

**AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
THE SAN MATEO RESOURCE CONSERVATION DISTRICT FOR
PROJECT MANAGEMENT, ENGINEERING SERVICES, AND
CONSTRUCTION TO REPAIR DAMAGED SERVICE ROADS IN
PESCADERO CREEK COUNTY PARK AND HUDDART COUNTY
PARK**

THIS AGREEMENT (“Agreement”) is entered into as of the 12th day of September 2023, 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 Huddart County Park that resulted from 2023 winter storm damage; and

WHEREAS, the Project consists of: (1) in-kind replacement of a washed-out culvert at Stovepipe Creek on Old Haul Road at Pescadero Creek County Park; and (2) the replacement of a culvert and repair and stabilization of the road crossing at Toyon Group Campground road at Huddart County Park; and

WHEREAS, the above-described damage has compromised the function and stability of the culverts and the roadways within these County parks; and

WHEREAS, CAL FIRE and Woodside Fire Protection District consider both Old Haul Road and Toyon Group Campground Road to be critically important access for firefighting in the Santa Cruz Mountains; and

WHEREAS, COUNTY PARKS has allocated a total not-to-exceed amount of \$703,000 for completion of the Project; and

WHEREAS, COUNTY PARKS secured funding for this purpose through 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; 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 storm damage road repair 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 Storm Damage Road Repairs 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 September 11, 2025, 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 Seven Hundred and Three Thousand dollars (\$703,000). 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:

To RCD:

Kellyx Nelson, Executive Director
San Mateo Resource Conservation District
625 Miramontes Street, Suite 103
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 of 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 of 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:

- X 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
Kellyx Nelson (Sep 1, 2023 22:51 PDT)
Contractor Signature

Sep 1, 2023
Date

Kellyx Nelson
Contractor Name (please print)



For County:

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, RCD shall provide the following services:

I. Project Summary

Numerous, severe winter rainstorms in December 2022 through March 2023 caused road washouts (i.e. failures) along roads that provide essential access for recreation and firefighting in Pescadero Creek County Park and Huddart County Park.

1. Stove Pipe Creek Crossing, Pescadero Creek County Park. (Site 531 in the Pescadero-Butano Watershed County Road Inventory and Sediment Assessment (2022)).

A large (car-sized) hole formed in Old Haul Road at this creek crossing (37° 15' 03.0"N 122° 13' 25.3"W) where the culvert had rusted out. To restore fire response access along Old Haul Road (which provides east-west access for the park and neighboring properties and communities) and avoid more costly repairs and further erosion into the creek during the 2023-2024 winter, San Mateo County Parks Department (Parks) and San Mateo Resource Conservation District (RCD) plan to repair this failed crossing in September and October 2023 after marbled murrelet nesting season under Parks' Routine Maintenance Program permits. In 2021 Tim C Best, Engineering Geologist, evaluated this crossing, identified the failing culvert and developed recommendations and designs for replacement of the crossing that are still applicable regardless of the current failure.

2. Campground Road and Richards Road (Huddart County Park)

Due to a large landslide caused by the intense storms, at least 50 feet of Richards Road (37° 26' 34" N, 122° 17' 22" W) along the end side of the park was lost. A large culvert failure and landslide at McGarvey Gulch Creek crossing on Campground Road (37 26'14" N, 122 17'50" W) led to the road washing out at this location. Both roads serve as important fire response and recreation access, and the combined loss of access at these sites leaves a severely limited connection for CAL FIRE and Woodside Fire Protection District vehicles between Skyline Road and Highway 280 through this area.

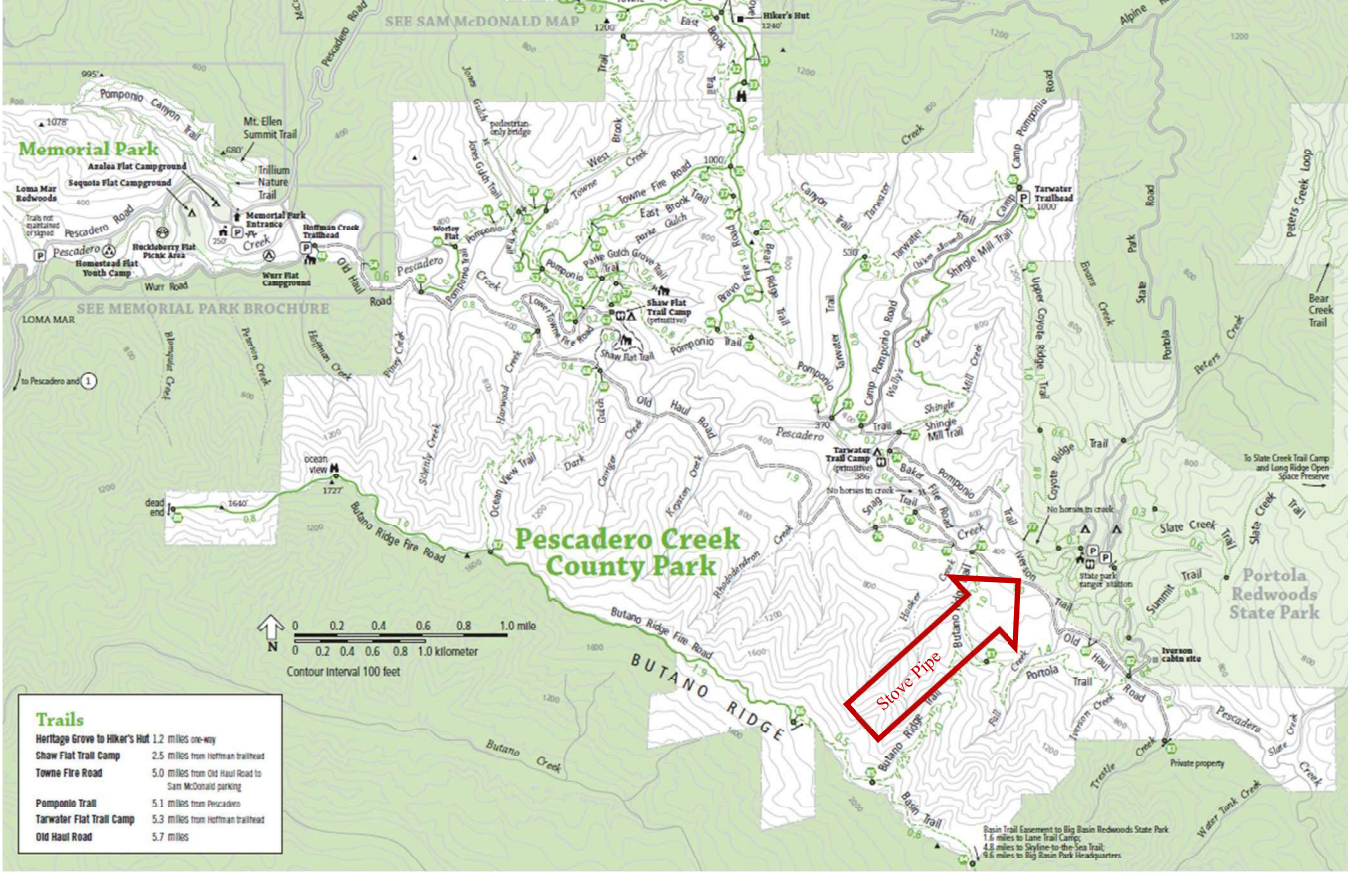
For Richards Road the repair is effectively infeasible because the road runs right along a creek and was originally cut into a very steep and unstable slope, leaving no option for realigning the road at the failure site by cutting into the hillside. Furthermore, the site of the landslide that caused the road failure is on a much larger landslide meaning that designing and reconstructing a safe roadway here would require significant civil engineered structures (e.g., retaining walls or a bridge) which would cost millions and likely take years to plan and implement.

For Campground Road the repair is challenging but feasible. Preliminary assessment of the site indicates that repair will involve removing the remaining, unstable fill; installing a large-diameter culvert that can convey 100-storm flows; and reconstructing the crossing a small distance upslope/stream with a small retaining wall at the toe of the crossing. Note that unlike the Stove Pipe crossing, this repair will require significant additional site evaluation and civil engineering design work for planning. Additionally, to allow for construction in fall of 2024, this project will need to be included in the County's 2024 project list for its routine maintenance program permits.

Pescadero Creek Park Complex

LEGEND

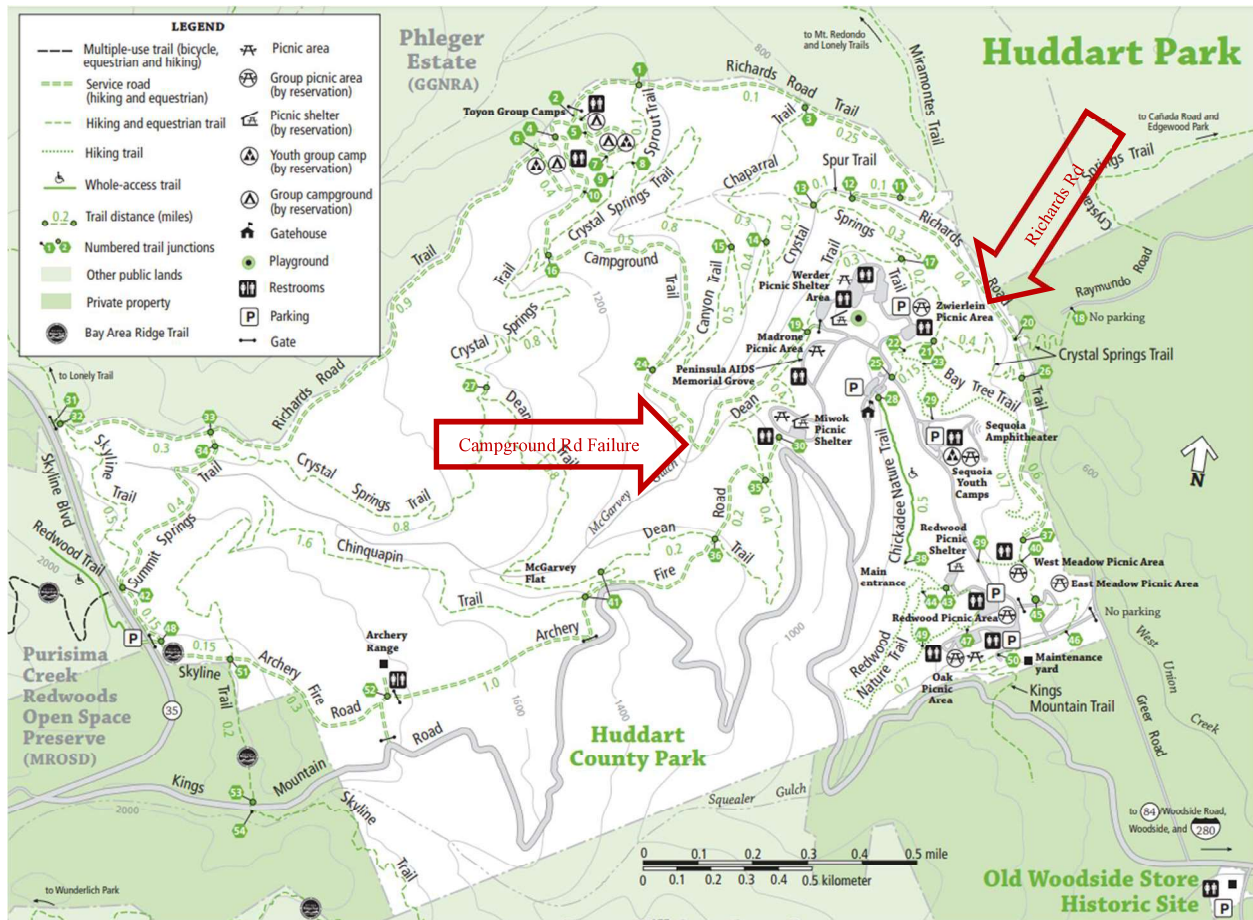
- Multiple-use road (by bicycle/hiking)
- Multiple-use trail
- Hiking/questing road
- Hiking/questing trail
- Hiking trail
- Trail distance (miles)
- Numbered trail junctions
- Parking
- Restrooms
- Other public lands
- Private property
- Picnic area
- Group picnic area (reservable)
- Campground
- Group campground (by reservation)
- Youth group campgrounds (by reservation)
- Ranger station
- Gate
- Bridge
- Hecching post



Trails

Heritage Grove to Hiker's Hut	1.2 miles one-way
Shaw Flat Trail Camp	2.5 miles from Hoffman trailhead
Towne Fire Road	5.0 miles from Old Haul Road to Sam McDonald parking
Pomponio Trail	5.1 miles from Pescadero
Tarwater Flat Trail Camp	5.3 miles from Hoffman trailhead
Old Haul Road	5.7 miles

Basin Trail Extension to Big Basin Redwoods State Park
 1.6 miles to Lane Trail Camp
 4.8 miles to Skyline-to-the-Sea Trail
 6.8 miles to Big Basin Park headquarters



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 2023 Storm Damage Road Repairs projects described above. Tasks may include, but are not limited to, the following:

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

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 the necessary permitting through its Routine Maintenance Program permits 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 biomonitors during construction.

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

The engineering project consultant will develop engineering designs and geotechnical evaluations for the Campground Road Project. 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. (Note that the Stove Pipe crossing repair requires only minor additional engineering design work.)

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 (Stove Pipe and Campground Road) 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	Est. cost
1. Project Management, Oversight and Coordination (RCD Staff & Materials)	\$23,000
2. Engineering Design and Construction Oversight (Engineering Project Consultant)	
2a. Stove Pipe Crossing	\$15,000
2b. Campground Road	\$65,000
3. Construction (Contractor)	
3a. Stove Pipe Crossing	\$300,000
3b. Campground Road	\$300,000
Total	\$703,000

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:

September 12, 2023 – September 11, 2025

M. Rate Schedule:

RCD hourly rates will be invoiced as follows:

Program Specialist \$103

Program Manager \$113

Executive Director \$203

Administrative Officer \$147

Project Manager \$103

Program Coordinator \$66

Rates are applicable through June 30, 2024. Materials (e.g. permit fees, mileage, printing, postage) and subcontractor fees will be invoiced at cost to RCD (no markup).