

**AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
THE SAN MATEO RESOURCE CONSERVATION DISTRICT FOR
THE FINAL PERMITTING, PLANNING COORDINATION, AND
ADMINISTRATION OF CONTRACTS FOR THE
LEGACY FOREST ROAD SEDIMENT REDUCTION ON OLD
HAUL ROAD, PHASE IV IN MEMORIAL COUNTY PARK, SAN
MATEO COUNTY**

THIS AGREEMENT is entered into as of the 8th day of October, 2019, and is by and between the County of San Mateo, a political subdivision of the State of California (“COUNTY” or “COUNTY PARKS”), and the San Mateo Resource Conservation District (“RCD” or “Contractor”).

WITNESSETH:

WHEREAS, COUNTY PARKS obtained funding from Measure K sales tax to repair crossings on Old Haul Road in order to reduce sediment in the Pescadero Creek; and

WHEREAS, the Old Haul Road is a legacy logging road that is now used for recreation and emergency response, access to timber property, and fire protection access in Pescadero Creek County Park; and

WHEREAS, identifying and addressing priority rural roads that deliver sediment into Pescadero Creek is essential in protecting the salmonid habitat by improving failing stream crossings at tributaries; and

WHEREAS, the Old Haul Road Sediment Reduction Project (“Project”) consists of several phases; and

WHEREAS, the 319 Grant from the EPA awarded to the County will contribute \$800,000 towards Phase IV of the Project; and

WHEREAS, COUNTY PARKS requested assistance from RCD for implementation of the Project; and

WHEREAS, RCD and COUNTY PARKS signed a Stewardship Memorandum of Understanding (“MOU”) for coordinating and completing projects within the Pescadero Creek Watershed; and

WHEREAS, as authorized by Board Resolution No. 074895, the parties entered into an Agreement on November 15, 2016 for providing topographic and geotechnical surveys and analyses for Phase I of the Old Haul Road Sediment Project for the replacement of Harwood Creek

and Keystone Creek crossings; and

WHEREAS, San Mateo County Parks programmed \$130,000 dollars for the Old Haul Road Project, Phase I; and

WHEREAS, as authorized by Board Resolution No. 075438, the parties entered into an amendment to the original Agreement to complete Phase II of repairing Dark Gulch and Harwood Creek crossings, and increasing the aggregate amount \$159,923 to a not to exceed amount of \$289,923; including completion of engineering, environmental analysis, and permitting to initiate repair on September 12, 2017 through November 14, 2018; and

WHEREAS, winter storms of 2017 dramatically accelerated the erosion of all three crossings, rendering the Harwood Creek and Keystone Creek crossings unsafe for motor vehicle travel; and

WHEREAS, as authorized by Board Resolution No. 076023, the parties entered into a second Agreement for completion of Phase III of the Project in the amount of \$632,000, which was used to stabilize and repair Harwood Creek and Keystone Creek crossings; includes coordinating and completing projects in the Pescadero Watershed, and providing planning, permitting, contracting, construction oversight, monitoring, and reporting services on multiple phases of the Project from July 24th, 2018 through January 15th, 2021; and

WHEREAS, COUNTY PARKS and RCD agree to the defined purpose and scope of Phase IV, which includes the final permitting, planning coordination, construction oversight, monitoring, and reporting, construction contractor hiring, and permit compliance, as described in Exhibit A attached hereto; and

WHEREAS, RCD has coordinated with COUNTY PARKS on contract scope; and

WHEREAS, RCD is willing and able to provide contract advertisement, award, and administration services (“Services”) for Phase IV of the Project.

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

1. Scope of Services

The Scope of Work for Phase IV of the Project and for this Agreement is as set forth in Exhibit A: Legacy Forest Road Sediment Reduction on Old Haul Road Project: Phase IV, attached hereto and incorporated by reference.

2. Time of Performance/Term

The Term of this Agreement (i.e. the time period in which the Services shall be performed), shall commence on October 8, 2019 and terminate upon completion of Phase IV of the

Project, as set forth in Exhibit A, on June 30, 2022, whichever is earlier.

3. Funding and Method of Payment

- a. COUNTY PARKS agrees to reimburse RCD for payments made in connection with the Services, which are required for the completion of Phase IV of the Project, as described in Exhibit A of this Agreement. Reimbursements shall not exceed \$2,102,591 (two million one-hundred two thousand five hundred ninety-one dollars). Any additional costs shall not be compensated without the prior written approval of the COUNTY.
- b. Payments to RCD will be on a reimbursable basis, conditioned upon RCD's submittal of an itemized invoice with backup documentation (if applicable) to COUNTY PARKS, no more than once a month. Prior to reimbursement of expenses, COUNTY PARKS shall review and approve, in writing, the itemized invoice.
- c. Change order reimbursement is limited by the amount set forth in 3.a.
- d. Any individual contract change order exceeding \$1,000 shall require written approval from the County Parks Director or her designee before change order work can proceed. Contract change orders in an amount less than \$1,000 will not require prior written approval from the County Parks Director and may be authorized by the RCD acting alone. When the sum total of contract change orders exceeds \$5,000, then any and all subsequent change orders, regardless of value, shall require the prior approval of the County Parks Director, or her designee, before change order work can proceed.
- e. RCD shall submit monthly billings, accompanied by the activity reports and invoices issued by RCD's contractors or progress payments issued by RCD as proof that services were rendered and paid for by the RCD. Upon receipt of the invoice and approval of its accompanying documentation, COUNTY PARKS shall pay the amount invoiced within ninety (90) days of receipt of the invoice, delivered or mailed to the COUNTY as follows:

County of San Mateo
Parks Director
455 County Center, 4th Floor
Redwood City, CA 94063-1665

- f. RCD shall advertise, solicit proposals, and award the contracts as set forth in the Scope of Work described in Exhibit A hereto.
- g. RCD shall notify COUNTY PARKS of any contractor claim or change order disputes ("Contract Claims") that arise in connection with all of the related agreements to the Project, and COUNTY PARKS shall 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 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: Peggy Jensen, Interim 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 625
Miramontes Street, Suite 103
Half Moon Bay, CA 94019

6. Independent Contractor

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 COUNTY and RCD.

7. Mutual Hold Harmless

- a. It is agreed that COUNTY shall defend, save harmless and indemnify RCD, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of COUNTY PARKS, its officers and/or employees.
- b. It is agreed that RCD shall defend, save harmless, and indemnify COUNTY, its officers and employees from any and all claims for injuries or damage to persons

and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of RCD, its officers and/or employees.

- c. In the event of concurrent negligence of RCD, its officers and/or employees, and COUNTY, its officers and/or employees, 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 negligence.

8. Assignability and Subcontracting

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 RCD under this Agreement without the prior written consent of COUNTY, which consent shall be made at the COUNTY'S sole discretion. Any such assignment or subcontract without COUNTY'S prior written consent shall give COUNTY the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Payment of Permits/Licenses

RCD bears responsibility to obtain any and all license, permit, or approval required from any and all government and regulatory agencies for work/services to be performed under this Agreement at RCD's own expense prior to commencement of said work/services, and RCD shall not be entitled to any additional compensation from the County in connection with obtaining such licenses, permits, or approvals. Any costs the RCD incurs for these services shall be reimbursable upon submittal of an itemized invoice to COUNTY PARKS. Failure to do so will result in forfeit of any right to compensation under this Agreement.

10. Insurance

a. General Requirements

RCD 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 RCD shall use diligence to obtain such insurance and to obtain such approval. RCD shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending RCD's coverage to include the contractual liability assumed by 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 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

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, 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 work under this Agreement.

c. Liability Insurance

RCD and any of RCD's subcontractor obligated under this contract shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect RCD and/or RCD's subcontractors, and all of employees/officers/agents thereof 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 RCD's and/or the subcontractor's operations under this Agreement, whether such operations be by RCD, 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:

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.

11. Compliance with Laws

All services to be performed by 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. RCD 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

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. RCD's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

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 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 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 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

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

- No finding of discrimination has been issued in the past 365 days against 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 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, RCD shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

RCD shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or 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 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 Manager, including but not limited to the following:

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

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

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, 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.

13. Compliance with County Employee Jury Service Ordinance

RCD shall comply with Chapter 2.85 of the County's Ordinance Code, which states that 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 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 RCD or that RCD may deduct from an employee's regular pay the fees received for jury service in San Mateo County.

By signing this Agreement, RCD certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if RCD has no employees in San Mateo County, it is sufficient for RCD to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, 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, 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 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.

14. Retention of Records; Right to Monitor and Audit

(a) RCD 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 RCD shall be subject to the examination and/or audit by COUNTY, a Federal grantor agency, and the State of California.

(b) 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) 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.

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.

IN WITNESS WHEREOF, this Agreement between the COUNTY and RCD for design, specifications, permits and construction contract advertisement, award, and administration of the Old Haul Road Sediment Reduction Project, Phase IV, has been executed by the parties hereto as of the day and year first written above.

COUNTY OF SAN MATEO


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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SAN MATEO RESOURCE CONSERVATION DISTRICT

By:  _____
Executive Director

Date: 9/26/19

EXHIBIT A: Legacy Forest Road Sediment Reduction on Old Haul Road Project: Phase IV

I. Scope of Work – Old Haul Road Project, Phase IV

The San Mateo Resource Conservation District (RCD), in partnership with San Mateo County Parks Department (County Parks) aims to complete Phase IV of the Old Haul Road Project, which phase includes coordinating the construction contractor bid process, construction, and permit compliance for the third crossing at Dark Gulch Creek. Due to the size and complexity of this project – Dark Gulch is an order of magnitude bigger than either of the other two crossings in Phases I & II – final permitting and construction could not be implemented along with the other crossings.

Phase IV tasks include:

Task 1 – Project Administration

1.1 Project Management and Coordination (RCD Staff)

Work plan development and management, contracting, reporting and fiscal administration; overseeing technical work; reviewing deliverables; and facilitating communications with and involvement of partners and stakeholders (e.g. calls, meetings, site visits).

Task 2 – Bid Process

In coordination with County Parks, RCD staff and the engineering project consultant will carry out one construction contractor bid process. With the approval of County Parks, and based on the bid process conducted in this task, the RCD will enter into contract with a construction contractor to complete the crossing stabilization at Dark Gulch Creek, and associated surface road drainage improvements.

2.1 Bid Materials Development and Administration (RCD Staff)

Development of bid package materials; announcements to qualified contractors; organizing and managing a mandatory site visit for contractor bidders; response to questions; contractor selection; and contracting.

2.2 Bid Package Technical Support (Engineering Project Consultant)

Development of construction plan sets and specifications for the construction contractor, leading the mandatory site visit for contractor bidders, assisting RCD staff in response to questions and contractor selection.

Task 3 – Construction

Implementation of the crossing stabilization at Dark Gulch Creek, and associated surface road drainage improvements.

3.1 Construction Oversight (RCD Staff)

Management of the construction project. Includes: scheduling and coordination with County Parks staff, construction contractor, project engineer and biomonitoring consultant; coordination with regulatory agencies on permit compliance; photo-monitoring before/during/after construction; project updates to project partners and stakeholders. Also includes qualified RCD staff providing back-up biomonitoring, as needed.

3.2 Construction Engineering Observations and Monitoring (Engineering Project Consultant)

Onsite monitoring by the project engineer during construction; soils compaction testing by geotechnical engineer; post-construction monitoring by the project engineer.

3.3 Construction of Dark Gulch (Construction Contractor)

Reconstruction of the Dark Gulch crossing per construction plansets and specifications.

3.4 Installation of Road Drainage Improvements (Construction Contractor)

Installation of surface drainage improvements on Old Haul Road between Wurr Road and the Dark Gulch crossing site.

Task 4 – Permit Compliance

Construction biomonitoring and compliance with other permit requirements related to resource protection.

4.1 Construction Biomonitoring (Consultant Biologist)

Implementation of construction biomonitoring requirements which are expected to include pre-construction species surveys, worker environmental awareness training, daily morning monitoring sweeps, on-call qualified biologist.

4.2 Noise Deterrence and Other Permit Compliance (RCD Staff, as needed, and at the request by County Parks)

Qualified RCD staff provide assistance (as needed) with implementing species protection measures, including, but not limited to, pre-construction noise deterrence requirements and other measures in the final Lake and Streambed Alteration Agreement.

Budget

In coordination with County Parks, the RCD applied for Clean Water Act section 319(h) 2019 Nonpoint Source Grant funding (319 Grant) to help pay for this Old Haul Road Phase 4 work, and the project was awarded \$800,000. The following Phase IV budget includes items that will be paid for by the 319 Grant.

	319 Grant	County
TASK 1 -PROJECT ADMINISTRATION		
1.1 Project management/coordination (RCD Staff)		\$ 27,807.00
TASK 2 -BID PROCESS		
2.1 Bid Materials Development and Administration (RCD Staff)		\$ 7,268.00
2.2 Bid Package Technical (Consultant)		\$ 15,000.00
TASK 3 -CONSTRUCTION		
3.1 Construction Oversight (RCD Staff)		
RCD Staff		
Note: 319 Grant money can be used to pay for RCD Staff time, but no indirect costs. To enable use of the grant money to help pay for RCD construction oversight staff costs, County is covering RCD's indirect costs. Amount is RCD's Federally Negotiated	\$ 76,610.00	\$ 24,660.76

Indirect Cost Rate of 32.19% on RCD Staff time. This will be billed quarterly to County as these staff costs are accrued.		
Expenses: Mileage, supplies, permit fees, rental sat phone, signs	\$ 11,044.80	
Expenses: Mileage, supplies, permit fees, rental sat phone, signs	\$ 11,044.80	
3.2 Construction Engineering Observations and Monitoring (Consultant)	\$ 69,800.00	
3.3 Construction of Dark Gulch Crossing (Contractor)	\$ 580,845.00	\$ 1,888,155.00
3.4 Installation of Road Drainage Improvements (Contractor)		\$ 120,000.00
TASK 4 -PERMIT COMPLIANCE		
4.1 Construction Biomonitoring (Consultant)	\$ 61,700.00	
4.2 Noise Deterrence & Other Permit Compliance (RCD Staff) Back-up assistance provided as needed and at request of County Parks. (Assumes 50 instances, and includes associated mileage.)		\$ 19,700.00
TOTALS	\$ 800,000	\$ 2,102,591

RCD hourly rates invoiced to the County are as follows:

- Conservation Program Specialist \$73
- Program Manager \$98
- Executive Director \$144
- Program Specialist \$65
- Program Coordinator \$56
- Program Assistant \$45

The RCD revises hourly rates annually; listed rates are valid through December 31, 2019. Materials (e.g. permit fees, mileage, printing, postage) and subcontractor fees are invoiced at cost to RCD (no markup). State mileage rate for 2019 is \$0.58/mile.

Invoicing and Reporting

The RCD invoices no more frequently than every 30 days. 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.

The Project engineer will prepare a final, as-built report with drawings if any adjustments are made from the 100% construction plan set for submission to permitting agencies and the County.

Regular biomonitoring during construction, per the permit requirements, will be conducted by COUNTY PARKS or its contractor. The RCD will provide biomonitoring as a back-up (e.g. if Parks Department biomonitor(s) are sick/unavailable) as long as RCD staff are available to do so.