, dock system materials, cost time and cost	2	356	8	1,086	16	1,792	4	344	24	2,328	50	5,572		5,572	
1.3 Bulkhead Improvements (Gate/Ramp)	4	712	4	548	4	448	8	688	16	1,552	28	2,892		2,892	
1.4 Bulk Services	3	534	4	548	4	448	8	688	8	784	18	2,052		2,052	
1.5 Pile Testing	3	534	3	1,086	6	896	12	1,056	8	784	18	1,992		1,992	
1.6 Package for Deliverables/ Presentation	3	534	3	411	6	672	12	1,056	8	784	17	1,859		1,859	
1.7 Removal and Disposal	6	1,068	6	822	6	672	12	1,056	14	1,358	39	4,062		4,062	
2 90% Design Plans, Specs and Estimates															
2.1 Design Plans, specifications and cost estimate															
2.1a Chest Design	2	356	6	822	4	448	8	688	2	194	16	1,856		1,856	
2.1b Pile Design	2	356	6	822	4	448	8	688	2	194	16	1,856		1,856	
2.1c Gangway drawings and specifications	2	356	6	822	4	448	8	688	2	194	16	1,856		1,856	
2.1d Gangway abutment design drawings and calls	2	356	6	822	4	448	8	688	2	194	16	1,856		1,856	
2.1e Railing design	2	356	6	822	4	448	8	688	2	194	16	1,856		1,856	
2.1f Electrical Design	2	356	6	822	4	448	8	688	2	194	16	1,856		1,856	
2.1g Potable Water Design	2	356	6	822	4	448	8	688	2	194	16	1,856		1,856	
2.1h Fire Protection Design	2	356	6	822	4	448	8	688	2	194	16	1,856		1,856	
2.1i Cost Estimate	2	356	6	1,086	4	448	8	688	2	194	10	1,452		1,452	
2.2 Meeting															
3 90% Design Plans, Specs and Estimates															
3.1 Design Plans, specifications and cost estimate															
3.1a Chest Design	1	178	2	274	1	112	2	224	2	194	3	368		368	
3.1b Pile Design	1	178	2	274	1	112	2	224	2	194	3	368		368	
3.1c Gangway drawings and specifications	1	178	2	274	1	112	2	224	2	194	3	368		368	
3.1d Gangway abutment design drawings and calls	1	178	2	274	1	112	2	224	2	194	3	368		368	
3.1e Railing design	2	356	2	274	20	2,240	4	344	8	704	32	3,648		3,648	
3.1f Electrical Design	2	356	2	274	6	672	4	344	8	704	14	1,672		1,672	
3.1g Potable Water Design	2	356	2	274	6	672	4	344	8	704	14	1,672		1,672	
3.1h Fire Protection Design	2	356	2	274	6	672	4	344	8	704	14	1,672		1,672	
3.1i Cost Estimate	2	356	6	1,086	8	896	4	344	8	704	10	1,452		1,452	
3.2 Meeting															
4 100% Design Plans, Specs and Estimates															
4.1 Design Plans, specifications and cost estimate	4	712	14	1,918	16	1,792	4	344	20	1,940	58	6,706		6,706	
4.2 Meeting	2	356	8	1,086	5	560	4	344	20	1,940	10	1,452		1,452	
5 Final Product Deliverables															
5.1 Final Product Deliverables	4	712	4	548	5	560	4	344	20	1,940	33	3,382		3,382	
6 Other Services															
6.1 Dock review by Independent Structural Engr	6	1,424	2	274	2	224	8	688	1	97	4	488		2,998	
6.2 Geotechnical														20,000	
6.3 Permitting for new piles														7,269	
6.4 Removal and Disposal														5,600	
7 Optional Services															
7.1 Site Topographic Survey	36	6,408	148	20,276	180	21,280	69	5,934	211	20,487	654	74,365		45,100	
7.2 Bathymetric Survey														18,465	
Totals															

- 1 All reimbursable expenses shall be direct cost with NO markup.
 - 2 All deliverables will be provided at the contract amount.
 - 3 See attached for rate schedule.
 - 4 Invoice(s) will be sent upon receipt and acceptance of deliverables and services.
- Summary
- Total BDG Labor Cost Including Other Services \$ 73,529
- Total Sub consultant \$ 33,600
- Total Reimbursable Direct Cost \$ 2,800
- Total Optional Cost (BDG Labor and Sub consultant) \$ 12,336
- TOTAL \$ 122,265

BLUEWater Design Group

RATE SCHEDULE FOR PROFESSIONAL SERVICES

Effective March 1, 2010 Until Revised

	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
PROFESSIONALS	Supervisory Engineer	\$ 178.00
	Senior Engineer	\$ 137.00
	Engineer	\$ 131.00
	Staff Engineer	\$ 112.00
	Engineer I	\$ 86.00
	Engineer Intern	\$ 72.00
TECHNICIANS	Designer	\$ 120.00
	CADD Technician IV	\$ 97.00
	CADD Technician III	\$ 86.00
	CADD Technician I	\$ 67.00
CLERICAL	Word Processing	\$ 63.00
	General Clerical	\$ 58.00
SPECIAL	Principal	\$ 196.00
	Court Appearances	\$ 300.00

REIMBURSABLE EXPENSES (Unless Otherwise Provided in Written Agreement)

	Subcontracts or Outside Services	Cost +10%
Reproductions	In House:	
	Drawing Repro. (24x36 Bond - B/W & Color)	\$3.00/sheet
	Drawing Reproduction (24x36 Mylar)	\$10.00/sheet
	Drawing Reproduction (11x17 Color)	\$1.00/sheet
	Drawing Reproduction (11x17 B&W)	\$0.25/sheet
	Document Reproduction (8.5x11 Color)	\$0.50/page
	Document Reproduction (8.5x11 B&W)	\$0.10/page
	Outside Reproduction	Cost +10%
Travel	Auto Mileage	\$0.50/mile*
	Rental Vehicle	Actual Cost
	Airfare	Actual Cost
	Meals and Lodging	Actual Cost

*Rate subject to change according to the most current standard mileage rate provided by the IRS

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.

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

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

J. By...

Signature

President

Title of Authorized Official

8-19-10

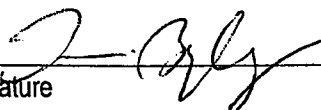
Date

*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

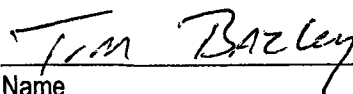
1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without 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.



Signature

8-19-10

Date



Name

President

Title

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

I. CONTRACTOR INFORMATION

Contractor Name:	BLUEWater Design Group	Phone:	310-548-3132
Contact Person:	Tim Bazley	Fax:	310-548-1924
Address:	2500 Via Cabrillo Marina, Suite 200 San Pedro, CA 90731		

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)

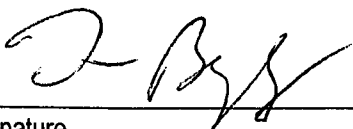
- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- 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)

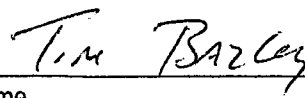
Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- 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.



Signature



Name

8-19-10

Date

President

Title



CERTIFICATE OF LIABILITY INSURANCE

OP ID 08
BLUEW-2

DATE (MM/DD/YYYY)

08/19/10

PRODUCER (OC)Heffernan Prof. Practices 1855 W. Katella Ave. #255 Orange CA 92867 Phone: 714-997-8100 Fax: 714-460-9935	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 #
INSURED Bluewater Design Group LLC 2500 Via Cabrillo Marina # 200 San Pedro, CA 90731	INSURER A: Employers Fire Insurance	20648
	INSURER B: One Beacon America	20621
	INSURER C: US Specialty Insurance Co.	29599
	INSURER D:	
	INSURER E:	

COVERAGES

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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" 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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	FF1U44538	12/14/09	12/14/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 300,000
						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 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	FF1U44538	12/14/09	12/14/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA AGG	\$
						AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	406020036	12/14/09	12/14/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C		OTHER PROFESSIONAL LIABILITY	US1020641	07/01/10	07/01/11	PER CLAIM	\$ 1,000,000
						AGGREGATE	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM. PROJECTS AS ON FILE WITH THE INSURED INCLUDING BUT NOT LIMITED TO COYOTE POINT DOCK 29. COUNTY OF SAN MATEO AND ITS OFFICERS AGENTS EMPLOYEES & SERVANTS ARE NAMED AS ADDITIONAL INSUREDS AND PRIMARY/NON-CONTRIBUTORY CLAUSE APPLIES TO THE GENERAL LIABILITY POLICY-SEE ATTACHED ENDORSEMENT.

CERTIFICATE HOLDER

COUNTY OF SAN MATEO
 PARKS DEPARTMENT
 ATN: SAM HERZBERG, SR. PLANNER
 455 COUNTY CENTER, 4TH FL.
 REDWOOD CITY, CA 94603

CANCELLATION

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

Architects and Engineers Extender Additional Insured Language*

The following policy language is from Employers Fire Insurance Company Business Owners Liability Coverage Form G15911 03 05:

Form G15911 03 05 Amends the Commercial General Liability Coverage Form:

1. The following are added to Section II – Who is an insured:
 - a. **Person or organization required by Written Contract**

Any person or organization that you agree to add as additional insured under this General Liability coverage Part in a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal and advertising injury" is first committed, but only with respect to that person's or organization's liability arising out of your non-professional work for that person or organization.

However such person or organization is not an additional insured with respect to any:

 - (1) "Bodily Injury", "property damage", or "personal and advertising injury" that does not arise out of:
 - (a) Your Negligence; or
 - (b) The negligence of another person or organization for whom you are liable;
 - (2) "Bodily injury", "property damage" or "personal and advertising injury" for which such person or organization has assumed liability in a contract or agreement, except for liability for damages that such person or organization would have in the absence of the contract or agreement.
 - (3) "Property Damage" to:
 - (a) Property owned, used or occupied by or loaned or rented to, such person or organization; or
 - (b) Property over which such person or organization is for any purpose exercising physical control;
 - (4) All Professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection formation, reconstruct, repair, or in any improvement made to real property. Construction also includes the hiring, supervision or management of these activities.

However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

Primary & Non-Contributory: This insurance will be considered primary to, and non-contributory with any other insurance issued directly to a person or organization added as an additional insured.

Per Project Aggregate: Section III Limits of Insurance is amended by adding the following: The General Aggregate Limit under Section III-Limits of Insurance applies separately to each of "your projects" or each location listed in the location information in the common policy declarations.

Separation of Insureds: Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in the Coverage Part to the First Named Insured, this insured applies:

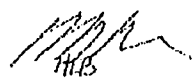
- a. As if each Named insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

Waiver of Subrogation: Transfer of Rights of Recovery Against Other to Us in Section IV – Commercial General Liability Conditions: However, we waive the right of recovery and proceeds we may have against any person or organization that is added as an additional insured under I.1.a

- a. Because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" in ongoing operations include or included in the "products-completed operations hazard" and
- b. Performed under a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal and advertising injury" is committed; and
- c. You specifically agree in such written contract or agreement to waive those rights of recovery and proceeds for such person or organization.

NAMED INSURED: BLUEWATER DESIGN GROUP INC

POLICY NUMBER:
FF1U44538



AUTHORIZED REPRESENTATIVE

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.

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- a. Employs fewer than 15 persons.
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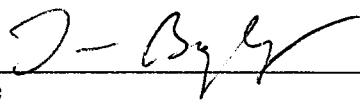
Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

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



Signature

President

Title of Authorized Official

8-19-10

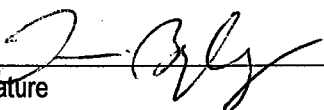
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Attachment IP – Intellectual Property Rights

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.



Signature

8-19-10

Date



Name

President

Title

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

I. CONTRACTOR INFORMATION

Contractor Name:	BLUEWater Design Group	Phone:	310-548-3132
Contact Person:	Tim Bazley	Fax:	310-548-1924
Address:	2500 Via Cabrillo Marina, Suite 200 San Pedro, CA 90731		

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.
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- Contractor does not comply with the County's Equal Benefits Ordinance.
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III. NON-DISCRIMINATION (check appropriate box)

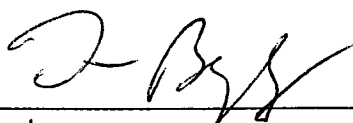
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IV. EMPLOYEE JURY SERVICE (check one or more boxes)

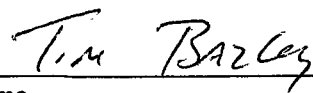
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 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

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.



Signature



Name

8-19-10

Date

President

Title



CERTIFICATE OF LIABILITY INSURANCE

OP ID 08
BLUEW-2

DATE (MM/DD/YYYY)

08/19/10

PRODUCER (OC) Heffernan Prof. Practices 1855 W. Katella Ave. #255 Orange CA 92867 Phone: 714-997-8100 Fax: 714-460-9935	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 #
INSURED Bluewater Design Group LLC 2500 Via Cabrillo Marina # 200 San Pedro, CA 90731	INSURER A: Employers Fire Insurance	20648
	INSURER B: One Beacon America	20621
	INSURER C: US Specialty Insurance Co.	29599
	INSURER D:	
	INSURER E:	

COVERAGES

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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" 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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	FF1U44538	12/14/09	12/14/10	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						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 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	FF1U44538	12/14/09	12/14/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	406020036	12/14/09	12/14/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C		OTHER PROFESSIONAL LIABILITY	US1020641	07/01/10	07/01/11	PER CLAIM	\$ 1,000,000
						AGGREGATE	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM. PROJECTS AS ON FILE WITH THE INSURED INCLUDING BUT NOT LIMITED TO COYOTE POINT DOCK 29, COUNTY OF SAN MATEO AND ITS OFFICERS AGENTS EMPLOYEES & SERVANTS ARE NAMED AS ADDITIONAL INSUREDS AND PRIMARY/NON-CONTRIBUTORY CLAUSE APPLIES TO THE GENERAL LIABILITY POLICY-SEE ATTACHED ENDORSEMENT.

CERTIFICATE HOLDER

COUNTY OF SAN MATEO
 PARKS DEPARTMENT
 ATN: SAM HERZBERG, SR. PLANNER
 455 COUNTY CENTER, 4TH FL.
 REDWOOD CITY, CA 94603

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDORSE~~ 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

Architects and Engineers Extender Additional Insured Language*

The following policy language is from Employers Fire Insurance Company Business Owners Liability Coverage Form G15911 03 05:

Form G15911 03 05 Amends the Commercial General Liability Coverage Form:

1. The following are added to Section II – Who is an insured:
 - a. **Person or organization required by Written Contract**

Any person or organization that you agree to add as additional insured under this General Liability coverage Part in a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal and advertising injury" is first committed, but only with respect to that person's or organization's liability arising out of your non-professional work for that person or organization.

However such person or organization is not an additional insured with respect to any:

 - (1) "Bodily Injury", "property damage", or "personal and advertising injury" that does not arise out of:
 - (a) Your Negligence; or
 - (b) The negligence of another person or organization for whom you are liable;
 - (2) "Bodily injury", "property damage" or "personal and advertising injury" for which such person or organization has assumed liability in a contract or agreement, except for liability for damages that such person or organization would have in the absence of the contract or agreement.
 - (3) "Property Damage" to:
 - (a) Property owned, used or occupied by or loaned or rented to, such person or organization; or
 - (b) Property over which such person or organization is for any purpose exercising physical control;
 - (4) All Professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advise, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection formation, reconstruct, repair, or in any improvement made to real property. Construction also includes the hiring, supervision or management of these activities.

However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

Primary & Non-Contributory: This insurance will be considered primary to, and non-contributory with any other insurance issued directly to a person or organization added as an additional insured.

Per Project Aggregate: Section III Limits of Insurance is amended by adding the following: The General Aggregate Limit under Section III-Limits of Insurance applies separately to each of "your projects" or each location listed in the location information in the common policy declarations.

Separation of Insureds: Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in the Coverage Part to the First Named Insured, this insured applies:

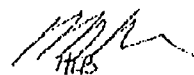
- a. As if each Named insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

Waiver of Subrogation: Transfer of Rights of Recovery Against Other to Us in Section IV – Commercial General Liability Conditions: However, we waive the right of recovery and proceeds we may have against any person or organization that is added as an additional insured under I.1.a

- a. Because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" in ongoing operations include or included in the "products-completed operations hazard" and
- b. Performed under a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal and advertising injury" is committed; and
- c. You specifically agree in such written contract or agreement to waive those rights of recovery and proceeds for such person or organization.

NAMED INSURED: BLUEWATER DESIGN GROUP INC

POLICY NUMBER:
FF1U44538



AUTHORIZED REPRESENTATIVE

