

Agreement No. \_\_\_\_\_

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND Kimley-Horn and Associates, Inc.**

This Agreement is entered into this \_\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Kimley-Horn and Associates, Inc. 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 to provide full design services including electrical and civil design services alongside construction support for the implementation of Electric Vehicle Supply Equipment Infrastructure to support the widespread adoption of electric vehicles across San Mateo County's fleet.

**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

Exhibit C--Site List

**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.

**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 performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Six Hundred Forty-Nine Thousand Eight Hundred Sixty-One Dollars and Zero Cents (\$649,861.00). 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 Tuesday, September 9, 2025 through Sunday, September 8, 2030.

#### **5. Termination**

This Agreement may be terminated by Contractor or by the Director or his/her 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 to 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**

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 to the extent caused by the negligence, recklessness, or willful misconduct of the Contractor in the performance of any work or services required of Contractor under this Agreement, or payments made 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;
- (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; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent passive negligence of County and/or its officers, agents, employees, or servants. 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 or actively liable by reason of its own negligence or willful misconduct.

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 and 2782.8 of the California Civil Code.

### **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.

## **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**

### **10.1. 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 where commercially available 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.

### **10.2. 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.

10.3. 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:

- (a) Comprehensive General Liability..... \$1,000,000
- (b) Motor Vehicle Liability Insurance..... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance with the exception of professional liability, 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.

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

## **12. Levine Act Compliance**

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

## **13. Non-Discrimination and Other Requirements**

### **13.1. 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.

### **13.2. 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.

### **13.3. 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.

### **13.4. 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.

### 13.5. 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.

### 13.6. 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.

### 13.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer 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 the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, 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 Contractor 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 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.

### **13.8. 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.

### **14. 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.

### **15. 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.

### **16. 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.

#### **17. 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.

#### **18. 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 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: Mohamed Abdelsalam/Capital Project Manager  
Address: 555 County Center, Redwood City, CA, 94063  
Telephone: (650) 599-7602  
Email: mabdelsalam@smcgov.org

In the case of Contractor, to:

Name/Title: Michael Mowery, Sr./Vice President  
Address: 4637 Chabot Drive, Suite 300, Pleasanton, CA 94588  
Telephone: (925) 398-4852  
Email: mike.mowery@kimley-horn.com

#### **19. 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.

## 20. 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.

## 21. Intellectual Property

### 21.1. Intellectual Property Rights

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

2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.

3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.

4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.


5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.

6. Contractor agrees that before commencement of any subcontract work it will incorporate this **SECTION** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

SIGNATURE PAGE TO FOLLOW

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

For Contractor: Kimley-Horn and Associates, Inc.

|   |          |                                |
|---|----------|--------------------------------|
| <small>DocuSigned by:</small><br><br><small>C8A5B0C74CCB4AA...</small> | 9/2/2025 | Mike Mowery                    |
| Contractor Signature  | Date     | 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

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

Contractor shall provide full design services including electrical and civil design services, alongside construction support, for the implementation of Electric Vehicle Supply Equipment (EVSE) Infrastructure to support the widespread adoption of electric vehicles across San Mateo County's fleet.

### **Kick-off Meeting**

The project will begin with a kick-off meeting between the County and the project team. During this meeting, contractor will discuss the overall EV program and the schedule for the rollout of the various sites. For each site, contractor will review any existing site information and address any technical questions related to civil, electrical, and structural aspects. The goal is to clarify uncertainties and propose efficient design solutions. The Contractor will also discuss the necessary items to officially start the design process, including detailed electrical as-builts (one-line diagrams and panel schedules), accessibility requirements and any prior utility coordination with PG&E regarding electrical capacity. Additionally, contractor will outline a project schedule per site that prioritizes key milestones.

### **Site Visit and Pre-Design**

Following the kickoff meeting, contractor will conduct a site visit to compare the existing conditions with any provided as-builts and make any necessary design adjustments. During the visit, contractor will also assess accessibility and integrate our findings into the preliminary design. Final charger locations and conduit routes will be determined to ensure minimal impact on existing facilities. Additionally, contractor will investigate the existing electrical capacity to evaluate available capacity for the design. The Contractor anticipates that all sites will have sufficient capacity to power the proposed charging stations with house power. If there is inadequate capacity for the desired number of charging stations, a new utility service will be required. The Contractor will also evaluate any potential environmental impacts, permitting requirements, zoning challenges and compile this into a comprehensive risk assessment with mitigation strategies in place. The Contractor will evaluate if accessibility will be required (and design accordingly) based on whether they are public facing or strictly for private fleet use. For each site, contractor will provide a Site Assessment Report detailing our findings, constraints and preliminary design concepts. The Contractor's team will reach out to jurisdictions to understand permit requirements, set pre-application meetings as needed and spell out the permitting process along with the associated timelines in the site assessment report. The contractor will thoroughly evaluate all aspects of the site to provide a comprehensive and effective design solution.

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### **Design Stage**

Once the site visit and the site assessment report is complete, the contractor will begin the design phase. This phase entails developing plans, specifications and estimates which we will share with the County for their review and feedback. The Contractor will also coordinate any pending items, such as field measurements and electric meter studies. At this stage, contractor will verify the existing electrical capacity through as-built documentation, site data collection, metering data, and/or load studies. If the current capacity is found to be inadequate, contractor will coordinate with the local utility provider to bring a new service to the site to power the charging stations. The goal is to ensure that the preliminary design meets all necessary requirements and lays a solid foundation for the final construction bids and design.

Additional services outside of those described in Exhibit A must be authorized by the County's representative in writing prior to commencing work.

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## SCOPE OF WORK TASKS/MILESTONES

### **Task 1.1: Site Survey and Data Collection**

Kimley-Horn will complete one trip to each project location to visit the site. As part of the site visit, we will note and photograph current electrical service, structural constraints, available space, and any unique site features. It is assumed that Kimley-Horn can travel to the site, conduct the required business at the site, and return home within one (1) day. If additional site visit effort is required beyond the scope of this task, it will be considered an Additional Service and be provided on an hourly basis in accordance with our then-current hourly rates.

Based on the site survey, we will prepare preliminary sketches of the site and a high-level layout based on the existing conditions noted in the field and from readily available aerial imagery.

#### Deliverables:

- Site Visit notes and photolog
- Preliminary Site Plan

### **Task 1.2: Feasibility Analysis**

Kimley-Horn will engage the AHJ to conduct research on AHJ permitting path and requirements for each site. As part of this due diligence we will document any findings including permit challenges, environmental impacts, and zoning regulations. We will also engage the local utility provider to understand the electrical load capacity and interconnection for the site. We will develop a preliminary risk assessment and recommend mitigation strategies.

### **Task 1.3: Site Assessment Report**

Kimley-Horn will compile our findings from the site visit and the feasibility analysis into a Site Assessment Report (SAR). One SAR is anticipated per location. The SAR will include documentation of our findings, constraints, and permitting path and preliminary design concepts.

#### Deliverables:

- Site Assessment Report
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### Task 2.1: Concept Site Design

Kimley-Horn will prepare a conceptual site plan of the proposed EV charger layout that is dimensionally accurate, and suitable for use in preparation of site civil construction documents, easements, and plats. This design will be based on County-provided survey and as-builts or an aerial if no existing documentation is available. This task includes identifying expected areas of the site which will be disturbed or impacted to accommodate for the required infrastructure to support the installation of the EV charging stations. Kimley-Horn will include the PG&E new service equipment location if the information is received in a timely fashion. The purpose of this task is to validate the basis of design (test fit) and identify any conflicts that may require an alteration to the contracted area on property.

#### Deliverables:

- Concept Site Plan

### Task 2.2: Design Development Package

Kimley-Horn will build upon the Conceptual Design to complete the Design Development (DD) Package for each site. The DD Package will include plans, specifications, and an engineer's cost estimate. Plans will incorporate comments received from the previous design package as well as any environmental considerations. These plans will be designed to conform to the latest California Building Code (CBC), CalGreen, and AHJ Standards.

The Design Package is anticipated to include the following items:

- Design Plans
    - Cover Sheet and Project Notes
    - Existing Conditions Plan
    - Demolition Plan
    - Erosion Control Plan and Details
    - Horizontal Control Plan
    - Grading and Drainage Plan
    - Construction Details
    - Site Electrical Plan
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- Single Line Diagram
  - Electrical Calculations and Details
  - Structural Details for EV Charging Equipment
  - Draft Opinion of Probable Cost
    - Kimley-Horn will prepare one (1) Engineer's Opinion of Probable Cost of the proposed EV charging improvement scope with one (1) update. Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable cost are based on the information known to Kimley-Horn at the time and represent only Kimley-Horn's judgement as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the Opinion of Probable Cost.
  - Draft Specifications (We understand the County will draft the front end specs)
    - First draft of Technical Specification Chapters

We anticipate one (1) round of comments and one (1) meeting with the County during the design process. The first submittal with the County will be the 75% DD package, with the 100% DD as the final DD submittal. We understand that the 75% DD submittal will be used as the basis for County review and stakeholder coordination. Once approved, the final DD plans will be used for any Planning submittal with the AHJ.

Deliverables:

- 75% DD Plans and 100% DD Plans
  - Design Development Opinion of Probable Cost (ROM)
  - Design Development Technical Specification
  - Design Narrative
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### Task 2.3: Construction Document Package

Kimley-Horn will build upon the DD Package to create the Construction Documents Package. These plans will be designed to conform to the latest CBC, CalGreen, and AHJ Standards. Kimley-Horn will address and incorporate comments received from the DD Package. Changes to the site layout after the start of this task may result in additional services.

We anticipate one (1) round of comments and one (1) meeting with the County during the design process. The 100% Construction Document Plans will be used for the Building Permit submittal for plan review and AHJ permit approval.

#### Deliverables:

- 75% Construction Documents Plans and 100% Construction Documents Plans
- Opinion of Probable Cost (ROM)
- Project Technical Specification
- Structural Calculation Design Package
- Design Narrative

### Task 3: AHJ Permitting and Utility Coordination

Kimley-Horn will assist with the AHJ and all regulatory permit processes. This includes tracking of all required permits and the preparation of the applicable forms and compilation of the appropriate documents and plans for permit application submittal. Kimley-Horn will distribute comments and compile responses for up to two (2) rounds of comments from the jurisdiction. This task includes coordination with the associated AHJs as well as the electrical utility provider for service to the site for the proposed EV charging project. This task also includes coordination meetings during comment issuances to discuss plan check review comments.

### Task 4: Bid Support

Kimley-Horn will assist the County during the project bidding phase, as requested. This task will include converting the final Construction Document Package including Plans and Technical Specifications, into a comprehensive construction package in line with the County's procurement policies. Kimley-Horn will assist with the development of the evaluation criteria.

Other bid support tasks may include assistance with any pre-bid conferences, responding to any pre-bid requests for information (RFIs) or bidder inquiries and issuing addenda as necessary.

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#### Task 5: Construction Phase Services

Kimley-Horn may provide the Construction Phase Services listed below as applicable.

- **Construction Meetings and Coordination** – Kimley-Horn will attend (or conduct) a Pre-Construction meeting prior to the start of construction and attend up to one (1) construction coordination meeting per week via video or teleconference. The goal of the meetings is to facilitate communication between various stakeholders and resolve any design or construction issue that may arise.
- **Construction Observation Site Visits** – Kimley-Horn will conduct periodic site visits during key milestone dates to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of the Contractor's work but will be limited to spot checking and similar methods of general observation. Based on the site visits, Kimley-Horn will evaluate whether the Contractor's work is generally proceeding in accordance with the Contract Documents and will keep the County informed of the general progress of the work via construction reports.
- **RFIs** – Kimley-Horn will respond to reasonable and appropriate Contractor RFIs made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents shall be only by the County and will be issued by Kimley-Horn as necessary via ASI.
- **Shop Drawings and Material Submittals** – Kimley-Horn will review submitted shop drawings and materials data for general conformance with the Contract Documents. Kimley-Horn will evaluate and determine the acceptability of substitute or "equivalent" materials proposed by the Contractor.
- **Project Closeout** – Kimley-Horn will prepare a punch list and assist with final inspections during project closeout to verify that the project was completed in general conformance with the plan documents. Kimley-Horn will assist the County with reviewing the contractor payment applications associated with the work completed.

Kimley-Horn will have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor will Kimley-Horn have any authority or responsibility to stop, supervise, control, or direct the work of any Contractor. Kimley-Horn neither guarantees the performance of Contractors, nor assumes responsibility for any Contractor's failure to perform their work in accordance with the contract documents.

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#### Task 6: Project Management, Meetings and Coordination

Kimley-Horn will provide project management oversight of our team's activities and coordinate with the County and other stakeholders throughout the project's duration. This includes project administration, internal project coordination meetings, and quality control on our deliverables.

- **Kick-Off Meeting:** Kimley-Horn anticipates one (1) kick-off meeting
- **Project Meetings:** Kimley-Horn will schedule, prepare for, and lead regular progress meetings with the County and any stakeholders to inform progress and review outstanding and future action items. Meetings are anticipated to take place via video conference call. Kimley-Horn will prepare meeting agendas and provide minutes after each meeting.
- **Project Coordination:** The Kimley-Horn project manager and task managers will supervise, coordinate, and monitor the planning and design of the project. Kimley-Horn will coordinate with the County, stakeholders, and with various planning and design functional groups for the delivery of products.
- **Project Administration:** Kimley-Horn's administration efforts include initial development of the work plan, filing system, and timely processing of invoices.
- **Schedule Management:** Kimley-Horn will provide and maintain a comprehensive project schedule including key milestone dates. We will identify any critical path activities and work to mitigate delays.
- **Monthly Updates, Progress Summary, and Invoices**

#### Scope of Work Assumptions

- A. We assume that multiple sites will proceed in parallel, each with their own design package and that the work will happen within the next two years.
  - B. Chargers will be for the County's private fleet use and not for public charging.
  - C. Existing lighting and landscape will remain with minor disturbances.
  - D. A geotechnical report (with pavement recommendations) will be provided by the County if needed as part of improvements.
  - E. This project will be exempt from the California Environmental Quality Act (CEQA) via a Categorical Exemption or a Statutory Exemption (i.e., Senate Bill 922 and Senate Bill 44).
  - F. A project stormwater pollution prevention plan (SWPPP) is not anticipated or required.
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- G. This scope of work excludes any significant grading, wet utility design, analysis or report.
  - H. A hydrology and hydraulics report will not be required for this project. If such a report or related calculations are required, they can be provided, and an additional fee will be requested.
  - I. This project will be exempt from State Stormwater (MRP3.0) requirements, as we anticipate creating or replacing less than 5,000 square feet (SF) per site. We assume hydraulic modeling/continuous storm simulation calculations are not required, nor will hydromodification design.
  - J. No utility profiles will be required for this project.
  - K. Landscape impacts will be minimal. Any landscape areas disturbed would be replaced in kind with minimal need for landscape improvements. Any new or proposed landscape design services are not anticipated and can be included as an additional service.
  - L. Arborist services are not included and assumed not required as part of this project.
  - M. Record of Survey will not be required. Traffic Control for surveying will not be required. Construction Staking is not included.

#### **Optional Tasks**

The following tasks are not part of this initial scope of work but can be provided for an additional fee:

- Topographic and boundary survey
  - Underground utility locating
  - Photometric and lighting design
  - Landscape architecture and Irrigation Design
  - Site structural design apart from equipment foundations
  - Traffic control plans
  - Utility capacity studies and drainage studies
  - Power studies include arc flash reports
  - Record drawings
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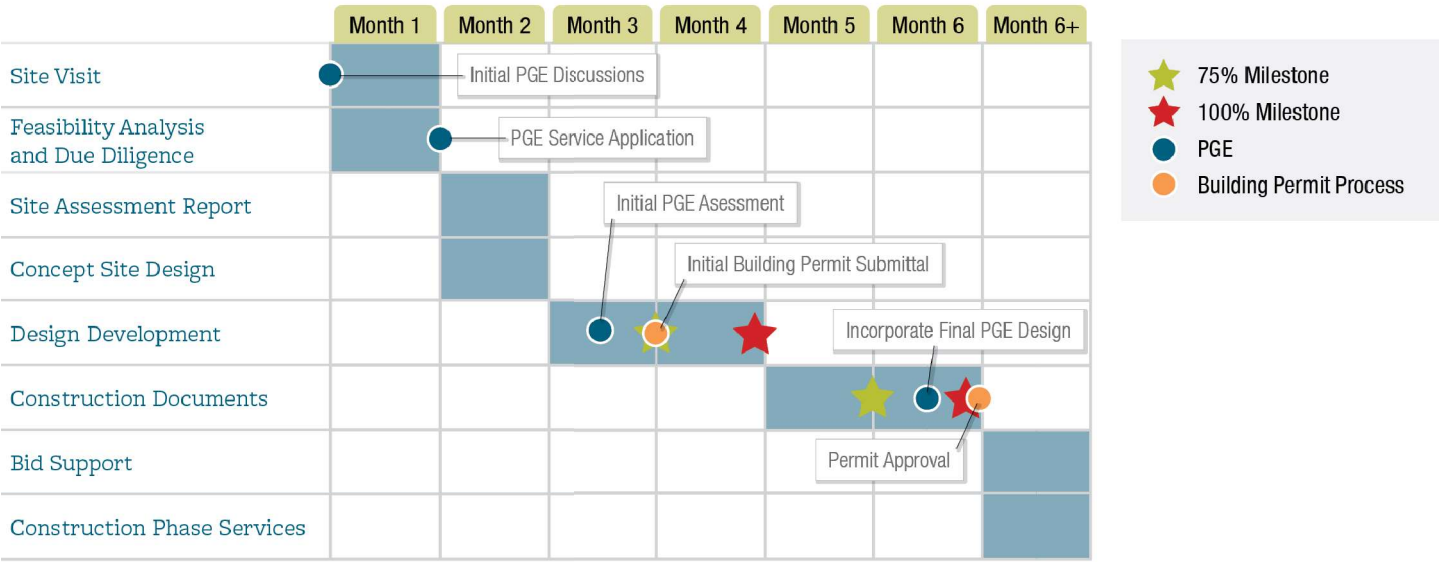
PROPOSAL FOR

Electric Vehicle Charger Infrastructure Design Services

P34C1



Proposed Schedule per Site



**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:

**Staff Rate**

| Line Item | Description                | Unit of Measure | Unit Cost |
|-----------|----------------------------|-----------------|-----------|
| 1         | Principal/Architect        | Per Hour        | \$375.00  |
| 2         | Project Manager            | Per Hour        | \$325.00  |
| 3         | Engineer                   | Per Hour        | \$260.00  |
| 4         | Designer                   | Per Hour        | \$175.00  |
| 5         | Estimator                  | Per Hour        | \$175.00  |
| 6         | Sub-Consultant (if needed) | Per Hour        | \$0.00    |
| 7         | Administration/Clerical    | Per Hour        | \$160.00  |

Estimated cost by task using Scope of Work in Exhibit A

| Line Item    | Description   | # of Ho... | Unit of Measure | Unit Cost  | Total                 |
|--------------|---|------------|-----------------|------------|-----------------------|
| 8            | Pre-Design and Site Assessment                              | 324        | Hour            | \$233.0557 | \$75,510.0468         |
| 9            | Design Milestones and Rough Order of Magnitude Deliverables | 1620       | Hour            | \$199.6297 | \$323,400.114         |
| 10           | Permitting and Regulatory Coordination                      | 350        | Hour            | \$250.4285 | \$87,649.975          |
| 11           | Bidding and Procurement Support                             | 124        | Hour            | \$261.129  | \$32,379.996          |
| 12           | Construction Phase Services                                 | 198        | Hour            | \$250.4544 | \$49,589.9712         |
| 13           | Project Management and Coordination                         | 316        | Hour            | \$257.3731 | \$81,329.8996         |
| <b>Total</b> |   |            |                 |            | <b>\$649,860.0026</b> |

Invoice shall be submitted to the Department of Public Works at the completion of each billing period. Payment will be made within thirty (30) days of receipt in the Accounting Division, a written itemized invoice identifying the Agreement number, complete scope of work, specific work completed, location of work, and breakdown of charges.

In any event, the total payment for services of Contractor shall not exceed **\$649,861** and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

Remit invoices to:  
County of San Mateo  
Department of Public Works  
Attn: Accounting Unit  
555 County Center, 5th Floor  
Redwood City, CA 94063  
Email: [dpw\\_accounting@smcgov.org](mailto:dpw_accounting@smcgov.org)



**Exhibit C**

Preliminary outline of the Project sites is as follows:

| Facility Name                    | Facility Address                     | City           | L2 Charging Ports | DCFC Ports |
|----------------------------------|--------------------------------------|----------------|-------------------|------------|
| Regional Operations Center (ROC) | 501 Winslow St.                      | Redwood City   | 4                 |            |
| Grant Yard Motor Pool            | 752 Chestnut St.                     | Redwood City   | 16                | 22         |
| Coyote Point Park                | 1601, 1701 and 1900 Coyote Point Dr. | San Mateo      | 8                 | 6          |
| Agriculture/Weights and Measures | 863 Mitten Rd.                       | Burlingame     | 10                | 2          |
| Human Services Agency (HSA)      | 1500 and 1510 Fashion Island Blvd    | San Mateo      | 34                |            |
| East Palo Alto Gov. Center (EPA) | 2415 University Ave                  | East Palo Alto | 4                 | 2          |
| Tower Road Motor Pool            | 29, 30, 31, 32 Tower Rd.             | San Mateo      | 18                | 8          |
| Coroner's Office Elections       | 40 & 50 Tower Rd.                    | San Mateo      | 6                 | 2          |
| Youth Service Center (YSC)       | 222 Paul Scannell Dr.                | San Mateo      | 12                | 4          |
| Memorial Park                    | 8879 Pescadero Creek Rd.             | Pescadero      | 4                 | 2          |
| Half Moon Bay Airport            | 9850 Cabrillo Hwy                    | Half Moon Bay  | 14                |            |
| Maple Correctional Facility      | 1300 Maple St.                       | Redwood City   | 2                 | 8          |
| Human Services Agency (HSA)      | 2500 Middlefield Rd.                 | Redwood City   | 4                 |            |
| San Mateo Medical Center (SMMC)  | 225 37th Ave.                        | San Mateo      | 12                | 4          |
| <b>Total</b>                     |                                      |                | <b>148</b>        | <b>60</b>  |