

**AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
THE SAN MATEO RESOURCE CONSERVATION DISTRICT FOR
PROJECT MANAGEMENT, PERMITTING, AND ENGINEERING
SERVICES FOR THE PESCADERO CREEK COUNTY PARK BRIDGE
PROJECT**

THIS AGREEMENT (“Agreement”) is entered into as of the 13th day of September 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”).

WITNESSETH:

WHEREAS, the Pescadero Creek County Park Bridge Project (the “Project”) consists of: (1) the demolition and removal of Baker Bridge in Pescadero Creek County Park (the “Park”), and (2) erosion control repairs and reinforcement at Trestle Bridge on Old Haul Road within the Park; and

WHEREAS, Baker Bridge is currently damaged beyond repair, rendering it no longer functional and a hazard to park users and the stream habitat; and

WHEREAS, both bridges provide critical emergency access within the Park and provide access to Old Haul Road from the north and east. CAL FIRE considers both Old Haul Road and Baker Fire Road to be critically important access for firefighting in the Santa Cruz Mountains; and

WHEREAS, San Mateo County Parks (“COUNTY PARKS”), a department within the County of San Mateo, requested assistance from the RCD for the implementation of the Project; and

WHEREAS, the San Mateo Resource Conservation District (“RCD”) is a special district formed and existing under the laws of the State of California that works in partnership with landowners and land managers to provide technical support during restoration projects that achieve watershed protection goals; and

WHEREAS, COUNTY PARKS has allocated a total not-to-exceed amount of \$468,705 for completion of the Project; and

WHEREAS, COUNTY PARKS secured funding for this purpose through the reallocation of one-time capital projects funding from Non-Departmental Services; and

WHEREAS, COUNTY PARKS and the RCD agree to the defined purpose and scope of the Project, which includes project management, permitting, engineering design, construction oversight, monitoring and reporting, as described more fully in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the RCD has coordinated with COUNTY PARKS on the scope of the Project and this Agreement; and

WHEREAS, the RCD is willing and able to provide project management, permitting, and engineering services (“Services”) for the Pescadero Creek County Park Bridge Project; and

WHEREAS, the RCD and COUNTY PARKS will continue the work to complete the Project, to strengthen the infrastructure and to improve roadway safety and water security within the Pescadero Creek Watershed.

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

1. Scope of Services

In accordance with Exhibit A to this Agreement, which is incorporated by reference as if set forth fully herein, the RCD will conduct project management and coordination services for the Pescadero Creek County Park Bridge Project.

2. Time of Performance/Term

The Services required to this Agreement shall commence after full execution of this Agreement by all parties, and shall terminate upon the completion of the Project or on September 12, 2025, whichever occurs earlier.

3. Funding and Method of Payment

- a.** COUNTY PARKS agrees to reimburse the RCD for payments made in connection with the Services, which are required for the completion of said Project, as described in Exhibit A of this Agreement. Reimbursements to the RCD shall not exceed Four Hundred Sixty-Eight Thousand Seven Hundred Five dollars (\$468,705). Any additional costs shall not be compensated without the prior written approval of COUNTY PARKS.
- b.** Payments to the RCD will be on a reimbursable basis, conditioned upon the RCD’s submittal of itemized invoices, in a form reasonably satisfactory to the COUNTY PARKS, with backup documentation to COUNTY PARKS, no more than monthly. Prior to reimbursement of expenses, COUNTY PARKS shall review and approve, in writing, the itemized invoice. Upon receipt of the invoice and approval of its accompanying documentation, COUNTY PARKS shall pay the amount invoiced within thirty (30) days of receipt of the invoice, emailed to COUNTY PARKS at:

PARKS_Accounting@smcgov.org

- c. Any contract change order requests by the RCD shall be presented to COUNTY PARKS in writing, within five business days from the date of determination, and require written approval from the COUNTY PARKS Director or his/her designee, before change order work or services may proceed.
- d. COUNTY PARKS agree to reimburse the RCD for approved contract change orders, in accordance with the requirements set forth in Exhibit A, Section VIII.K.
- e. The RCD shall advertise, solicit proposals, and award the contracts as set forth in the Scope of Work described in Exhibit A hereto.
- f. 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 PARKS’ contract administrator and manager, COUNTY PARKS shall indemnify and defend the RCD in connection with any and all Contract Claims, except to the extent that a Contract Claim arises out of the negligence or willful misconduct of the RCD.

4. Amendments

Any changes in the Services to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by COUNTY PARKS 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: Hannah Ormshaw, Assistant 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 PARKS. Nothing herein shall be deemed to create any joint venture or partnership arrangement between the COUNTY PARKS and the RCD.

7. Mutual Hold Harmless

- a. It is agreed that COUNTY PARKS shall defend, save harmless and indemnify the RCD, its officers, employees, agents, and servants from any and all claims, suits, or actions 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 PARKS and/or its officers and employees.
- b. It is agreed that the RCD shall defend, save harmless, and indemnify COUNTY PARKS, its officers, employees, agents, and servants from any and all claims, suits, or actions 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 PARKS from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, the RCD's representatives for Services provided under this Agreement.
- d. In the event of concurrent negligence (or intentional or reckless acts) of the RCD and/or its officers, employees, agents, and servants, on the one hand, and COUNTY PARKS and/or its officers and employees, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.
- e. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

The RCD shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by the RCD under this

Agreement without the prior written consent of COUNTY PARKS, which consent shall be made at COUNTY PARKS' sole discretion. Any such assignment or subcontract without COUNTY PARKS' prior written consent shall create no obligation on COUNTY PARKS, and shall give COUNTY PARKS the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. 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 PARKS in connection with obtaining such licenses, permits, or approvals. Any costs the RCD incurs for these services shall be reimbursable upon submittal of an itemized invoice to COUNTY PARKS. Failure to 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 PARKS with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the RCD's coverage to include the contractual liability assumed by the RCD pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to COUNTY PARKS of any pending change in the limits of liability or of any cancellation or modification of the policy. The RCD will ensure that all subcontractors hired to perform Services or work, under this Agreement, comply under the same requirements of this Section.

b. Workers' Compensation and Employer's Liability Insurance

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

during the entire term of this Agreement, such workers' compensation and employer's liability insurance.

c. Liability Insurance

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

1. Comprehensive General Liability\$1,000,000
2. Motor Vehicle Liability Insurance\$1,000,000
3. Professional Liability\$1,000,000

COUNTY and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to COUNTY and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the COUNTY or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, COUNTY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

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 PARKS makes final payment and all other pending matters are closed, and the RCD shall be subject to the examination and/or audit by COUNTY, a Federal grantor agency, and the State of California.

(b) The RCD shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by COUNTY.

(c) The RCD agrees upon reasonable notice to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY'S authorized

representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

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]

Contractor Signature

Date

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

EXHIBIT A

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

I. Background:

The San Mateo Resource Conservation District (“RCD”) is a non-regulatory, public agency that works in partnership with landowners/managers, and provides technical assistance to help with land management goals in a way that also restores and protects local watersheds. As part of its Rural Roads program, the RCD assists the San Mateo County Parks Department (the “Department”) with drainage and erosion control projects in Pescadero Creek County Park (the “Park”) to address legacy forest management impacts on high priority salmonid habitat in Pescadero Creek and ensure safe access for recreation and emergency response, and fire protection access.

Essential access for firefighting in the Santa Cruz Mountains is imminently threatened or already disrupted at creek crossings in the Park, and erosion at these sites is delivering excess fine sediment to the creek, harming spawning habitat for endangered anadromous fish. To restore fire road access and avoid further disruptions, and more costly repairs and erosion into the creek as damages expand, the Department and RCD plan to repair these sites in advance and in preparation of the upcoming 2022-2023 winter. Work would take place in or around September and October 2022 to avoid Marbled Murrelet nesting season.

The issues and required repairs at Trestle Bridge and the reconstruction of Baker Bridge (the “Project”) have been identified and defined by the project engineer Tim Best (certified engineering geologist). Trestle Bridge is on Old Haul Road, which provides east-west access at the Park and neighboring properties and communities. Baker Bridge is on a fire road trail that connects the Park with County roads to the north, and the adjacent Portola Redwoods State Park. CAL FIRE considers both roads to be critically important for fire response access.

- Erosion occurred at Trestle Creek bridge on Old Haul Road during heavy storms in 2021. Minor repairs are required to prevent this from expanding and causing scouring around the bridge abutments.
- Baker Bridge collapsed into Pescadero Creek when a very large Douglas fir tree fell in 2021. The existing bridge needs to be removed and replaced with a design sufficient for CAL FIRE vehicles.

II. Summary:

The Project consists of work at Trestle Creek Bridge on Old Haul Road, and Baker Bridge on Baker Fire Road is the only bridge crossing over Pescadero Creek within Pescadero Creek County Park to connect the park areas on the north and south sides of the creek. (Figure 1) CAL FIRE considers both Old Haul Road and Baker Fire Road to be critically important access for firefighting in the Santa Cruz Mountains.

Trestle Creek Bridge

Prior to the August 2020 CZU Lightning Fire the Trestle Creek Bridge had partially fallen into the creek and was impassable for fire response vehicles. When the CZU Fire broke out CAL FIRE requested that Parks restore access immediately. The Dark Gulch construction contractor, Giacomini, was already mobilized with appropriate equipment at the park, and, with engineering direction from Tim Best, Certified Engineering Geologist (CEG), they successfully repaired the bridge (using the original bridge) in just a few days.

In 2021, a small amount of erosion occurred near one of the bridge abutments. Minor repair to the upper bank stabilization around this bridge abutment is needed to prevent the erosion from expanding and causing scouring. Project Engineer Tim Best CEG worked with Giacomini to identify the causes of the issues and to develop an engineering and construction approach for the required repairs based on their unique knowledge gained from the 2020 project work.

Baker Bridge

In July 2021 it was discovered that a tree had fallen across this 100' long by 18' wide bridge, damaging it beyond repair, rendering it no longer functional and a hazard to park users and stream habitat. The damaged bridge is deteriorating and has a high risk of breaking apart further. Pieces that fall into the creek could damage creek spawning habitat for threatened and endangered anadromous fish and/or downstream structures (e.g., bridges). Removal of the damaged bridge will prevent these potential impacts and allow for interim emergency access until Parks can replace the bridge.

Ideally Baker Bridge could have been removed shortly after it was damaged in 2021, but the removal requires specialized construction equipment that is much larger and heavier than emergency response vehicles and the Baker Bridge site is very steep. To ensure safe access and working conditions, the bridge removal was delayed allowing for necessary engineering and construction planning as well as timing the work for driest site conditions.

Construction is expected to take about 6 weeks for Baker Bridge, and 1 day for Trestle Creek Bridge.

III. Scope of Work:

Task Allocation

A. Pescadero Creek County Park Access Project

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

The RCD staff will be responsible for these duties which will include time spent working on project management, oversight, and coordination of consultants' work, contracts, invoices, progress reports, and organizing and attending meetings and site visits. The RCD will coordinate with San Mateo County Parks on all aspects of project administration.

Task 2 –Engineering and Construction Design, and Consultation (Engineering Project Consultant, Tim Best)

Development of engineering designs for Baker Bridge will require specialized engineering work by multiple consultants. For both locations, the engineering project consultant will provide design and construction consultation services to assist with developing construction approaches, cost estimates, and information necessary for permit applications.

As part of this task, the engineering project consultant will provide technical direction and management of all work performed by the entire engineering consultant team. Additional administrative duties to be performed by the engineering consultant to facilitate design review and revision will include correspondence, and coordination with the RCD and County Parks staff, and preparation of technical documentation directly related to the Project.

Task 3 –Permitting Strategy and Assistance (RCD Staff)

The RCD staff will coordinate with County Parks staff to provide assistance as needed (and requested by the San Mateo County Parks Department) with obtaining the required regulatory approvals for project construction. Example of tasks may include, but not limited to: coordination with relevant agencies and organizations; review of permitting options and providing technical assistance on permitting strategy process that best positions the Project for implementation; preparation of permit applications, and environmental review documents.

Note: This task does not include payment of permit fees.

Task 4 – Construction

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

4.1 Overall Construction Oversight (RCD Staff)

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

4.2 Construction Engineering Oversight (Tim Best CEG, Engineering Project Consultant)

Onsite monitoring by the project engineer during construction

4.3 Construction (LD Giacomini, Construction Contractor)

Repair of Trestle Creek and removal of Baker Bridge per construction plans and specifications and direction of Tim Best CEG.

Task 5 – Post Construction Monitoring and Reporting (Baker Bridge only)

5.1 As Built Memo (Tim Best CEG, Engineering Project Consultant)

Site visits and preparation of brief memo summarizing construction outcomes with relevant “as-built” information for Baker Bridge

5.2 Photo Report and Ongoing Monitoring (RCD Staff)

Post-construction site visits and preparation of photo report and annual monitoring reports (for up to 5 years post construction) for submittal to permitting agencies.

Note: This task does not include payment of annual discharge fees.

IV. 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.

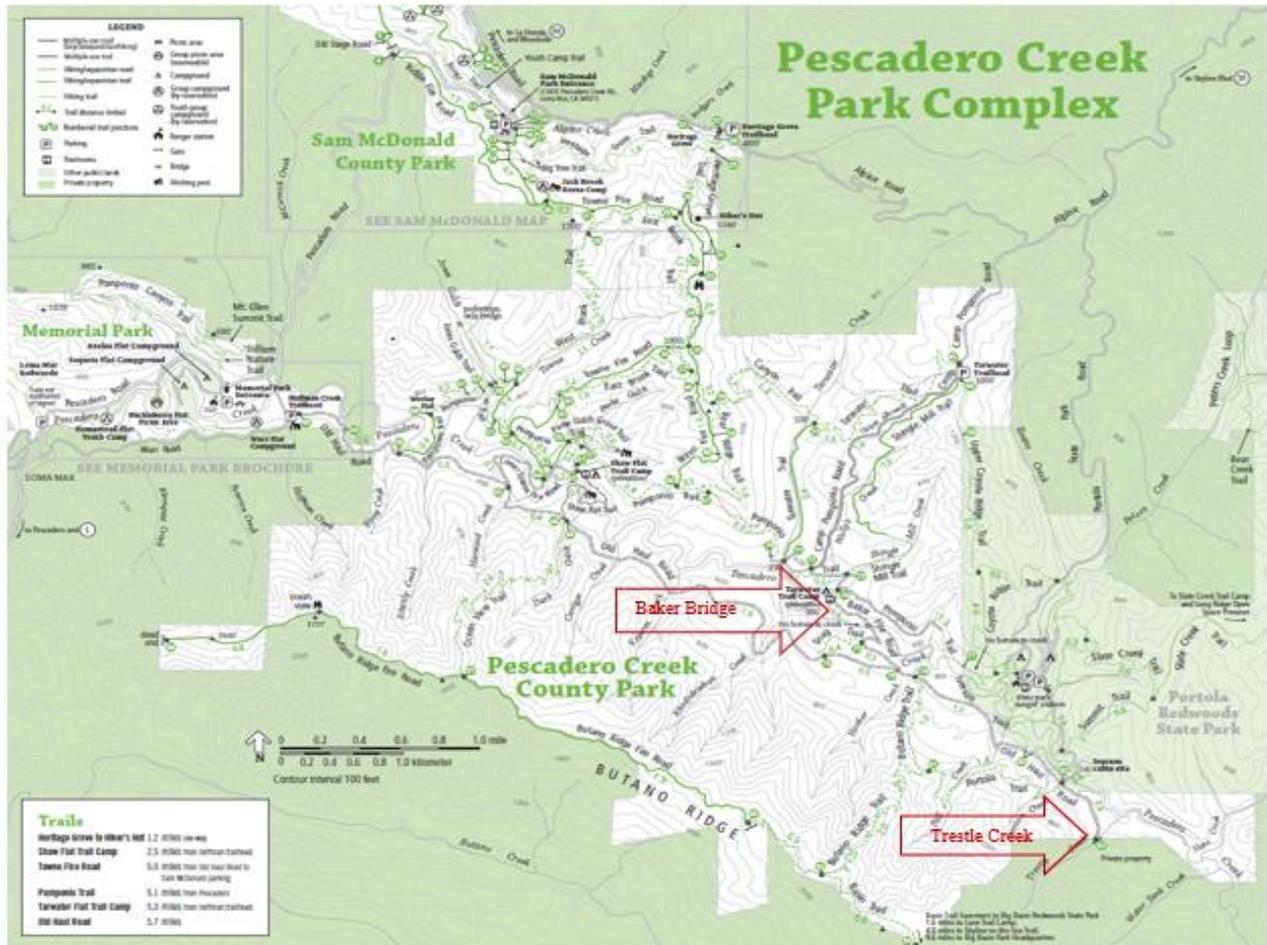
V. Notice of Funding:

The Project is funded by Non-Departmental Services.

VI. 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).

Figure 1. Project Sites



VII. Plans and Work Sites:

The RCD will be responsible for securing the following certifications from all subcontractors providing work covered by this Agreement:

- A.** The subcontractor is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the plans and specifications, and recognizes that: the plans used for the drawings of the work may differ from the actual physical site; dimensions in the plans are approximate, and before proceeding with the work, it will be the Contractor's responsibility to check the site in relation to the drawings and specifications. Report any discrepancies to the RCD and COUNTY PARKS and the project engineer.
- B.** The subcontractor has familiarized itself with all Federal, State, and local laws, ordinances, rules, and regulations that in any manner affect the cost, progress, or performance of the work.

VIII. Certificate of Compliance:

A. Prevailing Wage Laws and Labor Compliance Program:

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

Eligibility requirements for subcontractors for this Project include:

- Be in good legal standing with no outstanding judgments or liens owed to workers or to the State of California.
- Not be debarred from doing public works by the United States Department of Labor or any state that has public works debarment laws.
- Have a California Contractor's State License if one is required (non-construction contractors must provide their professional license number if one exists for their profession).

B. Registration Pursuant to Labor Code Section 1725.5:

All contractors and subcontractors who will perform any portion of the work must be currently registered with the Department of Industrial Relations (“DIR”) and qualified to perform public work pursuant to Labor Code Section 1725.5. Bids submitted by contractors, or including subcontractors, who are not registered will be rejected. No Contractor or subcontractor may be listed on a bid proposal for any work subject to this Agreement unless registered with the DIR. All calls for bids and contracts issued by the RCD will reflect these requirements.

C. Permits:

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.

D. Inspections:

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

E. Sensitive Areas:

The Project site is an environmentally sensitive area. The RCD shall take all precautions and measures necessary to protect the environmental integrity of the site, including but not limited to, the protection of all plants, animals, and aquatic life.

F. Licenses:

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

G. Safety Plan:

A written safety plan shall be submitted to the RCD by the successful bidder prior to the start of constructive activities.

H. Contract and Payment:

A contract will be awarded to the successful qualified contractor for all work described in this Exhibit A from the Scope of the Work. The not-to-exceed contract award is based on the actual Time & Materials for Services to complete the project. Submission of invoice for lump sum payment to the Contractor may be made following completion of work and final inspection, or progress invoices may be submitted for payment for completed work in accordance with the provisions described in Section 5 of the Request for Bids attached sample contract.

I. Bonds (if applicable):

The RCD shall ensure that all Contractors providing only construction related work under this Agreement shall provide a performance bond in favor of the RCD and COUNTY in the amount of one hundred percent (100%) of the contract price and a payment bond in favor of the RCD and COUNTY in the amount of one hundred percent (100%) of the contract price.

Contractor will provide signed copies of the following before commencement of the work:

- Material and Labor Payment Bond
- Performance Bond
- Certificate of Compliance

K. Invoicing and Reporting

The RCD shall invoice no more than once every 30 days or monthly. The RCD shall document work performed under this contract and provide, with each invoice, a status report of the work efforts outlined to COUNTY PARKS until funds are expended.

L. Budget:

Pescadero Creek County Park Access Repair Project

TASK 1 - PROJECT ADMINISTRATION	
1.1 Project management/coordination (RCD Staff)	\$7,000
TASK 2 - DESIGN	
2.1 Engineering and Construction Design, and Consultation (Consultant)	\$15,000
TASK 3 - PERMITTING	
3.1 Permitting Strategy and Assistance (RCD Staff)	\$10,000
TASK 4 - CONSTRUCTION	
4.1 Overall Construction Oversight (RCD Staff)	\$4,000
4.2 Construction Engineering Oversight (Consultant)	\$15,000
4.3 Construction (Contractor)	\$ 355,395
4.4 Construction contingency (15%)	\$53,310
TASK 5 - POST CONSTRUCTION MONITORING & REPORTING	
5.1 As Built Memo (Consultant)	\$2,000
5.2 Photo Report and Ongoing Monitoring (RCD Staff)	\$7,000
TOTAL	\$468,705

M. Schedule:

September 13, 2022 – September 12, 2025

N. Project Timeline:

Task	Anticipated Start Date	Anticipated End Date
1 Project Management	Contract start date	August 31, 2025
2 Permitting	Contract start date	September 15, 2022
2 Engineering and Construction Design	Contract start date	September 15, 2022
3 Construction	September 15, 2022	October 31, 2022
4 Monitoring and Reporting	September 15, 2022	August 31, 2025

O. Rate Schedule:

RCD hourly rates invoiced to the County are as follows:

- Conservation Program Specialist: \$93
- Program Manager: \$98
- Executive Director: \$170
- Administrative Officer: \$109
- Project Manager: \$79
- Project Coordinator: \$56

The RCD hourly listed rates are valid through June 30, 2023. 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 fiscal year 2023 is \$0.625/mile.