

**AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
THE SAN MATEO RESOURCE CONSERVATION DISTRICT FOR
PROJECT MANAGEMENT, ENGINEERING SERVICES, AND
CONSTRUCTION TO CONDUCT CRITICAL FIRE ROAD ACCESS
REPAIRS AND SEDIMENT REDUCTION ALONG OLD HAUL ROAD
IN PESCADERO CREEK COUNTY PARK**

THIS AGREEMENT (“Agreement”) is entered into as of the 20th day of May 2025, and is by and between the County of San Mateo, a political subdivision of the State of California (“COUNTY”), and the San Mateo Resource Conservation District (“RCD” or “Contractor”).

I. WITNESSETH:

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

WHEREAS, San Mateo County Parks (“COUNTY PARKS”), a department within the County of San Mateo, has requested assistance from the RCD, a special district formed and existing under the laws of the State of California that works in partnership with landowners and land managers to provide technical support during restoration projects that achieve watershed protection goals, for the implementation of storm damage road repair projects (“Project”) within Pescadero Creek County Park; and

WHEREAS, the Project consists of: (1) removal of a failing crib-log crossing and installation of a culvert at Schenly Creek; and (2) the removal of a failing crib-log crossing and installation of a culvert at Rhododendron Creek - both crossings are located on Old Haul Road within Pescadero Creek County Park; and

WHEREAS, the current condition of these crossings has compromised the function and stability of the culverts and the roadway within Pescadero Creek County Park; and

WHEREAS, CAL FIRE considers Old Haul Road to be critically important access for firefighting in the Santa Cruz Mountains; and

WHEREAS, the total project cost is \$905,000 for project management, permitting, engineering design, and construction; and

WHEREAS, the RCD is contributing \$255,000 in secured grant funding through National Oceanic and Atmospheric Administration grant programs; and

WHEREAS, COUNTY PARKS has allocated a total not-to-exceed amount of \$650,000 for completion of the Project; and

WHEREAS, COUNTY PARKS has secured funding through a California State Water Resources Control Board Nonpoint Source 319(h) grant program in the amount of \$307,500; and

WHEREAS, COUNTY PARKS secured funding for the remaining portion of the project cost (\$342,500) through Measure K, a countywide half-cent sales tax extension passed by local voters in support of essential COUNTY services, including for projects that help mitigate fire risk by improving emergency access; and

WHEREAS, COUNTY PARKS and the RCD agree to the defined purpose and scope of the Project, which includes project management, engineering, and construction services, as described more fully in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the RCD has coordinated with COUNTY PARKS on the scope of the Project and this Agreement; and

WHEREAS, the RCD is willing and able to provide project management, engineering services, and construction services (“Services”) for the critical fire road access repair and sediment reduction projects (“Project”); and

WHEREAS, the RCD and COUNTY PARKS will continue the work to complete the Project, to strengthen the infrastructure and to improve roadway safety and access within the Parks.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties hereto, as follows:

1. Scope of Services

In accordance with Exhibit A to this Agreement, which is incorporated by reference as if set forth fully herein, the RCD will conduct project management and coordination services for the Project.

2. Time of Performance/Term

The Services required to this Agreement shall commence after full execution of this Agreement by all parties, and shall terminate upon the completion of the Project or on November 30, 2026, whichever occurs earlier.

3. Funding and Method of Payment

- a.** COUNTY PARKS agrees to reimburse the RCD for payments made in connection with the Services, which are required for the completion of said Project, as described in Exhibit A of this Agreement. Reimbursements to the RCD shall not exceed Six Hundred Fifty Thousand dollars (\$650,000). Any additional costs shall not be compensated without the prior written approval of COUNTY PARKS.

- b. Payments to the RCD will be on a reimbursable basis, conditioned upon the RCD's submittal of itemized invoices, in a form reasonably satisfactory to the COUNTY PARKS, with backup documentation to COUNTY PARKS, no more than monthly. Prior to reimbursement of expenses, COUNTY PARKS shall review and approve, in writing, the itemized invoice. Upon receipt of the invoice and approval of its accompanying documentation, COUNTY PARKS shall pay the amount invoiced within thirty (30) days of receipt of the invoice, emailed to COUNTY PARKS at: PARKS_Accounting@smcgov.org.
- c. RCD shall provide written confirmation of project completion, including date of completion, and final project budget status to COUNTY PARKS upon completion of the project to hormshaw@smcgov.org
- d. Any contract change order requests by the RCD shall be presented to COUNTY PARKS in writing, within five business days from the date of determination, and require written approval from the COUNTY PARKS Director or his/her designee, before change order work or services may proceed.
- e. COUNTY PARKS agree to reimburse the RCD for approved contract change orders, in accordance with the requirements set forth in Exhibit A, Section VI.K.
- f. If applicable, the RCD shall advertise, solicit proposals, and award the contracts as set forth in the Scope of Work described in Exhibit A hereto.
- g. The RCD shall immediately notify COUNTY PARKS of any contractor and/or subcontractor claim or change order disputes ("Contract Claims") that arise in connection with the Project, and COUNTY PARKS shall reasonably cooperate with the RCD in its efforts to resolve such Contract Claims. As the RCD is serving as COUNTY PARKS' contract administrator and manager, COUNTY PARKS shall indemnify and defend the RCD in connection with any and all Contract Claims, except to the extent that a Contract Claim arises out of the negligence or willful misconduct of the RCD.

4. Amendments

Any changes in the Services to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by COUNTY PARKS and the RCD. No claim for additional compensation of this Agreement shall be recognized unless contained in a duly executed amendment.

5. Notices

All notices or other communications to either party by the other shall be deemed acceptable given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To COUNTY PARKS: Hannah Ormshaw, Assistant Parks Director
San Mateo County Parks
Department 455 County Center, 4th
Floor Redwood City, CA 94063

To RCD: Kellyx Nelson, Executive Director
San Mateo Resource Conservation District
80 Stone Pine Road, Suite 100
Half Moon Bay, CA 94019

6. Independent Contractor

The RCD and its employees, agents, and consultants shall be deemed independent contractors of COUNTY PARKS. Nothing herein shall be deemed to create any joint venture or partnership arrangement between the COUNTY PARKS and the RCD.

7. Mutual Hold Harmless

- a. It is agreed that COUNTY PARKS shall defend, save harmless and indemnify the RCD, its officers, employees, agents, and servants from any and all claims, suits, or actions or every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of COUNTY PARKS and/or its officers and employees.
- b. It is agreed that the RCD shall defend, save harmless, and indemnify COUNTY PARKS, its officers, employees, agents, and servants from any and all claims, suits, or actions or every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the RCD, and/or its officers, employees, agents, and servants.
- c. The RCD shall defend, hold harmless, and indemnify COUNTY PARKS from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, the RCD's representatives for Services provided under this Agreement.
- d. In the event of concurrent negligence (or intentional or reckless acts) of the RCD and/or its officers, employees, agents, and servants, on the one hand, and COUNTY PARKS and/or its officers and employees, on the other hand, then the

liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

- e. The duty of each party to defend, hold harmless, and indemnify the other 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

The RCD shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by the RCD under this Agreement without the prior written consent of COUNTY PARKS, which consent shall be made at COUNTY PARKS' sole discretion. Any such assignment or subcontract without COUNTY PARKS' prior written consent shall create no obligation on COUNTY PARKS, and shall give COUNTY PARKS the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

The RCD shall not commence Services or work, or be required to commence Services or work, under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by COUNTY'S Risk Management Department, and the RCD shall use diligence to obtain such insurance and to obtain such approval. The RCD shall furnish COUNTY PARKS with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the RCD's coverage to include the contractual liability assumed by the RCD pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to COUNTY PARKS of any pending change in the limits of liability or of any cancellation or modification of the policy. The RCD will ensure that all subcontractors hired to perform Services or work, under this Agreement, comply under the same requirements of this Section.

b. Workers' Compensation and Employer's Liability Insurance

The RCD shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, the RCD certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the

performance of Services or work under this Agreement. The RCD shall take appropriate measures to ensure that all contractors and subcontractors at each tier, have in effect during the entire term of this Agreement, such workers' compensation and employer's liability insurance.

c. Liability Insurance

The RCD and any of the RCD's subcontractors performing work under this Agreement shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect the RCD and/or the RCD's subcontractors, and all of employees/officers/agents thereof while performing Services or 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 the RCD's and/or the subcontractor's operations under this Agreement, whether such operations be by the RCD, any contractor and/or subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

1. Comprehensive General Liability\$1,000,000
2. Motor Vehicle Liability Insurance.....\$1,000,000
3. Professional Liability\$1,000,000

COUNTY and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to COUNTY and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the COUNTY or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, COUNTY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance with Laws

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

ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. The RCD will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

The RCD 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. The RCD's equal employment policies shall be made available to COUNTY PARKS upon request.

c. Section 504 of the Rehabilitation Act of 1973

The RCD shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services under this Agreement. This Section applies only to contractors and/or subcontractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and the RCD and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

The RCD must check one of the two following options, and by executing this Agreement, the RCD certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against the RCD by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against the RCD within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, the RCD shall provide COUNTY PARKS with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting: Violation of Non-discrimination Provisions

The RCD shall report to the COUNTY's County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 11, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified the RCD that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the RCD to penalties, to be determined by the COUNTY's County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the RCD from being considered for or being awarded a COUNTY contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions,

as determined by the COUNTY's County Manager.

To effectuate the provisions of this Section, the COUNTY's County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to the RCD under this Agreement or any other agreement between the RCD and COUNTY.

h. Compliance with Living Wage Ordinance

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

12. Compliance with County Employee Jury Service Ordinance

The RCD shall comply with Chapter 2.85 of the County's Ordinance Code, which states that the RCD shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the RCD, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with the RCD or that the RCD may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, the RCD certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if the RCD has no employees in San Mateo County, it is sufficient for the RCD to provide the following written statement to COUNTY: "For purposes of San Mateo County's jury service ordinance, the RCD certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, the RCD shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed, above, is less than one-hundred thousand dollars (\$100,000), but the RCD acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13. Retention of Records; Right to Monitor and Audit

(a) The RCD shall maintain all required records relating to services provided under this Agreement for three (3) years after COUNTY PARKS makes final payment and all other pending matters are closed, and the RCD shall be subject to the examination and/or audit

by COUNTY, a Federal grantor agency, and the State of California.

(b)The RCD shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by COUNTY.

(c)The RCD agrees upon reasonable notice to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY'S authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

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

For Contractor: SAN MATEO RESOURCE CONSERVATION DISTRICT

| | | |
|--|-----------------|--------------------------------|
| Kellyx Nelson <small>Digitally signed by Kellyx Nelson Date: 2025.05.01 12:08:38 -07'00'</small> | <u>5/1/2025</u> | <u>Kellyx Nelson</u> |
| Contractor Signature | Date | Contractor Name (please print) |

For County:

COUNTY OF SAN MATEO

By: 

Resolution No. 081272

President, Board of Supervisors, San Mateo County

Date: June 10, 2025

ATTEST:

By: 

Clerk of Said Board

EXHIBIT A

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

I. Project Summary

The project addresses legacy impacts of forest management on critical habitat for coho salmon in Pescadero Creek by fixing erosion issues on Old Haul Road in Pescadero Creek County Park. The road runs along the south side of Pescadero Creek for approximately 5 miles in the park and crosses numerous tributaries. Constructed in the 1930s-40s as a logging road, it is now used for recreation and emergency response, timber property, and fire protection access in the park and watershed. Old Haul Road was built using what would today be considered primitive construction technology, without concern for water quality impacts or long-term stability. Erosion from the road surface and deteriorating crib log creek crossings is a significant source of excess sediment to Pescadero Creek. In 2018, 2020 and 2023, the RCD and San Mateo County Parks (County Parks) repaired a total of four failing crossings and installed drainage improvements along ~2 miles of the west end of the road, thereby reducing an estimated 3,140 cubic yards (3,815 tons) of excess fine sediment delivery to creek annually.

Even so, a 2022 erosion assessment* conducted by Tim Best, CEG of the condition of the County's paved and unpaved roads with respect to future erosion and sediment delivery to streams showed that Old Haul Road remains the largest source of fine sediment (from roads) in the Pescadero watershed. (*Pescadero-Butano Watershed County Road Inventory and Sediment Assessment.) As a result, the RCD and County Parks continue to prioritize addressing the rest of the road (~3 mile) and crossings for protection of critical CCC coho salmon and steelhead trout spawning habitat.

This project would advance these habitat priorities by fixing legacy drainage issues and installing road drainage improvements to reduce excess fine sediment delivery to the creek annually. Priority work involves repairing failing crossings that have a high potential to large quantities of fine sediment to mainstem Pescadero Creek. Repair of these generally requires excavating the failing crossing, reconstructing the fill embankment, installing a new culvert, placing rock slope protection at the inlet and or outlet and installation of erosion control measures. Along the rest of the road, other sediment reduction measures may be implemented including but are not limited to, repair of existing and installation of new rolling dips and critical dips, outsloping, upgrading under-sized ditch relief culverts and rocking the road surface. Design and implementation of all repairs and drainage measures follow the CA Forest Practice Rules specifications for unpaved roads in the coast region (CA Code Regs. tit. 14 (2018)). County Parks does routine maintenance (e.g., cleaning rolling dips and culverts, adding drainage rock) on Old Haul Road which will ensure the long-term sediment reduction benefits of this work.

Repair sites

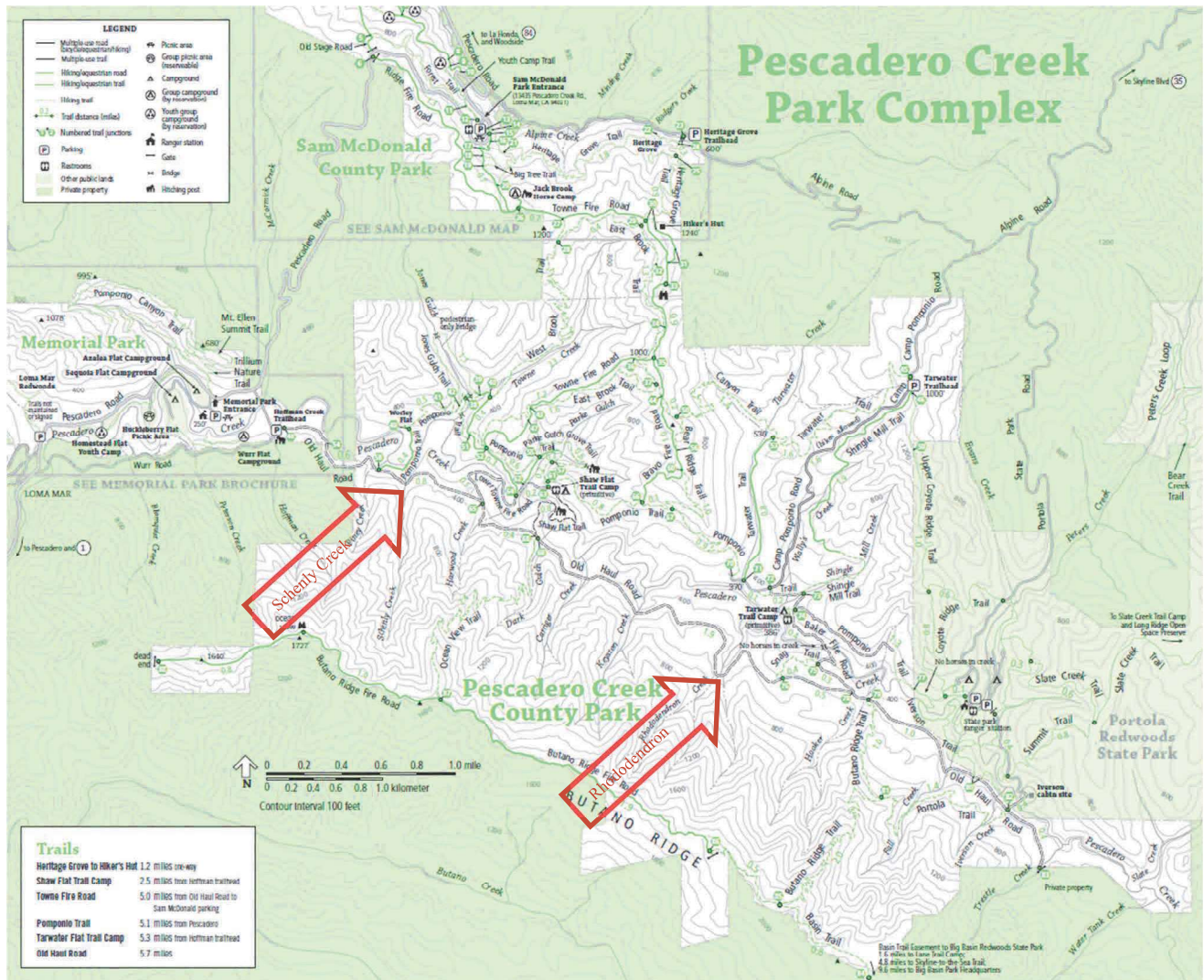
1. Schenly Creek Crossing, Pescadero Creek County Park. (37°16'10.3"N 122°16'22.9"W) Site 506 in the Pescadero-Butano Watershed County Road Inventory and Sediment Assessment (2022).
- 2.

Schenly Creek (intermittent) crossing has recently deteriorated significantly. At the time of the 2022 Assessment, Schenly crossing was considered moderate priority with 280 tons (230 cy) potential sediment delivery. Now the outer edge of the road which is supported on crib logs is eroding, the culvert has pinholes, and water is flowing under the culvert in the crossing. Tim Best, CEG (who was

one of the lead engineers for the 2022 Assessment) informed Parks that due to accelerating degradation of the culvert, this crossing now has a high risk of failure and is a high priority treatment site for repair within the next few years. For reference, the culvert at Stove Pipe Creek crossing on Old Haul Road that had rusted through and failed in 2023, had no observed holes in 2015. Also, the Schenly Creek crossing is <1 mile from the start of Old Haul Road at the entrance to Pescadero Creek Park. Beyond this point, it continues for >4 miles in the park and connects with multiple trails and fire roads. Loss of this crossing would disrupt critically important access on Old Haul Road for emergency response (as proven necessary during the 2020 CZU fires) as well as recreation and Parks' maintenance activities. San Mateo County Parks Department (Parks) and San Mateo Resource Conservation District (RCD) plan to repair this failed crossing in September and October 2025 after marbled murrelet nesting season. RCD staff will prepare and submit permit applications (utilizing reports prepared by County Parks) and will manage project construction, including hiring and management of the project engineer (Tim Best, CEG) and construction contractor (LD Giacomini, Inc.).

3. Rhododendron Creek Crossing, Pescadero Creek County Park. (37°15'17.5"N 122°14'33.9"W) Site 519 in the Pescadero-Butano Watershed County Road Inventory and Sediment Assessment (2022).

Rhododendron Creek (intermittent) crossing has a high or moderate-high priority and significant potential sediment delivery (275 tons (225 cy). At this crossing, water frequently overtops Old Haul Road during storms sending fine sediment into the creek. An active gully has also formed as a result. To fully address all drainage and erosion issues at this crossing will require repairing the ditch along the inside of the road (to ensure it is 4' wide by 5' deep), building up the road prism by 1-4 feet, and replacing the two failing culverts that convey water through the crossing. It should be noted that the most urgent repair is replacement of the bigger (60" diameter) culvert that is rusting out and more at risk of failure and sediment delivery because it is installed in fill. The smaller culvert is also rusting, but it is installed over bedrock and the road is much less at risk of washing out or causing much erosion if that fails or the road gets overtopped. Parks and the RCD plan to implement some or all these repairs in September and October 2025 after marbled murrelet nesting season under Parks' Routine Maintenance Permits. RCD staff will manage project construction, including hiring and management of the project engineer (Tim Best, CEG) and construction contractor (LD Giacomini, Inc.).



II. Scope of Work

The San Mateo Resource Conservation District (RCD) is a non-regulatory, public agency that works in partnership with landowners/managers and provides technical assistance to help with land management goals in a way that also restores and protects local watersheds.

This scope of work (SOW) is for the County Parks Old Haul Road Sediment Reduction and Critical Access Repairs project described above. Tasks may include, but are not limited to, the following:

Task 1 – Project Management, Oversight and Coordination (RCD Staff, permit fees)

RCD staff will be responsible for these duties which will include time spent working on project planning in coordination with County Parks. A key assumption for this planning work is that County Parks will complete site evaluations and reports for Schenly Creek crossing that are needed for the RCD to prepare and submit permit applications and that for Rhododendron Creek crossing Parks will complete the necessary permitting through its Routine Maintenance Permit for these projects.

This task also includes RCD staff management, oversight and coordination of consultants' and contractors' work, contracts, invoices, progress reports, and organizing and attending meetings and site visits. RCD will coordinate with County Parks on all aspects of project administration. A key

assumption for construction management and oversight is that, per the County's Routine Maintenance Permit, County Parks will conduct the required pre-construction species and habitat surveys, and required biomonitoring during construction.

Task 2 – Engineering Design and Construction Oversight (Engineering Project Consultant)

The engineering project consultant will develop engineering designs and geotechnical evaluations as needed for Schenly and Rhododendron crossing sites. This will require specialized engineering work by multiple consultants and the engineering project consultant will provide technical direction and management of all work performed by the entire engineering consultant team. As needed, the engineering project consultant will provide design and construction consultation services to assist with developing construction approaches and information necessary for County Parks to submit permit applications. The engineering project consultant will provide all necessary construction observation and oversight.

Task 3 – Construction (Contractor)

The contractor will construct the two repair projects (Schenly Creek and Rhododendron Creek crossings) per the designs and specifications and applicable permit requirements under the overall management and oversight of the RCD (Task 1) and technical direction of the engineering project consultant (Task 2).

III. Contracting Entity:

The RCD is the contracting entity and project manager on behalf of the landowner, San Mateo County Parks Department (COUNTY PARKS). The RCD is a non-regulatory public-benefit district that seeks to help people protect, conserve, and restore natural resources through information, education, and technical assistance programs. The RCD is a division of state government under Division 9 of the Public Resources Code.

IV. Notice of Funding:

The Project is funded by Measure K, a countywide half-cent sales tax extension passed by local voters in support of essential County services and to maintain or replace critical facilities.

V. Plans and Work Sites:

The RCD will be responsible for securing the following certifications from all subcontractors providing work covered by this Agreement:

- A. The subcontractor is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the plans and specifications, and recognizes that: the plans used for the drawings of the work may differ from the actual physical site; dimensions in the plans are approximate, and before proceeding with the work, it will be the Contractor's responsibility to check the site in relation to the drawings and specifications. Report any discrepancies to the RCD and COUNTY PARKS and the project engineer.

- B.** The subcontractor has familiarized itself with all Federal, State, and local laws, ordinances, rules, and regulations that in any manner affect the cost, progress, or performance of the work.

VI. Compliance and Additional Information:

A. Prevailing Wage Laws and Labor Compliance Program:

The RCD acknowledges that this Project is subject to prevailing wage requirements, and shall inform, and be held responsible, for all subcontractors in following prevailing wage laws.

Eligibility requirements for subcontractors for this Project include:

- Be in good legal standing with no outstanding judgments or liens owed to workers or to the State of California.
- Not be debarred from doing public works by the United States Department of Labor or any state that has public works debarment laws.
- Have a California Contractor's State License if one is required (non-construction contractors must provide their professional license number if one exists for their profession).

B. Registration Pursuant to Labor Code Section 1725.5:

All contractors and subcontractors who will perform any portion of the work must be currently registered with the Department of Industrial Relations ("DIR") and qualified to perform public work pursuant to Labor Code Section 1725.5. If applicable, bids submitted by contractors, or including subcontractors, who are not registered will be rejected. No Contractor or subcontractor may be listed on a bid proposal for any work subject to this Agreement unless registered with the DIR. All calls for bids and contracts issued by the RCD will reflect these requirements.

C. Permits:

COUNTY PARKS will be responsible for obtaining all necessary permits. Copies of all permits will be provided to any and all contractors and/or subcontractors requesting it, and one copy of each permit must be kept at the job site at all times.

D. Inspections:

All work performed on this Project shall be subject to regular inspections by COUNTY PARKS.

E. Sensitive Areas:

The Project site is an environmentally sensitive area. The RCD shall take all precautions and measures necessary to protect the environmental integrity of the site.

F. Licenses:

The RCD shall ensure that all subcontractors have a valid Contractor's License issued by the Contractor's State License Board whenever required.

G. Safety Plan:

A written safety plan shall be submitted to the RCD by the Contractor providing construction-related work prior to the start of constructive activities.

H. Contract and Payment:

The RCD will award contracts to successful qualified contractors for all work described in this Exhibit A from the Scope of the Work. The not-to-exceed contract award is based on the actual Time & Materials for Services to complete the project. Submission of invoice for lump sum payment to the RCD may be made following completion of work and final inspection, or progress invoices may be submitted for payment for completed work in accordance with the provisions described in this agreement.

I. Bonds (if applicable):

The RCD shall ensure that all contractors and/or subcontractors providing only construction related work under this Agreement shall provide a performance bond in favor of the RCD and COUNTY in the amount of one hundred percent (100%) of the contract price and a payment bond in favor of the RCD and COUNTY in the amount of one hundred percent (100%) of the project price for the period(s) of project services pursuant to this agreement.

Contractor will provide signed copies of the following before commencement of the work:

- Material and Labor Payment Bond
- Performance Bond
- Certificate of Compliance

J. Invoicing and Reporting

The RCD shall invoice no more than once every 30 days or monthly. The RCD shall document work performed under this contract and provide, with each invoice, a status report of the work efforts outlined to COUNTY PARKS until funds are expended.

K. Budget & Invoicing:

Budget

| Task | Estimated cost | RCD contribution (through grants) | County Parks responsibility |
|--|-----------------------|--|------------------------------------|
| 1. Project Management, Oversight and Coordination (RCD Staff & Materials) | | | |
| 1a. RCD staff time and travel | \$25,000 | \$25,000 | |
| 1b. Permit application fees. (Does not include annual permit fees estimated at \$2,500 that Parks will need to pay for 3-5 years following construction.) | \$10,000 | \$10,000 | |
| 2. Engineering Design and Construction Oversight (Engineering Project Consultant) | \$50,000 | \$50,000 | |
| 3. Construction (Contractor) | | | |
| 3a. Schenly Creek | \$570,000 | \$170,000 | \$400,000 |
| 3b. Rhododendron Creek | \$250,000 | | \$250,000 |
| Total | \$905,000 | \$255,000 | \$650,000 |

Invoicing and Reporting

The RCD shall document work performed under this contract and provide a status report of the work efforts outlined to Parks with invoices.

L. Schedule:

May 20, 2025 – December 31, 2025

M. Rate Schedule:

RCD hourly rates will be invoiced as follows:

Program Specialist \$111

Program Manager \$133

Executive Director \$236

Administrative Officer \$172

Administrative Assistant \$83

Project Manager \$114

Conservation Associate \$81

Rates are applicable through the term of the agreement. Materials (e.g. permit fees, mileage, printing, postage) and subcontractor fees will be invoiced at cost to RCD (no markup).