

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO OF SAN MATEO AND COTTON SHIRES AND ASSOCIATES, INC.

This Agreement is entered into this 27<sup>th</sup> day of September, 2022, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Cotton Shires and Associates, Inc. hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of geotechnical and geological report review services for the County of San Mateo Planning and Building Department.

**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

**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 Three Hundred Thousand Dollars (\$300,000), unless the County exercises its option provided in Section 4 of this Agreement, in which case the County's total fiscal obligation under this

Agreement shall not exceed Five Hundred Thousand Dollars (\$500,000). 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 October 1, 2022, through October 1, 2025.

The County may, in its sole discretion, exercise an option to extend the term for up to two (2) additional years under the same terms and conditions set forth in this Agreement, with the following exceptions: (1) the hourly rates and other costs for services set forth in Exhibit B may increase in year 4 and 5 in an amount not to exceed the 12-month percent change in the Consumer Price Index (CPI) for San Francisco Area published by the U.S. Bureau of Labor Statistics for the year preceding the option; and (2) by exercising the option, the total not-to-exceed amount for the Agreement is increased by \$200,000. The Community Development Director may exercise the County's option by providing written notice to the Contractor at least thirty (30) calendar days prior to the expiration of the initial term of the Agreement.

#### **5. Termination**

This Agreement may be terminated by Contractor or by the Community Development 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
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(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.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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 Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

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

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

**13. 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. 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.

**17. 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: Ellie Dallman, Administrative Services Manager  
Address: 455 County Center, 2<sup>nd</sup> Floor, Redwood City, CA 94063  
Telephone: 650/363-1855  
Email: edallman@smcgov.org

In the case of Contractor, to:

Name/Title: David T. Schrier, Vice-President  
Address: 330 Village Lane, Los Gatos, CA 95030  
Telephone: 408/354-5542 x 216  
Email: dschrier@cottonshires.com

## **18. 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.

## **19. 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.

## **20. 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 as well as starting and ending address for mileage reimbursement 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](http://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.

\* \* \*

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

For Contractor: **COTTON SHIRES AND ASSOCIATES, INC.**

David T Schrier  
Contractor Signature

Digitally signed by David T Schrier  
DN: cn=David T Schrier, o=Cotton Shires and  
Associates, Inc., ou, email=dschrier@cottonshires.com,  
c=US  
Date: 2022.09.06 10:03:35 -0700

September 6, 2022  
Date

David T. Schrier  
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:

Contractor will provide geologic and geotechnical peer review services for: 1) proposed projects subject to the Alquist-Priolo Earthquake Fault Zoning Act; 2) proposed projects subject to the Seismic Hazards Mapping Act; and 3) other projects within the County as deemed necessary by the Community Development Director, County Engineer or Building Official, as applicable and in accordance with the County's Zoning Code. The County may also request peer review of preliminary geologic and geotechnical scopes of investigative work proposed by project applicant consultants. The Contractor is available to attend meetings with County Staff, applicants, and/or applicants' consultants, as well as pertinent Planning Commission and County Board of Supervisors meetings for projects with geologic hazard concerns, upon request of the Community Development Director, County Engineer, or Building Official.

### **Overall Scope of Work Tasks - Geologic and Geotechnical Review Procedure**

Upon receiving written authorization (e.g., a transmittal with pertinent project information and scope) from the Building Official, Contractor will initiate peer review procedure, which typically involves three phases: 1) Geologic Data Compilation and Field Review, 2) a Review of submitted Geologic and Geotechnical Reports and Plans, and 3) Preparation of a Peer Review Letter. Contractor has found that this approach works best for geologically and geotechnically complicated projects such as proposed improvements/developments in recognized State and Local hazard zones.

1. Geologic Data Compilation and Field Review: this phase of the peer review provides an opportunity for the County Consultant (CSA) to inspect current site conditions and identify potential concerns and/or hazards which should be addressed by the applicant/developer's consultants. This first phase of the peer review includes the following tasks:
  - *compile and review available geologic and geotechnical data*, including the subject geotechnical report, published geologic and hazard maps, and any subdivision or property-specific technical maps and reports in Contractor office files or provided by the County;
  - *field reconnaissance of current site conditions* for proposed construction (including neighboring areas with potential impacts to the proposed development area). Record observations include topography (slope steepness, cut and fill slopes, etc.), cultural features (existing structures, utilities, foundation distress, etc.), drainage patterns and features (gullies, streams, ground water seeps, residential drainage, leachfields, etc.), and probable distribution of earth materials and geologic features (artificial fills, soil and colluvium, bedrock, landslide deposits, geologic contacts, faults, etc.). Site visits are typically performed in hillside environments, near suspected faults, and along creek channels. Site photographs acquired during site inspections will be maintained in Contractor project archives and will be provided to the County upon request.
  - *Geologic examination of fault trenches* completed for projects within mapped fault zones (San Andreas Fault, San Gregorio/Seal Cove Fault, Serra Fault, etc.); and
  - *Geologic and geotechnical engineering evaluation* of local conditions and available data with respect to proposed construction, and compilation of the CSA Geotechnical Review Sheet.

2. Review of Geological and Geotechnical Reports and Plans: investigative reports that have been prepared for proposed developments are reviewed and evaluated to ensure that:
- The report conforms to State guidelines (117A and 42) as applicable.
  - Site conditions and constraints have been properly characterized including potential seismic hazards and expansive soils, etc.
  - Supporting geologic and geotechnical data are adequate and consistent with conclusions concerning site conditions.
  - Geotechnical design criteria and construction recommendations are appropriate for the proposed development.
  - Particular attention is given to determining whether potential seismic hazards, slope instability, and expansive soils are addressed in geotechnical design recommendations for foundation design, earthwork activities and site drainage improvements; surface and subsurface drainage issues are of particular importance in areas of marginal slope stability.
  - The provisions of the County Zoning Code, and pertinent County hazard policies are satisfied.
  - County adopted California Building Code of Regulations (Title 24), Parts 2 and 2.5 are satisfied.
  - Buildings located in areas susceptible to liquefaction are designed in conformance with the ASCE/SEI 7-16/7-22 Standards, and other applicable Building Code Standards when adopted by the County.
3. Preparation of Peer Review Document: based on review and evaluation of the submitted geological and geotechnical reports, development plans and all other available data, a review document (**deliverable**) will be prepared in a format specified by the County that addresses the following, as applicable:
- Recommends either approval or non-approval of applicable permits for the particular development application; and
  - Recommends items (supplemental investigation and/or technical analysis or design criteria) to be addressed in order to demonstrate adequacy of the report and proposed mitigation methods.

### **Attendance at Meetings**

Contractor representatives will be available for attendance at meetings at County offices or via Zoom (or similar) to discuss property geologic and geotechnical constraints and facilitate resolution of outstanding items.

Contractor system of geotechnical review is structured so that experienced staff- and senior-level geologists and engineers generally perform the most time-consuming tasks (i.e., background search, compilation of data, preparation for field inspection and the actual mapping of site conditions) under the direction of Supervising/Managing or Principal Geologists and Engineers. Accumulated field data is evaluated in detail at Contractor's office by appropriate, Principal-level members of the staff. Pertinent geologic issues and engineering concerns are discussed with the Principals of the firm, and appropriate review comments or recommendations are formulated. Contractor shall have a number of qualified technical staff employed including multiple state licensed Geotechnical Engineers and Certified Engineering Geologists.

### **Schedule**

Contractor shall provide the above services to the County on an "on-call basis." Contractor shall complete formal peer review (deliverable) within 10 working days of receiving written authorization (formal transmittal) to proceed from the County.

## **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:

Contractor will provide services on a time and expenses basis, based on the hourly rates and other costs of services identified below.

<b><u>Personnel Charges:</u></b>	<b><u>Hourly Labor Cost</u></b>
Principal Geologist/Engineer	<b>\$215</b>
Supervising Geologist/Engineer	<b>\$180</b>
Senior Geologist/Engineer	<b>\$160</b>
Staff Geologist/Engineer	<b>\$125</b>

### **Other Costs of Services**

Vehicle Mileage	Federal
mileage reimbursement rate (see Section 20)	
Drone System .....	\$220/day
Inclinometer System .....	\$220/day
Piezometer Data Acquisition System .....	\$110/day
Total Station Surveying Equipment .....	\$325/day
GPS Surveying Equipment .....	\$430/day
Nuclear Moisture/Unit Weight Gauge .....	\$160/day
Rope Climbing Safety Equipment .....	\$270/day
Multi-Channel Seismograph System and ReMi .....	\$325/day
Nearmap Aerial Photographs.....	\$200/site

Contractor will charge an expedited surcharge fee of \$500 per permit for each expedited review when requested in writing by the Building Official (expedited review is defined as review within one week of receipt).

**Contractor shall submit monthly invoices for Services rendered during the prior month to [planning\\_fiscal@smcgov.org](mailto:planning_fiscal@smcgov.org), identifying the Agreement Number, specific work completed, the contract do-not-exceed amount, and the amount remaining unspent under this contract. County shall pay Contractor within thirty (30) business days of receipt of a satisfactory invoice.**

In no event shall payment for services exceed three hundred thousand dollars (\$300,000) without a signed written amendment to this Agreement. Notwithstanding the foregoing, in the event the County exercises its option as set forth in Section 4 of the Agreement: (1) the hourly rates and other costs for services set forth in Exhibit B may increase in year 4 and 5 in an amount not to exceed the 12-month percent change in the Consumer Price Index (CPI) for San Francisco Area published by the U.S. Bureau of Labor Statistics for the year preceding the option; and (2) by exercising the option, the total not-to-exceed amount for the Agreement is increased by \$200,000 for a total amount not to exceed \$500,000.