

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND GHD

This Agreement is entered into this _____ day of _____, 20_____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and GHD, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of engineering, bid, and construction phase services for the CSA-11 waterline extension project.

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession practicing in the same discipline and locality under similar circumstances ("Standard of Care").

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed \$614,504. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 9, 2024, through April 8, 2027.

5. Termination

This Agreement may be terminated by Contractor or by the Director of Planning and Building or designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

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

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

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

8. **Hold Harmless**

a. **General Hold Harmless**

To the fullest extent permitted by law, Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from negligence, recklessness, or willful misconduct of the Contractor pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging; or

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.

However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

b. **Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement

infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code. No provisions of this Agreement shall be construed in a manner that would constitute a waiver or modification of Civil Code Section 2782.8.

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain

such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

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

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

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately

declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, 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, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and

management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall also report to the County the filing by any person in any court 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 of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being

asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

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 Executive Officer, including but not limited to the following:

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

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor

acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

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

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail,

postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Steve Monowitz, Director of Planning and Building
Address: 455 County Center, 2nd Floor, Redwood City, CA 94061
Telephone: (650) 363-1861
Email: smonowitz@smcgov.org

In the case of Contractor, to:

Name/Title: Holly Cinkutis, Senior Civil-Infrastructure Engineer
Address: PO Box 1010, Eureka, CA 95502
Telephone: (707) 267-2227
Email: holly.cinkutis@ghd.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.

- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner,

mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.

- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

* * *

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

For Contractor: GHD

Jane Rozga
Contractor Signature

4/2/2024
Date

Jane Rozga
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

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

1. Project Management and Coordination

- 1 Site visit (in person, 2 hours not including travel time or costs) – Contractor will meet with County at project site one time.
- 2 Design review meetings (virtual, 2 hours each) – Contractor will meet with County to review existing 90% Design submittal, and again after the submission of the 100% Design submittal.
- 6 Consolidation Coordination meetings (virtual, 1 hour each) – during Final design development, Contractor will participate in up to 6 coordination meetings with the County and other project stakeholders. These meetings may be needed to discuss fire flow requirements at the School as well as other consolidation requirements. Contractor will support the County with development of a Consolidation Agreement with the La Honda-Pescadero Unified School District, and will coordinate with State Water Resources Control Board Division of Financial Assistance (DFA) to ensure bid-ready documents meet conditions of the Expedited Drinking Water Grant.

Deliverables:

- Meeting minutes with action items, email correspondence.
- Monthly invoices.

2. Division of State Architect (DSA) Review and Approval

Contractor will obtain review and approval by DSA of the project Final Designs prior to the bid phase. Contractor has registered the project with DSA, but will continue the review process, including separating the plans between work occurring in the right-of-way and work occurring on School District property. Up to 16 hours of coordination support is included in this task. Effort to coordinate DSA review of project components related to the new Fire Station on School District property is not included and may or may not be necessary.

Deliverables:

- Electronic (PDF) copy of DSA approved plans for project components to be installed on School District Property.

3. Additional Hydraulic Analysis

Contractor will model the impact of adding hydrants along the CSA-11 extension and the resulting performance of the system in different hydrant use scenarios. The model will be run with a “worst case scenario” to see the resulting impacts to system pressure and household users in a major fire event. Contractor will also estimate the expected water age from the point of connection to the point of service connection to the School while school is in session and when students are on summer break, to help the County CSA-11 develop a flushing schedule.

- Hydraulic Modeling Kick-off Meeting (virtual, 1 hour)—Contractor will meet with County to define the modeling scenarios and agree on: 1) How many and which fire hydrants in the system will be run simultaneously. It is expected that each modeling scenario will look at available fire flow at two (2) adjacent fire hydrants. 2) What the worst-case modeling parameters will be, such as levels in the tanks and desired fire flow.
- Using the existing model that was prepared previously for this project, Contractor will run four (4) modeling scenarios:
 - **Scenario 1:** model available fire flow at the *new* hydrants along the waterline extension while maintaining acceptable pressures in the system.
 - **Scenarios 2-4:** model available fire flow at hydrants within the existing distribution system (hydrant locations selected during the Kick-off Meeting) while maintaining acceptable pressures in the system.

- Modeling results review meeting

Deliverable:

- Contractor will summarize modeling results and the estimated water age in a Technical Memorandum presented to County during the Modeling Results Meeting.

4. Bid Documents

Contractor will prepare bid-ready design drawings and technical specifications necessary to issue the projects for bidding and construction. The project includes installation of approximately 1.3 miles of 6" water main to serve Pescadero Middle/High School and new Fire Station 59. Design will include installation of new 6" water main from the point of connection to the existing CSA-11 water main in Pescadero Creek road to the school, a meter vault and appurtenances, a backflow prevention device, and connection to the existing school distribution system and to new fire station adjacent to the school. County will compile one set of comments for Contractor to address, and provide direction as needed. Once Bid Documents are prepared, Contractor will route the documents for review and approval by Division of Drinking Water (DDW) and Division of Financial Assistance (DFA) prior to bid phase.

Deliverables:

- 100% Final Design Submittal, consisting of drawings sufficient for construction, bid schedule, engineer's opinion of probable costs, and Technical Specifications to be included in the County's Project Manual. Documents will be provided as electronic PDFs and up to six hard copies for each of the above, if requested by the County. Final Design drawings can also be provided as AutoCAD files.
- Complete bid-ready Project Manual incorporating County's Front-End specifications (Div 00/01 of CSI Specifications) and Contract Documents.

Assumptions:

- The scope and fee do not include costs or fees associated with obtaining environmental, agency, or utility permits or resolving hazardous material issues. County will be responsible for paying all fees and deposits required for project implementation.
- Contractor will not provide additional underground utility locating services.
- County CSA 11 will lead the process of amending its drinking water permit with DDW, with Contractor providing support and technical assistance to the County as needed.
- County will obtain waivers as needed where Title 22 required utility separation cannot be obtained.
- Fire Protection system design is not included.

5. Bid Phase Services

Contractor will provide bid phase services including the following:

- 5.1 Contractor will prepare the advertisement for bid for publication and will provide to the County for advertising in the local paper. Contractor will also provide electronic copies of the bid documents to the Builder's Exchange.
- 5.2 Contractor will prepare an agenda for the Pre-Bid Meeting and conduct the meeting with interested bidders to review the site and the project requirements.
- 5.3 Contractor will prepare up to two written addenda responding to questions raised during the Pre-Bid Meeting and inquiries during bid phase, and will provide addenda to the Builder's Exchange.
- 5.4 Contractor will assist the County with evaluation of bids, including identifying the lowest qualified bid, and prepare a recommendation of award memorandum.

Deliverables:

- Bid Advertisement to be published in local newspaper.

- Bid Documents and Addenda.
- Recommendation to Award Memorandum.

6. Grant Administration

6.1 Contractor will assist the County with Expedited Drinking Water Grant (EDWG) administration tasks, including the following:

- Monitor, supervise and review all grant administration work performed. Coordinate and conduct periodic and final site visits with the DFA Project Manager.
- Conduct pre, during and post construction photo monitoring of the project site and submit to the DFA Project Manager as part of the progress reports.
- Complete EDWG Request for Bid Solicitation Approval Form.
- Submit any required drinking water permit amendment application documents to the DDW and the DFA Project Manager prior to Completion of Construction. The County will lead the process of amending its drinking water permit with DDW but Contractor will provide support as needed.
- Completion of quarterly progress reports and submission to the DFA Project Manager.
- Prepare and submit the project completion report.
- Coordination of the Final Project Inspection and Certification.

Deliverables:

- EDWG Request for Bid Solicitation Approval Form.
- Quarterly Progress Reports to DFA.
- Project Completion Report to DFA.

Assumptions:

- County will complete the TMF Assessment and submit mandatory and necessary documents to the DFA Project Manager.
- County will prepare and execute a Consolidation Agreement with the School and submit a copy to the DFA Project Manager.
- County will submit any evidence of necessary LAFCo approval to the DFA Project Manager.
- County will prepare and submit the Financial Security Package to the DFA Project Manager.
- County will prepare and submit reimbursement requests to the DFA Project Manager with assistance from Contractor as needed.
- County will maintain accounting and auditing standards, financial management systems in accordance with the terms and conditions of the Grant.
- County will lead the process of amending its drinking water permit with DDW and submit copies to the DFA Project Manager, with assistance from Contractor as needed.

7. Construction Phase Services

Contractor's Construction Management Team (CMT) will support the County during the Construction Phase of the project. The Construction Manager (CM) will lead the Construction Phase services and the CMT will act as an extension/adjunct of County staff. Contractor will provide the following support services during construction:

7.1 Construction Phase Project Management: Contractor's CMT will prepare and manage budgets and schedules, manage the CMT staff, prepare field safety instructions, and prepare routine progress reports.

7.2 Contract Management Tasks: Contractor will perform following tasks to coordinate the work of the construction contractor.

7.2.1 Project Coordination

7.2.2 Pre-Construction Meeting

7.2.3 Project Meetings

7.2.4 Review Construction Schedule

7.2.5 Maintain Project Records

- 7.2.6. Review and Evaluate Monthly Progress Payments to Construction Contractor
- 7.2.7. Prepare Monthly Progress Reports
- 7.2.8. Respond to Requests for Information (RFIs) and Issue Requests for Clarifications (RFCs)
- 7.2.9. Prepare Potential Change Orders (PCOs) and Change Orders
- 7.2.10. Coordinate Submittal and Shop Drawing Review
- 7.2.11 Monitor Permit Compliance
- 7.2.12 Monitor Construction Record Drawings
- 7.2.13. Perform Claims Management
- 7.2.14 Prepare Final Pay Estimates
- 7.3 Field Inspection/Observation: Contractor will provide an on-site construction inspector / observer to monitor the construction contractor's work for compliance with the contract documents, submittals, RFIs, change orders, traffic and pedestrian control plan, public outreach plan, environmental compliance, including SWPPP requirements. On-site construction inspector will monitor construction contractor's certified payrolls. Contractor construction inspector will be on site full time during most operations and will overlap during the day as necessary to coordinate with the design team and County staff. Daily effort is assumed to be 9 hours per day. Specific tasks include:
 - 7.3.1 Prepare Photograph or Video Documentation
 - 7.3.2 Document Field Changes to the Drawings and Specifications in Real Time
 - 7.3.3 Prepare Daily Observation Reports
 - 7.3.4 Coordinate Materials Testing
 - 7.3.5 Develop Punch List
- 7.4 Record Drawings: Contractor will prepare Contract Record Drawings based on CMT and construction contractor redlines made in the field. Contractor will provide County with a complete set of project records of the project, indexed and filed, and a listing of warranties provided under the project including the items covered and the warranty duration.

Deliverables:

 - Meeting Minutes.
 - Progress Reports.
 - Project records, as requested, including weekly report of working days, inspection reports, compliance testing results, photos, measurement of quantities, schedules, submittals, RFIs, RFCs, PCOs, change orders, month pay requests, issues, and correspondence.
 - Final Record Drawings.

Assumptions:

 - Change orders beyond the original scope or that change the design intent requiring additional engineering effort are not included with this scope.
 - Construction contractor is responsible for the means and methods on the project.
 - CMT does not supervise and direct the Work of the construction contractor. Construction contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.
 - Construction contractor shall be solely responsible for site safety.
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Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

	Total Hours	Labor Total	Hard Copies	Travel	DSA Fees	Disbursement Markup	Disbursement Fee	Estimated Project Total
Task 1. Project Management and Coordination	55	\$17,920	\$0	\$1,000	\$0	\$150	\$330	\$19,400
Task 2. DSA Review and Approval	35	\$10,200			\$2,000	\$300	\$210	\$12,710
Task 3. Additional Hydraulic Analysis	41	\$12,530					\$246	\$12,776
Task 4. Bid Documents, Coordinate DFA and DDW Approval	215	\$64,480	\$2,500			\$375	\$1,290	\$68,645
Task 5. Bid Phase Services	102	\$28,900		\$1,000		\$150	\$612	\$30,662
Task 6. Grant Administration	163	\$44,240					\$978	\$45,218
Task 7. Construction Phase Services	1,503	\$381,575		\$30,000		\$4,500	\$9,018	\$425,093
<i>7.1 Construction Phase Project Management</i>	42	\$13,520					\$252	\$13,772
<i>7.2 Contract Management</i>	639	\$173,875					\$3,834	\$177,709
<i>7.3 Field Inspection</i>	799	\$188,000		\$30,000		\$4,500	\$4,794	\$227,294
<i>7.4 Record Drawings</i>	23	\$6,180					\$138	\$6,318
Total	2,114	\$559,845	\$2,500	\$32,000	\$2,000	\$5,475	\$12,684	\$614,504

Hourly Rates:

Position	Hourly Rate	Total Hours
Project Director	\$430	13
Quality Assurance/ Quality Control Manager	\$370	40
Project Manager	\$335	236
Staff Engineer	\$250	316
Hydraulic Analysis	\$280	24
Contruction Inspector	\$235	814
Construction Manager Project Director	\$400	37
Construction Manager	\$335	377
Project Coordinator	\$160	231
Project Analyst	\$205	26