

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BRACEWELL ENGINEERING, INC.

This Agreement is entered into this 8th day of February, 2022, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Bracewell Engineering, Inc., hereinafter called "Contractor" or "BEI".

* * *

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 the Contractor be retained for the purpose of managing and overseeing the daily operations and maintenance of the Memorial Park Wastewater Treatment Plant and Wastewater Treatment System, including by providing a qualified Chief Plant Operator with the required certification to oversee wastewater system operation, emergency on-site response, and provide required laboratory and testing services.

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

Attachment I—§ 504 Compliance

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 FIFTY THOUSAND FIVE HUNDRED AND SEVENTY-EIGHT DOLLARS

(\$650,578). 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 February 12, 2022, through February 11, 2025.

5. Termination

This Agreement may be terminated by Contractor or by the Parks 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 of Parties

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

8. **Hold Harmless**

a. **General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, 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 active or 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 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 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**

a. **General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

(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, 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, 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.

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

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

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

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

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

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

14. Retention of Records; Right to Monitor and Audit

- (a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.
- (b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.
- (c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Public Records

All contracts become the property of the County and as such become public documents available for review by the public upon request. The California Public Records Act, Government Code Sections 6250 *et. seq.* ("CPRA"), defines a public record as any writing containing information relating to the conduct of public business. "Writing" means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. Any contract may be published and made available to the public as part of the County's approval process.

If any materials or information provided by Contractor to the County are designated by the contractor as "confidential" or otherwise exempt from disclosure under CPRA, and if a third party makes a request for disclosure of the materials under the CPRA, then County will notify Contractor of such request. Contractor shall then either: (i) authorize the County to release the documents or information sought; or (ii) if Contractor reasonably believes that the information is exempt from disclosure, direct the County not to release the materials. If Contractor directs that County not to release such materials, Contractor expressly agrees: (1) to intervene, at its own expense, in any court proceeding as the real party in interest should the third party requester seek to compel disclosure of the documents/information sought; and (2) to indemnify County for any direct costs (including attorneys' fees) or third party losses/damages incurred as a result of any action brought by a third party requester.

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 facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Nicholas J. Calderon/Parks Director
Address: 455 County Center 4th Floor, Redwood City, CA 94063
Telephone: 650-599-1386
Facsimile: 650-599-1721
Email: ncalderon@smcgov.org

In the case of Contractor, to:

Name/Title: Lloyd W. Bracewell PhD. RCE/Principal Engineer
Address: 155 Mast Street Unit 114, Morgan Hill, CA 95037
Telephone: 669-258-5820
Facsimile: 408-498-7045
Email: lloyd@bracewellengineering.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. Reimbursable Travel Expenses

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

- (a) Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- (b) Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- (c) Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- (d) Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- (e) The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living

metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.

- (f) The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- (g) Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- (h) Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

22. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

* * *

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

For Contractor: **[BRACEWELL ENGINEERING, INC.]**



Contractor Signature

12/30/2021
Date

Andrew Bracewell
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

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

Scope of Work:

The Contractor will perform the following services as requested by the San Mateo County Parks Department ("Department"). The Contractor will manage and oversee the daily operations and maintenance of the Memorial Park Wastewater Treatment Plant (WWTP) and Wastewater Treatment System, including by providing a qualified Chief Plant Operator with the required certification from the State of California to oversee wastewater system operation, emergency on-site response, and provide required laboratory and testing services.

Memorial Park Sewer & New Wastewater Treatment Plant

The following list of services are included in the monthly services charges.

1. Prepare, review and update Operations & Maintenance (O&M) Plan annually.
2. Daily recording and inspection of the wastewater system including the influent lift station, wastewater treatment plant, and effluent discharge pumpstation.
3. Daily data collection needed for records including mechanical equipment (pumps, screens, & flowmeters) hours, grit channel height level, number of effluent discharge events, dissolved oxygen level readings, verifications with handheld equipment, and chlorine levels.
4. Daily inspection and cleaning of the OR-TEC screen drive, the grit channel, and hopper trashcan. Cleaning processes shall be changed when necessary.
5. Manage/operate the Surge Anoxic Mix tanks (SAM tanks), Interactive SAM tanks, and Sequencing Batch Reactor (SBR) tanks. This requires adjusting sludge wasting levels. Biological treatment process adjustments may include the following: timing of aeration, anoxic, and static mode conditions, timing or dissolved oxygen level set points, and SBR train sequence or independence operation.
6. Perform all standard and emergency laboratory tests in accordance with schedules and requirements of current permits, analyze results, and take or recommend necessary action accordingly. Maintain laboratory records, equipment and order supplies as required.
7. Perform preventative maintenance on machinery and recommend to Utilities and Parks Managers any necessary plant repairs, including electrical systems, not outlined within contract and all facility related maintenance.
8. Perform plant building and storage tank inspection and cleaning activities.
9. Perform routine exercising and testing of valves and devices.

10. Monitor all plant and storage tank alarms.
11. Prepare and file quarterly and annual operational and laboratory result reports as currently required by the State Water Resources Control Board.
12. Add necessary chemicals to maintain acceptable quality levels necessary for operation of water treatment plants.
13. Review laboratory test results and other data to determine if changes are needed for appropriate treatment plant operations.
14. Laboratories to be used by contractor:
 - a. BEI Analytical Lab #3019
 - b. Alpha Analytical Laboratories, Inc. – Ukiah #1551
 - c. Alpha Analytical Laboratories, Inc. – Livermore #2728
 - d. Monterey Bay Analytical Services, Inc. #2385
15. Perform maintenance, calibration and operation of equipment.
 - a. Calibrate all flow meters, probes, and recorders at least once a year.
 - b. Inspect and maintain pumps at the lift station, wastewater plant, and pond pumphouse to ensure standards of operation. Any necessary pump repairs, including electrical systems, not outlined within the contract shall be recommend to County Parks.
 - c. Perform preventative maintenance on alarm system and controls, power sources, and controls to all mechanical equipment. San Mateo County will hire Electrician for electrical work.
 - d. Monitoring influent/effluent pumps and motors for efficiency drop-off, submersible pumps and service pumps, chemical feed systems including tubing replacements, cleaning and maintaining injection tap, cleaning moving parts on pumps, and calibrating pumps.
 - e. Clean and maintain chemical tanks once build-up/sludge starts to occur on the bottom of tank.
16. The Contractor will provide all necessary equipment, chemicals, spare parts, and tools for the routine operation and upkeep of the systems shall be stocked and ordered as needed.
17. Investigate and locate collection system breaks on an as needed basis. Once the repair is completed, a summary will be provided to the County with the following information: photographs of repair, location of the repair to be marked on system maps, summary email or report with cause of break, materials used for repair and any further recommendations. Time and materials related to this work will be billed as incurred.
 - a. Communication and response time expectations for responding to breaks include responding within 2 hours of notification of a potential break. Once the break is located, an update will be provided to the County with the approximate location, severity of break, and estimated time to repair the break. Updates on the status of the break will be provided to the County as the status changes or every 2 hours (billable to the County).
18. Create a Spill Report for Operations of Emergency Services (OES) and perform all necessary emergency mitigation duties if an incident occurs. Contact with OES will immediately follow the knowledge of any Incident that occurs.

19. Interpret data under unique circumstances or reconcile conflicting data from laboratory tests and other sources of information.

20. Provide direct supervision of County maintenance staff, contract employees and/or subcontractors, and coordinate with County authorized personnel for scheduling work activities and other operation related items.

21. Responsible for non-compliance notifications (except already existing notifications for DBPR), O&M manual updates.

22. Notify the Parks Department, or their designees, of noticeable facility repairs or needs. However, building and facility maintenance beyond operations is the County's responsibility.

23. Calibrate Dissolved Oxygen meters, Mixed Liquor Suspended Solids Meters, pH Meters, & Chlorine colorimeter as needed (Flow Meters to be calibrated by a subcontractor and billed for separately).

24. Monitor & Manage sludge accumulation in Fluidyne wastewater plant basins and coordinate the hauling of sludge as needed.

25. Contractor will be responsible for costs associated with all water sampling as required by the current permits at the time of the drafting of this contract. This includes but is not limited to: laboratory fees, sample bottles, materials and/or chemicals necessary to take samples, costs incurred with collecting and delivering samples. Costs associated with changes to the monitoring plan will be billed as incurred.

26. Track and document separately expenses for each system and for each system separate expenses for individual incidents such as leaks (provide location and dates), unexpected work, and cost associated with additional testing requirements that may arise.

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:

1. County agrees to pay Contractor within thirty (30) days upon receipt of a written itemized invoice identifying the County agreement number, task performed or task order (if applicable) and specific work completed. Payments may be made progressively, but only for work that is completed. Billing rates for services provided under this Agreement shall be based upon the Contractor's most current fee schedule or in reference to the attached rate schedule as seen and/or referred to as part of this Agreement. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

2. The County's total fiscal obligation under this Agreement shall not exceed **\$650,578** unless said amount is authorized to be increased by the Parks Director or his/her designee by written amendment to this Agreement.

Rate/Fee Schedule

Summary:

The total operations and maintenance cost by Bracewell Engineering, Inc. (BEI) for Memorial County Park, based on the scope of work submitted in the Wastewater Treatment System Services Request for Proposal is \$650,578 and includes three (3) total years of operation.

The 3-year services agreement with annual fees broken down is as follows:

- A. 2022 - \$196,603*
- B. 2023 - \$206,603*
- C. 2024 - \$216,392*

(Subject to approve from the Parks Department, a contingency amount of up to 5%* may be added to the annual budget in each year to cover for unforeseeable costs.)

Contractor will bill County for the annual fee monthly, within thirty (30) days after the end of each month during the term of this Agreement, in an amount equal to one twelfth of the annual fee applicable to the month in question. Year over year cost increases reflect annual rate of inflation, increased living costs for employees and employee demand, and the increased costs of materials and chemicals.

A. January 2022 – December 2022

Table 1
 Budget Proposal for Operations and Maintenance Services Contract
 January 1 2022 to December 31, 2022
 New Memorial Park Wastewater Treatment Plant
 Loma Mar, California

Task	Description	Quantity	Unit	Unit Cost	Cost	Total Cost
1	Routine O&M and RWQCB Monitoring					
	Operations Supervisor	416	Hr	\$ 134	\$ 55,744	
	Wastewater OIT	1248	Hr	\$ 79	\$ 98,592	
	Principal Engineer	24	Hr	\$ 222	\$ 5,328	
	Operator After Hours Alarm Callouts	0	Hr	\$ 119	\$ -	
	Total Suspended Solids	24	Ea	\$ 33	\$ 792	
	Biochemical Oxygen Demand (BOD)	24	Ea	\$ 47	\$ 1,128	
	Total N (TKN, Nitrate, and Nitrite)	24	Ea	\$ 57	\$ 1,368	
	Total Coliform (Multiple Tube)	24	Ea	\$ 68	\$ 1,622	
	<i>Subtotal</i>					\$ 164,574
2	Update O&M Manual					
	Operations Supervisor	16	Hr	\$ 134	\$ 2,144	
	Principal Engineer	8	Hr	\$ 222	\$ 1,776	
	<i>Subtotal</i>					\$ 3,920
3	Routine O&M for Lift Stations					
	Wastewater OIT	0	Hr	\$ 79	\$ -	
	<i>Subtotal</i>					\$ -
4	Non-Routine Maintenance for Treatment Plant & Lift Stations					
	Wastewater OIT	0	Hr	\$ 79	\$ -	
	Maintenance I	0	Hr	\$ 51	\$ -	
	<i>Subtotal</i>					\$ -
5	On-Call Operator for Emergency Response					
	Operator (on-call premium)	12	Hr	\$ 66	\$ 792	
	<i>Subtotal</i>					\$ 792
6	Preparation of Quarterly Water Board Reports					
	Quarterly Water Board Report	24	Hr	\$ 51	\$ 1,224	
	<i>Subtotal</i>					\$ 1,224
7	Preparation of Annual Water Board Report					
	Annual Water Board Report	10	Hr	\$ 51	\$ 510	
	<i>Subtotal</i>					\$ 510
8	Initial Startup Report to Water Board					
	Operations Supervisor	0	Hr	\$ 134	\$ -	
	<i>Subtotal</i>					\$ -
9	Electronic Reporting					
	Office Administration - Data Management	24	Hr	\$ 51	\$ 1,224	
	<i>Subtotal</i>					\$ 1,224
10	Expenses					
	Automobile	31200	Mi	\$ 0.61	\$ 19,032	
	Health & Workers Comp Insurance Surcharge	1	Ls	\$ 5,327	\$ 5,327	
	<i>Subtotal</i>					\$ 24,359
	TOTAL ANNUAL BUDGET					\$ 196,603
	MONTHLY BILLING					\$ 16,384

B. January 2023 – December 2023

Table 2
 Budget Proposal for Operations and Maintenance Services Contract
 January 1, 2023 to December 31, 2023
 New Memorial Park Wastewater Treatment Plant
 Loma Mar, California

Task	Description	Quantity	Unit	Unit Cost	Cost	Total Cost
1	Routine O&M and RWQCB Monitoring					
	Operations Supervisor	416	Hr	\$ 141	\$ 58,531	
	Wastewater OIT	1248	Hr	\$ 83	\$ 103,522	
	Principal Engineer	24	Hr	\$ 233	\$ 5,594	
	Operator After Hours Alarm Callouts	0	Hr	\$ 124	\$ -	
	Total Suspended Solids	24	Ea	\$ 35	\$ 832	
	Biochemical Oxygen Demand (BOD)	24	Ea	\$ 49	\$ 1,184	
	Total N (TKN, Nitrate, and Nitrite)	24	Ea	\$ 71	\$ 1,714	
	Total Coliform (Multiple Tube)	24	Ea	\$ 68	\$ 1,622	
	<i>Subtotal</i>					\$ 172,999
2	Update O&M Manual					
	Operations Supervisor	16	Hr	\$ 141	\$ 2,251	
	Principal Engineer	8	Hr	\$ 233	\$ 1,865	
	<i>Subtotal</i>					\$ 4,116
3	Routine O&M for Lift Stations					
	Wastewater OIT	0	Hr	\$ 83	\$ -	
	<i>Subtotal</i>					\$ -
4	Non-Routine Maintenance for Treatment Plant & Lift Stations					
	Wastewater OIT	0	Hr	\$ 83	\$ -	
	Maintenance I	0	Hr	\$ 54	\$ -	
	<i>Subtotal</i>					\$ -
5	On-Call Operator for Emergency Response					
	Operator (on-call premium)	12	Hr	\$ 69	\$ 832	
	<i>Subtotal</i>					\$ 832
6	Preparation of Quarterly Water Board Reports					
	Quarterly Water Board Report	24	Hr	\$ 54	\$ 1,285	
	<i>Subtotal</i>					\$ 1,285
7	Preparation of Annual Water Board Report					
	Annual Water Board Report	10	Hr	\$ 54	\$ 536	
	<i>Subtotal</i>					\$ 536
8	Initial Startup Report to Water Board					
	Operations Supervisor	0	Hr	\$ 141	\$ -	
	<i>Subtotal</i>					\$ -
9	Electronic Reporting					
	Office Administration - Data Management	24	Hr	\$ 54	\$ 1,285	
	<i>Subtotal</i>					\$ 1,285
10	Expenses					
	Automobile	31200	Mi	\$ 0.64	\$ 19,984	
	Health & Workers Comp Insurance Surcharge	1	Ls	\$ 5,593	\$ 5,593	
	<i>Subtotal</i>					\$ 25,577
	TOTAL ANNUAL BUDGET					\$ 206,630
	MONTHLY BILLING					\$ 17,219

C. January 2024 – December 2024

Table 3
 Budget Proposal for Operations and Maintenance Services Contract
 January 1, 2024 to December 31, 2024
 New Memorial Park Wastewater Treatment Plant
 Loma Mar, California

Task	Description	Quantity	Unit	Unit Cost	Cost	Total Cost
1	Routine O&M and RWQCB Monitoring					
	Operations Supervisor	416	Hr	\$ 147	\$ 61,318	
	Wastewater OIT	1248	Hr	\$ 87	\$ 108,451	
	Principal Engineer	24	Hr	\$ 244	\$ 5,861	
	Operator After Hours Alarm Callouts	0	Hr	\$ 130	\$ -	
	Total Suspended Solids	24	Ea	\$ 36	\$ 871	
	Biochemical Oxygen Demand (BOD)	24	Ea	\$ 52	\$ 1,241	
	Total N (TKN, Nitrate, and Nitrite)	24	Ea	\$ 75	\$ 1,795	
	Total Coliform (Multiple Tube)	24	Ea	\$ 68	\$ 1,622	
	<i>Subtotal</i>					\$ 181,160
2	Update O&M Manual					
	Operations Supervisor	16	Hr	\$ 147	\$ 2,358	
	Principal Engineer	8	Hr	\$ 244	\$ 1,954	
	<i>Subtotal</i>					\$ 4,312
3	Routine O&M for Lift Stations					
	Wastewater OIT	0	Hr	\$ 87	\$ -	
	<i>Subtotal</i>					\$ -
4	Non-Routine Maintenance for Treatment Plant & Lift Stations					
	Wastewater OIT	0	Hr	\$ 87	\$ -	
	Maintenance I	0	Hr	\$ 56	\$ -	
	<i>Subtotal</i>					\$ -
5	On-Call Operator for Emergency Response					
	Operator (on-call premium)	12	Hr	\$ 73	\$ 871	
	<i>Subtotal</i>					\$ 871
6	Preparation of Quarterly Water Board Reports					
	Quarterly Water Board Report	24	Hr	\$ 56	\$ 1,346	
	<i>Subtotal</i>					\$ 1,346
7	Preparation of Annual Water Board Report					
	Annual Water Board Report	10	Hr	\$ 56	\$ 561	
	<i>Subtotal</i>					\$ 561
8	Initial Startup Report to Water Board					
	Operations Supervisor	0	Hr	\$ 147	\$ -	
	<i>Subtotal</i>					\$ -
9	Electronic Reporting					
	Office Administration - Data Management	24	Hr	\$ 56	\$ 1,346	
	<i>Subtotal</i>					\$ 1,346
10	Expenses					
	Automobile	31200	Mi	\$ 0.67	\$ 20,935	
	Health & Workers Comp Insurance Surcharge	1	Ls	\$ 5,860	\$ 5,860	
	<i>Subtotal</i>					\$ 26,795
TOTAL ANNUAL BUDGET						\$ 216,392
MONTHLY BILLING						\$ 18,033

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:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

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

Signature:

Title of Authorized Official:

Date:

*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."