

**AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
THE SAN MATEO RESOURCE CONSERVATION DISTRICT FOR
ADMINISTRATION OF CONTRACTS FOR THE
MAINLINE SEGMENT, THE WURR ROAD SEGMENT, AND
THE SEQUOIA FLAT MAINLINE SEGMENT OF THE
MEMORIAL COUNTY PARK WATER LINE REPLACEMENT
PROJECT**

THIS AGREEMENT (“Agreement”) is entered into as of the 11th day of January 2022 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”). When referenced together hereinafter, the entities are collectively referred to as “Parties”.

WITNESSETH:

WHEREAS, Memorial County Park (“Memorial Park”), a County-owned park located in located at 9500 Pescadero Creek Rd, Loma Mar, CA 94021, is managed and operated by the San Mateo County Parks Department (“County Parks”); and

WHEREAS, in 2015, the RCD and County Parks signed a Stewardship Memorandum of Understanding (“MOU”) for coordinating and completing projects within the Pescadero Creek Watershed; and

WHEREAS, the Memorial Park Water Line Replacement Project (the “Project”) aims to replace three (3) outdated pipelines within the Memorial Park water system: the mainline that connects the water storage facility with the water treatment plant, the Sequoia Flat Campground (SFC) pipeline, and the Wurr Road (WR) Pipeline; and

WHEREAS, once completed, the Project will improve water security and reduce the risk of catastrophic leaks in the Memorial Park water system; and

WHEREAS, County Parks has requested, and the RCD has agreed to provide, assistance in the implementation of the Project; and

WHEREAS, on or around June 29, 2020, COUNTY and the RCD entered into Agreement No. 39000-21-D001 (the “June 2020 Agreement”) by which RCD agreed to provide services including the advertisement, award, and administration of preconstruction and surveying contracts for the Mainline segment 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, because the Parties subsequently determined that additional Project services could be offered and implemented by RCD through its subcontractor Storesund Consulting, who provided engineering support to the RCD to develop a construction bid package (Plans, Specifications, and Estimates; PSE) for new potable water distribution lines within the network of waterlines called the “Coastal Streamflow Stewardship Project – Memorial Park”, the Parties entered a series of five amendments to the June 2020 Agreement to include the Wurr Road segment, and the Sequoia Flat Mainline segment into the Memorial Park Water Line Replacement Project (the “Project”); and

WHEREAS, COUNTY and the RCD desire to enter into a new agreement to complete the Memorial Park Water Line Replacement Project, which includes replacing the Mainline segment, the Wurr Road segment, and the Sequoia Flat Mainline segment; and

WHEREAS, the RCD has coordinated with County Parks on the scope of the Mainline segment, the Wurr Road segment, and the Sequoia Flat Mainline segment of the Project, as is set forth in this Agreement; and

WHEREAS, COUNTY and the RCD agree to the defined purpose and scope of the Project, which includes project management and coordination, contractor hiring, construction oversight, monitoring, as described in Exhibit A attached hereto and incorporated herein as “Services”; and

WHEREAS, the RCD is willing and able to provide the “Services” for the Memorial Park Water Line Replacement Project; and

WHEREAS, the RCD and COUNTY will continue the work to complete the Project to strengthen the infrastructure and to improve water security in anticipation for the grand opening of the 100th Anniversary of Memorial Park in 2024.

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 perform project management and coordination, contractor hiring, construction oversight, and monitoring to accomplish the goals of completing the Memorial Park Water Line Replacement 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 on December 31, 2022.

3. Funding and Method of Payment

- a. COUNTY 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 shall not exceed \$978,756. Any additional costs shall not be compensated without the prior written approval of COUNTY.
- b. Payments to the RCD will be on a reimbursable basis, conditioned upon the RCD's submittal of an itemized invoice, in a form reasonably satisfactory to COUNTY, with backup documentation to COUNTY, no more than once per month. Prior to reimbursement of expenses, COUNTY shall review and approve, in writing, the itemized invoice.
- c. Any individual contract change order requests by the RCD shall be presented to COUNTY in writing, no later than five business days of the change order determination, and require written approval from the County's Parks Director or his designee, before change order work may proceed.
- d. COUNTY agrees to reimburse the RCD for approved contract change orders, in accordance with the requirements of this Section 3.
- e. The RCD shall submit monthly billings, accompanied by the activity reports and invoices issued by the RCD's contractors and/or subcontractors or progress payments issued by the 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 shall pay the amount invoiced within ninety (90) days of receipt of the invoice, emailed to County Parks at:

PARKS_Accounting@smcgov.org

- f. The RCD shall advertise, solicit proposals, and award the contracts as set forth in the Scope of Work described in Exhibit A hereto.
- g. The RCD shall immediately notify County Parks of any contractor and/or subcontractor claim or change order disputes ("Contract Claims") that arise in connection with the Project, and County Parks shall reasonably cooperate with the RCD in its efforts to resolve such Contract Claims. As the RCD is serving as COUNTY's contract administrator and manager, COUNTY 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: Nicholas Calderon, 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

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

7. Mutual Hold Harmless

- a. It is agreed that COUNTY shall defend, save harmless and indemnify the RCD, its officers, employees, agents, and servants from any and all claims, suits, or actions or every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of COUNTY and/or its officers and employees.
- b. It is agreed that the RCD shall defend, save harmless, and indemnify COUNTY, its officers, employees, agents, and servants from any and all claims, suits, or actions or every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the RCD, and/or its officers, employees, agents, and servants.
- c. The RCD shall defend, hold harmless, and indemnify COUNTY 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 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, which consent shall be made at the COUNTY's sole discretion. Any such assignment or subcontract without COUNTY's prior written consent shall create no obligation on COUNTY, and shall give COUNTY the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Payment of Permits/Licenses

The RCD bears responsibility ensure that the RCD and any of the RCD's approved subcontractors obtain any and all licenses, permits, or approvals required from any and all government and regulatory agencies for work/services to be performed under this Agreement at the RCD's own expense prior to commencement of said work/services, and the RCD shall not be entitled to any additional compensation from 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. Failure to submit such itemized invoice will forfeit of any right to reimbursement under this Agreement.

10. 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 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 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. 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.

11. 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.

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

The RCD shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. The RCD's equal employment policies shall be made available to COUNTY PARKS upon request.

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

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

g. Reporting: Violation of Non-discrimination Provisions

The RCD shall report to the COUNTY's County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 11, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other

entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified the RCD that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

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

h. Compliance with Living Wage Ordinance

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

13. 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.

14. 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 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.

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 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 (Dec 17, 2021 12:16 PST)

Contractor Signature

December 16, 2021

Date

Kellyx Nelson

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

I. Detailed description of services to be performed by Contractor:

A. Scope of Work

The San Mateo Resource Conservation District (“RCD”), in partnership with San Mateo County Parks Department (“COUNTY PARKS”), aims to improve instream flow conditions in Pescadero Creek and improve water security for Memorial County Park (“Memorial Park”), located in upper Pescadero Creek Watershed, San Mateo County.

As part of its Water for Farms, Fish and People Program, the RCD has been working with domestic and agricultural water users to help conserve and strategically manage water resources within San Mateo County. The RCD, in partnership with COUNTY PARKS, has identified several pipeline replacement projects within COUNTY PARKS-owned properties that are critical to park operations and have added water conservation and instream benefits for salmonids and other wildlife.

The Memorial Park Water Line Replacement Project aims to upgrade critical segments of the aging Memorial County Park (“Memorial Park”) water distribution system. The next phase to be implemented includes the replacement of: the Mainline Segment, the Wurr Road Segment, and the Sequoia Flat Mainline Segment (“the Project”) which will replace approximately 3,130 linear feet of the existing water distribution system with High Density Polyethylene (HDPE) Pipe. Once completed, the Project will advance the upgrade to the Memorial Park Water Line Replacement Project to improve water security and reduce the chance of catastrophic leaks throughout Memorial Park.

The Project also provides strategic water use and environmental efficiencies, as the pipeline segments work in unison to deliver water to indispensable locations across Memorial Park. The Project will allow the Department to better conserve water by minimizing water leaks and will protect stream flows in Pescadero Creek especially during the drier summer months when stream flows at its lowest levels. These efforts will also preserve native steelhead trout and coho salmon habitats.

Memorial Park Mainline, Sequoia Flat, Wurr Road Replacement Task Allocations:

Task 1 – RCD Project Management and Coordination

The RCD will coordinate between project partners, contractors, landowners, and permitting agencies to complete project implementation tasks. This includes developing, executing, and managing contracts between San Mateo County Parks and subcontractors.

The RCD will prepare and submit invoices no less frequently than quarterly (with backup documentation) and status reports identifying progress on each task since last report, proposed work for the reporting period, and any anticipated issues.

Task 2 – RCD Construction Oversight and Biomonitoring

RCD staff will provide construction oversight and biological monitoring services during project implementation. RCD staff will ensure timely completion of the project.

RCD staff coordinate with Westland Contractors Inc. to address any issues that may arise during construction and will work with County Parks to address and resolve them in a quick

and efficient manner.

Task 3 – Construction Implementation

Westland Contractors will complete implementation of the Mainline, Sequoia line, and Wurr Flat line per design specs.

The 15% unforeseen conditions for each of the pipeline segments (Mainline, Sequoia, and Wurr Flat) will cover any change orders from Westland Contractors that may occur as a result of construction.

The 5% owner requested changes for each of the pipeline segments (Mainline, Sequoia, and Wurr Flat) will cover any requests by San Mateo County Parks staff to add additional construction components to the existing designs.

Task 4 – Engineering Oversight

Storesund Consulting will provide engineering oversight during construction to ensure all aspects of the project are built to designs specifications. Storesund Consulting will also provide as-built documentation of final project implementation.

B. Contracting Entity:

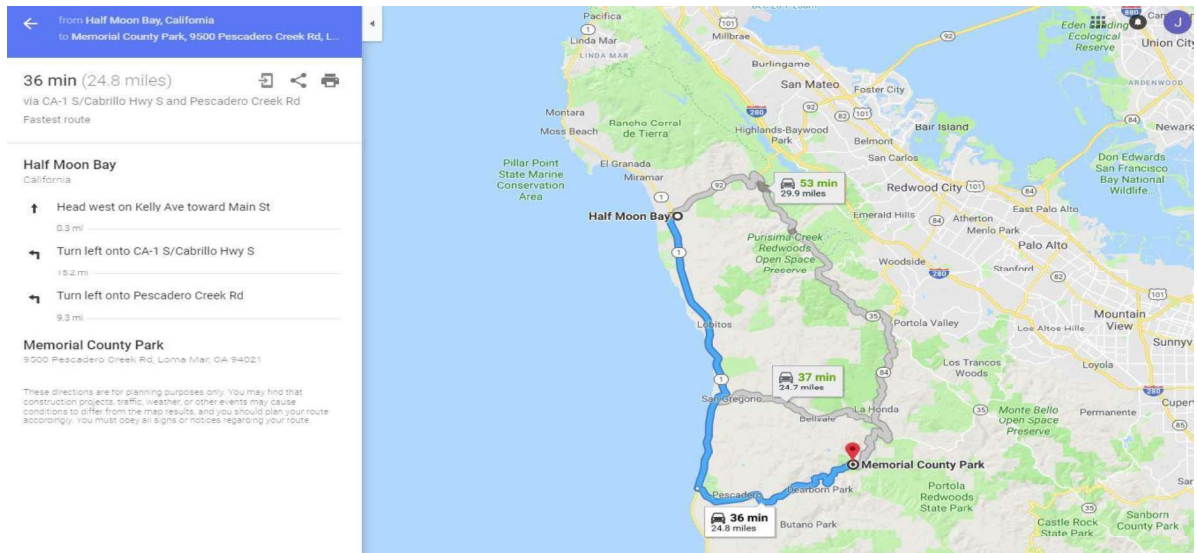
The RCD is the contracting entity and project manager on behalf of the landowner, San Mateo County Parks Department (COUNTY PARKS). The RCD is a non-regulatory public-benefit district that seeks to help people protect, conserve, and restore natural resources through information, education, and technical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

C. 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.

D. Location:

The project site is located within Pescadero Creek County Park located at 9500 Pescadero Creek Rd, Loma Mar, CA 94021 (see site location map).



E. Plans and Work Sites:

The RCD will be responsible for securing the following certifications from all subcontractor(s) providing work covered by this Agreement.

F. Certificate of Compliance:

i. Prevailing Wage Law

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

Eligibility requirements for subcontractor(s) 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).

ii. 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. 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.

G. Permits:

The RCD 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.

H. Inspections:

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

I. 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, including but not limited to, the protection of all plants, animals, and aquatic life.

J. Licenses:

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

K. Safety Plan:

A written safety plan shall be submitted to the RCD by the successful contractor/subcontractor(s) prior to the start of constructive activities.

L. Budget

Memorial Park Mainline Replacement

Task 1: RCD Project Management	\$29,428
Task 2: RCD Construction Oversight and Biological Monitoring	\$40,683
Task 2a: Mileage	\$1,000
Task 3: Construction Implementation – Westland Contractors	\$837,145
Task 4: Engineering Construction Oversight – Storesund	\$71,500
Total Cost	\$978,756

M. Schedule: January 2022 – December 2022

Project Timeline for Memorial Park Mainline Replacement

Task	Anticipated Start Date	Anticipated End Date
1 Project Management	January 2022	December 2022
2 Construction Oversight and Biomonitoring	January 2022	December 2022
3 Construction Implementation	January 2022	December 2022
4 Engineering Construction Oversight	January 2022	December 2022

N. RCD Fee Schedule

Title	Hourly Rate
Executive Director	\$171.56
Administrative Officer	\$109.19
Natural Resource Specialist	\$111.96
Senior Program Manager	\$103.85
Program Manager	\$88.64
Senior Project Manager	\$77.85
Project Manager	\$72.69
Biologist	\$65.05

Note: The RCD revises hourly rates annually; listed rates are valid through **December 31, 2022**. Materials (e.g., permit fees, mileage, printing, postage) and subcontractor fees are invoiced at actual cost to the RCD (no markup). State mileage rate for **2021-2022 is \$0.56*/mile.**

GSA* <https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/private-owned-vehicle-pov-mileage-reimbursement-rates>

II. Amount and Method of Payment:

Payment will be made within ninety (90) days of County's receipt of a written itemized invoice identifying the Agreement Number, complete scope of work, specific work complete, location of work, and breakdown of charges. Payment to the Contractor shall be made progressively by the County for the work and materials furnished under this Agreement in accordance with the provisions of Section 9 of the Standard Specifications of the County of San Mateo, State of California, which are identical with the Standard Specifications of the State of California, Business, Transportation, and Housing Agency, Department of Transportation, dated 2018, and are on file with the County Manager / Clerk of the Board, County of San Mateo.

Payments will be made only once for each location listed in this Exhibit A, once the work is completed and the County is properly invoiced. Invoices should be sent out monthly.

The total payment for services of Contractor shall not exceed the amount set forth in Section #3 of the Agreement, 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.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

III. Notice to Proceed

Contractor shall commence work upon receipt of a Notice to Proceed establishing start date, work duration, and completion date.

IV. Changes in Work

The County Parks Director, or the Director's designated representative, may order changes, in writing, to the scope or character of work which are mutually acceptable, either decreasing or increasing the amount and duration of Contractor's services. In the event that such changes are ordered, Contractor shall be entitled to compensation of all work previously directed by County and performed by Contractor prior to receipt of notice of change.

_____/_____
County / Contractor's Initials

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☐

a. Employs fewer than 15 persons.

☒

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Kellyx Nelson

Name of Contractor(s):

San Mateo Resource Conservation District

Street Address or P.O. Box:

80 Stone Pine Rd. Ste. 100

City, State, Zip Code:

Half Moon Bay, CA 94019

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Kellyx Nelson

Kellyx Nelson (Dec 17, 2021 12:16 PST)

Title of Authorized Official:

Executive Director

Date:

December 16, 2021

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."






RCD contract w/ San Mateo County Parks for Memorial Park Water Line Replacement Project (Sara Rev'd)

Final Audit Report

2021-12-17

Created:	2021-12-16
By:	San Mateo RCD (sign@sanmateorcd.org)
Status:	Signed
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"RCD contract w/ San Mateo County Parks for Memorial Park Water Line Replacement Project (Sara Rev'd)" History

-  Document created by San Mateo RCD (sign@sanmateorcd.org)
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