

Agreement No. _____

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
PARISI CSW DESIGN GROUP**

This Agreement is entered into this _____ day of _____, 20_____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Parisi CSW Design Group, hereinafter called "Consultant."

* * *

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 Consultant be retained for the purpose of providing pre-design evaluations for three (3) Mirada Road pedestrian bridge replacement and bank stabilization options, design of a pedestrian bridge replacement, coordination with subcontractors, coordination with the County's environmental permitting team and their environmental consultant (Denise Duffy and Associates), coordination with the City of Half Moon Bay and utility agencies, public outreach, hydraulic analysis; and optional tasks that may include assistance with permitting and grant applications, and, on an as-needed basis, construction support (review of submittals and schedules, responding to contractor RFIs, preparation of modifications or revisions related to the project's original scope of work, and development of a punch list).

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
Attachment IP – Intellectual Property

2. Services to be performed by Consultant

In consideration of the payments set forth in this Agreement and in Exhibit B, Consultant shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

Upon agreement by both County and Contractor, any substantive changes to the timeline, "not-to-exceed" amount, scope of work, or personnel must be approved in writing and will result in an amendment to this Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

3. Payments

In consideration of the services provided by Consultant in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Consultant based on the hourly rates and hours, and in the manner by Tasks specified in Exhibit B. Consultant agrees to complete the work within the time limits as described in Exhibit A, up to Three-hundred thirty-six thousand Two-hundred forty-one dollars (\$336,241). 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 thirty-six thousand Two-hundred forty-one dollars (\$336,241). In the event that the County makes any advance payments, Consultant agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Consultant is not entitled to payment for work not performed as required by this agreement.

Reimbursable Expenses – Reasonable and necessary reimbursable expenses related to the services performed and actually incurred shall be reimbursed at cost, or as stipulated in Exhibit "B". Payments for reimbursable expenses will be made upon submission of an expense report with backup documentation and County approval. Reimbursable expenses shall be included in the "not-to-exceed" cost proposals. Reimbursable expenses are defined as job related expenses directly incurred by the Contractor in the performance of services provided under the Agreement. These include mail and overnight delivery services, reproduction of reports, drawings, specifications, photographs, and similar, and travel expenses. Travel expenses shall be defined as travel from Consultant's Redwood City office and Subconsultants' local offices to the job site, or specific site as requested by the County.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 13, 2018, through November 12, 2021.

5. Termination

This Agreement may be terminated by Consultant or by the Director of Public Works 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, Consultant 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 Consultant 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 Consultant notice of the alleged breach. Consultant 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 Consultant 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 Consultant under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Consultant 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 Consultant nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Consultant 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 Consultant 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 Consultant 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 Consultant'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, Consultant'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 Consultant 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.

b. Intellectual Property Indemnification

Consultant hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as “IP Rights”) except as otherwise noted by this Agreement.

Consultant warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Consultant's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Consultant promptly in writing of any notice of any such third-party claim; (b) County cooperates with Consultant, at Consultant's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Consultant retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Consultant shall not have the right to settle any criminal action, suit,

or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Consultant's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Consultant shall, at Consultant's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Consultant will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Consultant) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Consultant 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

Consultant 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 Consultant 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

Consultant 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 Consultant shall use diligence to obtain such insurance and to obtain such approval. Consultant shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Consultant's coverage to include the contractual liability assumed by Consultant 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

Consultant 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, Consultant 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

Consultant shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Consultant 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 Consultant's operations under this Agreement, whether such operations be by Consultant, any subconsultant, 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 Consultant 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, Consultant certifies that it and all of its subconsultants will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Consultant 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.

Consultant 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

Consultant 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. Consultant's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Consultant 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 Consultants who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Consultant 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 Consultant'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 Consultant and any subconsultant 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 consultants and subconsultants to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Consultant certifies that no finding of discrimination has been issued in the past 365 days against Consultant 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 Consultant within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Consultant 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

Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant under this Agreement or any other agreement between Consultant and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Consultant certifies all consultant(s) and subconsultant(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 Subconsultants as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Consultant shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Consultant 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 Consultant, 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 Consultant or that the Consultant may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Consultant certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Consultant has no employees in San Mateo County, it is sufficient for Consultant to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Consultant 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, Consultant 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 in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Consultant 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) Consultant 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 Consultant shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

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

(c) Consultant 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: Gil Tourel, Principal Civil Engineer
Address: 555 County Center, 5th Floor
Redwood City, CA 94063
Telephone: (650) 363-4100
Facsimile: (650) 361-8220
Email: gtourel@smcgov.org

In the case of Consultant, to:

Name/Title: Robert Stevens, Partner and Project Manager
Address: 260 Main Street, Suite 202
Redwood City, CA 94063
Telephone: (510) 974-3195
Mobile: (415) 533-1864
Email: rstevens@parisi-csw.com

18. Electronic Signatures

Both County and Consultant 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

Consultant bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Consultant'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.

* * *

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

For Consultant: **PARISI CSW DESIGN GROUP**



Consultant Signature



Date



Consultant 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, Consultant shall provide the services described in Consultant's "Mirada Road Bridge Replacement Workplan," attached hereto as "EXHIBIT A," and thereby made a part of this Agreement.

EXHIBIT A

Mirada Road Bridge Replacement Workplan

UNDERSTANDING

In the early 1940's Mirada Road was the original coastal highway that linked Half Moon Bay with Pacifica. The concrete arch bridge that crosses the Arroyo de en Medio, which remains visible today, served motorists until the completion of Highway 1 in the 1960's. Due to severe deterioration of the concrete bridge and the popularity of the Half Moon Bay Coastal Trail, San Mateo County installed a pre-fabricated pedestrian bridge crossing the Arroyo de en Medio in 2004.

Although the bridge is only 14 years old, it has severe corrosion given it is constructed of weathering steel, which is not appropriate for a marine environment. The County retained Cornerstone Structural Engineering Group to prepare recommendations to replace the bridge. Their report includes several alternatives with the preferred approach being replacement with a clear span prefabricated aluminum truss bridge. While this bridge is lighter than the existing unit, the project will need to replace the abutments as the connection geometry varies.

From 1941 to 1970, the coastal bluff within the area has retreated about one foot per year according to a "Geologic Report of Seal Cove – Moss Beach Area" prepared by F Beach Leighton and Associates in October 1971. Alternatively, the Corp of Engineers estimates a rate of about 1.64 foot per year. However, the El Nino storm of 2016 caused rapid retreat of the bluff; in certain locations, this was as much as 8 feet. The erosion occurring north and south of the existing pedestrian bridge is threatening collapse of the concrete arch bridge.

The bridge replacement must address the threat of coastal erosion and the impact of Sea-Level Rise. According to the California Ocean Protection Council's 2018 report, anticipated sea levels by 2100 at this location could be 4.4 to 6.9 feet higher than elevations in 2000. With higher sea levels, bluff erosion will increase as wave energy will reach the toe of the bluff and higher.

To address the bluff erosion, the County completed a preliminary assessment to construct a concrete soil nail wall north and south of the pedestrian bridge. During the permitting process with the Coastal Commission, the County determined that the mitigation costs associated with replacing sand could be more expensive than the actual repairs. Thus, the County seeks an analysis that contemplates a long-term solution, which reduces erosion and preserves coastal access.

The Coastal Trail is an incredibly popular destination for residents and tourists along the San Mateo Coast. The segment between Magellan Avenue and Mirada Road can have hundreds of users on a weekend. However, this segment does not meet a Class 1 standard with walkers and bikers conflicting with vehicles. While the bluff between Medio and Magellan Avenue is armored with rip-rap, waves in heavy storms frequently overtop Mirada Road, heavily damaging the pavement. The County has studied options to reinforce the slope and enhance the trail along this segment. The Coastal Commission reviewed the project and is interested in a comprehensive project that address a long-term solution, which protects coastal access.

One potential solution could be to maintain the pedestrian crossing of the Arroyo de en Medio, reinforce the bluff along Mirada Road, and provide a Class 1 facility along the coastline.

An alternative solution is to relocate the trail to the east crossing of the Arroyo de en Medio at Alameda Avenue. At Mirada Road, the trail could continue along Alameda or an acquisition of an easement through private property. This option offers the longest design life as the threat to sea level rise and erosion is small. However, the cost to construct and acquire right of way would be very high. Our proposed approach evaluates these alternatives to develop recommendations to continue trail connectivity along the San Mateo coastline.

APPROACH

The Parisi CSW Design Group has developed a scope of work to advance the planning to replace the Mirada Road pedestrian bridge. The following summarize our proposed tasks.

TASK 1: PLANNING STUDY TO EVALUATE BRIDGE REPLACEMENT

Objective: During this initial phase, our team will complete several studies to confirm the location and type of pedestrian bridge as well as develop an approach to stabilize the bluff.

1.1 Kickoff and Assemble the Project Development Team. We will collaborate with County staff and project stakeholders to review potential alternatives to replace the bridge and protect the bluff. This will include the following:

- A.** Public agency, public utility, and their authorized representatives stakeholder outreach
 - i. County of San Mateo
 - ii. City of Half Moon Bay
 - iii. Denise Duffy and Associates (County's Environmental Consultant)
 - iv. Representatives from public works, police, and fire
 - v. Public utilities including Granada Community Services District, AT&T, and PG&E
 - vi. California Coastal Commission
 - vii. California State Parks
- B.** Informal meetings with stakeholders
 - i. Representative from Supervisor Horlsey's Office
 - ii. Representative from BPAC
 - iii. Residents/ homeowners of 2, 201, and 445 Mirada Road

1.2 Trail Planning. Relocation of the Coastal Trail to the east along Alameda Avenue could be the preferred long-term solution given future sea level rise and coastal erosion, which threaten the structure. Our team will evaluate alternative scenarios to develop a Class 1 trail and pedestrian bridge crossing Arroyo de en Medio. Our assessment will include the cost to develop the trail including a preliminary evaluation of right of way costs as well as a cost to benefit analysis.

1.3 Bridge Assessment. The County prefers to replace the pedestrian bridge with a clear span prefabricated aluminum truss bridge. The existing bridge foundation cannot be wholly re-used due to revisions in applicable design codes and geometric differences between the proposed aluminum truss bridge and the existing steel truss bridge. Cornerstone will confirm and summarize the bridge type, and foundation strategy including providing up to three alternative strategies and summarizing the basis for the preferred approach. Our team will also begin coordination with AT&T, PG&E, and the Granada Community Services District for modifications to utility systems

1.4 Bank Stabilization. The coastal bluffs north and south of the pedestrian bridge eroded severely during the 2016 storm, retreating by more than 8 feet in certain locations. The use of rip-rap is

a temporary measure and the Coastal Commission will require the installation of a permanent feature such as a soil nail wall. Moffatt and Nichol will develop an approach to protecting the bluff as well as recommended limits providing up to three alternative techniques such as but not limited to, soil nail or secant pile walls. For the soil nail or tie back wall alternatives, we will complete a preliminary assessment of tie-back length to assess easement requirements.

1.5 Hydraulic Assessment. Moffatt and Nichol will perform a hydraulic assessment along the Arroyo de en Medio to assess hydrology, hydraulics, scour, and bank protection.

1.6 Initial Outreach – “Project Introduction” Our team will conduct an outreach process to solicit public comment regarding the development process. This will include the following:

- A. Stakeholders.** We will hold a meeting with public agency and utility stakeholders as defined in Task 1.1 to review the existing conditions and define the process for informal site walks as well as process to hold community meetings.
- B. Informal Site Walk.** As necessary, we will organize a site walk with stakeholders to review specific conditions along the Coastal Trail.
- C. Community Meeting.** We will prepare advertisements and presentation materials to host a public meeting to review the project. During the first meeting, we will introduce the project to replace the bridge and discuss potential options to relocate the trail. We recommend the meeting be in workshop format to provide maximum feedback.

1.7 Basis of Design: Our team will prepare a Basis of Design report summarizing the results of the preliminary investigation phase including discussions with stakeholders. The report will include alternatives for each project element including bridge location, type, and bluff stabilization methods. We will provide a basis for recommending the preferred alternative for each element. The report will include an assessment of bluff stabilization methodology, creek hydraulic assessment, basis for bridge location, trail routing, and required utility relocations. Additionally, the report will provide an opinion of probable construction cost.

1.8 Project Management and Coordination: Parisi CSW will be responsible for overall management of our design team including the following:

- A Project Management:** Parisi CSW will manage the design team as well as track progress, schedule, and budget. We will be responsible for documenting all design decisions and keeping an official record of the project. Furthermore, we will submit monthly progress reports identifying tasks completed, budget status, and issues status.
- B Quality Control/ Assurance:** An independent member of our team will perform a quality control review of the team's documents prior to submittal.
- C** We will attend up to three meeting with County staff during this phase of the project.

Deliverables: The following summarizes deliverables we will provide during this task:

- i Basis of Design Report including supporting documentation
- ii Notes related to community comment
- iii Meeting notes and progress schedule

TASK 2: EXISTING CONDITIONS ASSESSMENT AND PRELIMINARY ENGINEERING

Objective: Our team will collect existing conditions data within the project area to refine the bridge's alignment and bluff stabilization.

2.1 Existing Conditions Mapping. Parisi CSW will complete research and field data collection to prepare design level base mapping for the project.

- A Set Control: We will establish horizontal control using Global Positioning (GPS) equipment based on NAD83. We will establish vertical control based on NAVD 88. We will use the 2010.00 EPOCH.
- B Utility Information: Parisi CSW will collect utility information located within and near the project area which may be affected during construction.
- C Field Survey: A Parisi CSW field crew will acquire topographic data along the bluff and creek.
- D Boundary: We will prepare a boundary survey around the project area to find localized control.
- E Mapping: We will prepare an existing conditions map illustrating elevations and contours at 1-foot intervals. We will provide the data in AutoCAD Civil 3D 2018 (or in any format requested by the County) and Adobe Acrobat formats.

2.2 Geotechnical Analysis: Although Parikh completed a geotechnical investigation in 2001, the two soil borings are likely inadequate for foundation design of the bridge replacement meeting current AASHTO LRFD standards. Parikh will complete a site geotechnical investigation including completing the following:

- A Pre-Field Activities.** We will coordinate with San Mateo County to obtain the required encroachment permits necessary to access the trail and public right-of-way areas. Our explorations will be backfilled with cement grout in accordance with the County's standards. This will include utility notifications through Underground Service Alert.
- B Field Investigation.** We will complete two rotary wash borings to characterize the subsoil conditions to a depth of about 70 to 80 feet below the ground's surface. The upper 45 feet will be "drilled through" and the drilling and sampling is to acquire information at a deeper depth.
- C Laboratory Testing.** We will complete laboratory testing on representative soil/ rock samples such as moisture density, unconfined compression, gradation analysis, corrosion tests, and Plasticity Index
- D Engineering Analysis and Report Preparation.** Parikh will develop geotechnical design recommendations for the foundation system of the proposed bridge replacement and bluff stabilization near the abutments. All seismic design criteria will follow the CALTRANS seismic design criteria.

2.3 Preliminary Plan (35%). Using the approved Basis of Design Report, geotechnical assessment, and discussions with stakeholders, we will provide the following:

- A Trail layout and cross section plan
- B Bridge alignment and conceptual foundation plan
- C Construction staging and layout plan
- D Wall recommendations to stabilize the bluff

2.4 Outreach - Review Preliminary Plan. We will complete an outreach effort as defined in Task 1.6 to inform stakeholders and residents of the preferred bridge and coastal protection plans.

2.5 Project Management and Coordination. We will complete project management as defined in Task 1.8. We will complete up to three (3) meetings during this phase.

Deliverables: The following summarizes deliverables we will provide during this task:

- i Existing Conditions Mapping
- ii Geotechnical assessment
- iii Preliminary plans
- iv Notes related to community comment
- v Meeting notes and progress schedule

TASK 3: CONSTRUCTION DOCUMENTS

Objective: The team will prepare construction documents for use in permitting, bidding, and construction.

3.1 Construction Documents: The team will prepare Plans, Specifications, and Estimate at the 65%, 95%, and 100% level including:

- A Title Sheet
- B Existing Conditions Plan
- C Pedestrian and Bicycle Detour Plan
- D Site Access Plan
- E Demolition Plan
- F Bridge Layout General Plan
- G Abutment Details 1 and 2
- H Utility Plan
- I Wall Layout Plan
- J General Details
- K Erosion Control Plans
- L Specifications
- M Bid Schedule and Opinion of Probable Construction Cost

3.2 Approval. Consistent with our outreach approach in the 35% and 65% submittals, we will use the 95% submittal to coordinate approval with the following agencies:

- A City of Half Moon Bay Encroachment Permit
- B Public Utility Relocations
- C Presentation to the Midcoast Community Council

We will provide documents to Denise Duffy and Associates to secure approval with the following agencies:

- A California Department of Fish and Wildlife - Section 1600 Streambed Alteration Agreement
- B Regional Water Quality Control Board - Clean Water Act Section 401 Permit
- C California Coastal Commission - Coastal Development Permit
- D United States Army Corps of Engineers Section 404

3.3 Project Management and Coordination. We will complete project management as defined in Task 1.8. We will complete up to three (3) meetings during this phase.

Deliverables: The following summarizes deliverables we will provide during this task:

- i We will provide electronic (CAD and PDF) and hardcopies (mylar, bond, and/or venum) of all documents as requested by the County.
- ii Meeting notes, progress schedule, and schedule

TASK 4: BIDDING AND CONSTRUCTION SUPPORT

4.1 Bidding Support. During the bidding phase, we will provide the following:

- A. Pre-bid Meeting.** We will attend a pre-bid meeting scheduled by the County to answer questions from prospective bidders.
- B. Issue Addenda and Clarifications.** Our team will respond to bidder's questions with addenda and/or written clarifications.

4.2 Construction Support. During construction, we will provide the following support:

- A. Review Submittals:** Our team will review up to twenty contractor submittals.
- B. Respond to Requests for Information (RFI):** The design team will respond to up to twenty Requests for Information from the contractor – if necessary, we will prepare modifications or revisions related to the project's original scope of work.
- C. Field Visits / Meetings:** Paris CSW will attend a pre-construction conference to respond to questions concerning the plans, specifications and estimates. Additionally, we assume up to four (4) construction meetings as requested by the County in response to questions regarding the progress of the construction activities.
- D. Punch List:** Near the completion of construction, our team will review the project in coordination with staff to develop a list of items that do not comply with the project documents and require correction.

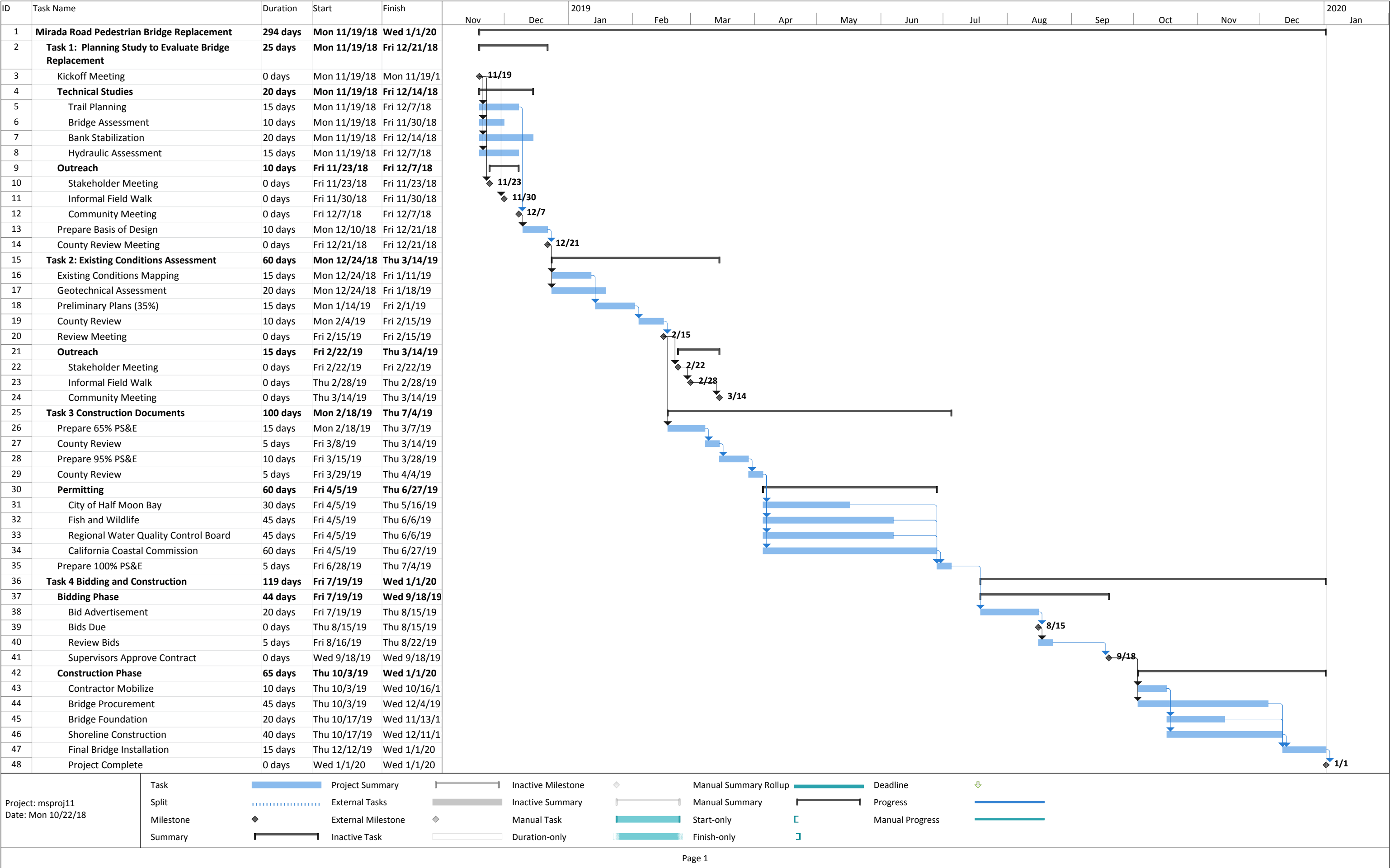
Deliverables: The following summarizes deliverables we will provide during this task:

- i Bid addenda
- ii Response to Contractor Submittals and RFIs
- iii Punch List and final record drawings

ASSUMPTIONS

We have made the following assumptions in preparing our work plan:

1. The project will be the replacement of the existing Mirada Road Bridge and bank stabilization will be limited to protecting the bridge abutments and adjoining bluff failure.
2. The County's environmental consultant will be responsible for coordinating all agency permits as well as preparing the environmental document. Our team will provide a project description, drawings, and technical details to support the application.
3. The project will not require a hydraulic analysis of the alternative bridge location.
4. The project will generally follow the design schedule detailed in our proposal.



MIRADA ROAD PEDESTRIAN BRIDGE		Parisi CSW Design Group							Cornerstone Structural Engineering Group					Moffat and Nichol			Parikh Consultants					
		Project Manager, Surveyor, and Engineer							Bridge Engineer					Coastal Engineer			Geotechnical Engineer					
SUMMARY OF LABOR EFFORT		Robert Stevens Project Manager	Rich Souza Project Engineer	Paul Nagengast Outreach	Varies Staff Engineer	Varies Surveyor	Total Hours	Total Parisi CSW Fee Fee	Tom Swayze Principal	Bobby Zermeno Project Engineer	Serjic Lalehzarian Staff Engineer	Shawn Cullers QC/QA Manager	Mark Weaver QC/QA Engineer	Dilip Trivedi Principal	Neil Nichols Coastal Engineer	Varies Designer	David Wang Principal	Varies Project Engineer	Varies Staff Engineers	Varies Field Engineer	Total Hours	Total Fee
<div><div>Parisi</div><div>CSW DESIGN GROUP</div></div> <div>10.22.2018</div> <div>Billable Rate (\$/ hour)</div>		205.00	200.00	190.00	145.00	240.00			215.00	130.00	105.00	160.00	145.00	266.00	229.00	167.00	270.00	130.00	100.00	130.00		
Task 1 Planning Study to Evaluate Bridge																						
1.1	Assemble the Project Development Team	4		4			8	\$1,580													8	\$1,580
1.2	Trail Planning	30	34	8	45		117	\$20,995													117	\$20,995
1.3	Bridge Assessment						0	\$0	2	6											8	\$1,210
1.4	Bank Stabilization						0	\$0						4	16	40					60	\$11,408
1.5	Hydraulic Assessment						0	\$0						2	8	12					22	\$4,368
1.6	Initial Outreach - Project Introduction																					
	Stakeholder Meetings	4					4	\$820						2	8						14	\$3,184
	Informal Site Walk	4		4			8	\$1,580													8	\$1,580
	Community Meeting	5		5	4		14	\$2,555	4	12	16										46	\$6,655
1.7	Basis of Design	4	10		16		30	\$5,140	2	6				8	16	24					86	\$16,150
1.8	Contract Management																					
	Project Management	12					12	\$2,460	2	4											18	\$3,410
	QA/QC	4					4	\$820	2	4		2	4								16	\$2,670
	Meetings	6					6	\$1,230	4	8											18	\$3,130
Task 1 Planning Study to Evaluate Bridge		73	44	21	65	0	203	\$37,180	16	40	16	2	4	16	48	76	0	0	0	0	421	\$76,340
Task 2 Existing Conditions Assessment																						
2.1	Existing Conditions Mapping	2	4		20	10	36	\$6,510													36	\$6,510
2.2	Geotechnical Analysis						0	\$0									28	60	90	30	208	\$28,260
2.3	Preliminary Plan (35%)	6	16		20		42	\$7,330	2	6	12			16	40	64					182	\$33,904
2.4	Outreach - Review Preliminary Plan																					
	Stakeholder Meetings	4					4	\$820						4	8						16	\$3,716
	Informal Site Walk	4		4			8	\$1,580													8	\$1,580
	Community Meeting	4		4			8	\$1,580													8	\$1,580
2.5	Contract Management																					
	Project Management	10					10	\$2,050													10	\$2,050
	QA/QC	4					4	\$820				2									6	\$1,140
	Meetings	6					6	\$1,230													6	\$1,230
Task 2 Existing Conditions Assessment Subtotal:		40	20	8	40	10	118	\$21,920	2	6	12	2	0	20	48	64	28	60	90	30	480	\$79,970
Task 3 Construction Documents																						
3.1	Prepare Construction Documents																					
	65% PS&E	4	16		30		50	\$8,370	9	28	60			24	80	140					391	\$68,329
	95% PS&E	2	10		20		32	\$5,310	2	12	16			16	40	80					198	\$35,756
	100% PS&E	2	8		10		20	\$3,460	2	10	12			4	16	40					104	\$17,858
3.2	Coordination with Stakeholders and Approval	8	16	6			30	\$5,980													30	\$5,980
3.3	Contract Management																					
	Project Management	10					10	\$2,050													10	\$2,050
	QA/QC	8					8	\$1,640				6	12								26	\$4,340
	Meetings	6					6	\$1,230													6	\$1,230
Task 3 Construction Documents Subtotal:		40	50	6	60	0	156	\$28,040	13	50	88	6	12	44	136	260	0	0	0	0	765	\$135,543
Task 4 Bidding and Construction Support																						
4.1	Bidding Support																					
	Pre Bid Meeting	2					2	\$410													2	\$410
	Issue Addenda and Clarifications	1	6				7	\$1,405	1	2					4	12					26	\$4,800

MIRADA ROAD PEDESTRIAN BRIDGE	Parisi CSW Design Group Project Manager, Surveyor, and Engineer					Total Hours	Total Parisi CSW Fee Fee	Cornerstone Structural Engineering Group Bridge Engineer					Moffat and Nichol Coastal Engineer			Parikh Consultants Geotechnical Engineer				Total Hours	Total Fee
	Robert Stevens Project Manager	Rich Souza Project Engineer	Paul Nagengast Outreach	Varies Staff Engineer	Varies Surveyor			Tom Swayze Principal	Bobby Zermeno Project Engineer	Serjic Lalehzarian Staff Engineer	Shawn Cullers QC/QA Manager	Mark Weaver QC/QA Engineer	Dilip Trivedi Principal	Neil Nichols Coastal Engineer	Varies Designer	David Wang Principal	Varies Project Engineer	Varies Staff Engineers	Varies Field Engineer		
	205.00	200.00	190.00	145.00	240.00			215.00	130.00	105.00	160.00	145.00	266.00	229.00	167.00	270.00	130.00	100.00	130.00		
10.22.2018 Billable Rate (\$/ hour)																					
4.2 Construction Support																					
Review Submittals		2				2	\$400	2	16	36				8	16					80	\$11,194
Review RFIs		2				2	\$400	4	8	8				8	16					46	\$7,644
Field Visits	4					4	\$820	4	16					16	8					48	\$8,760
Punch list	1					1	\$205	1	2											4	\$680
Task 4 Bidding and Construction Support Subtotal:	8	10	0	0	0	18	\$3,640	12	44	44	0	0	0	36	52	0	0	0	0	206	\$33,488
Total Labor Expenses:	161	124	35	165	10	495	\$90,780	43	140	160	10	16	80	268	452	28	60	90	30	1872	\$325,341
Reimbursable Expenses																					
Postage, Printing, and Travel							\$500	\$1,500					\$1,200								\$3,200
Geotechnical Assessment																\$7,700					\$7,700
Total Reimbursable Expenses:							\$500	\$1,500					\$1,200			\$7,700					\$10,900
Total Parisi CSW Design Group Fee:							\$91,280	\$49,665					\$159,336			\$35,960					\$336,241

Exhibit B

In consideration of the services provided by Consultant described in Exhibit A and subject to the terms of the Agreement, County shall pay Consultant based on Consultant's "Summary of Labor Effort," attached hereto as "EXHIBIT B," and thereby made a part of this Agreement.

EXHIBIT B

MIRADA ROAD PEDESTRIAN BRIDGE		Parisi CSW Design Group							Cornerstone Structural Engineering Group					Moffat and Nichol			Parikh Consultants					
		Project Manager, Surveyor, and Engineer							Bridge Engineer					Coastal Engineer			Geotechnical Engineer					
SUMMARY OF LABOR EFFORT		Robert Stevens Project Manager	Rich Souza Project Engineer	Paul Nagengast Outreach	Varies Staff Engineer	Varies Surveyor	Total Hours	Total Parisi CSW Fee	Tom Swayze Principal	Bobby Zermeno Project Engineer	Serjic Lalehzarian Staff Engineer	Shawn Cullers QC/QA Manager	Mark Weaver QC/QA Engineer	Dilip Trivedi Principal	Neil Nichols Coastal Engineer	Varies Designer	David Wang Principal	Varies Project Engineer	Varies Staff Engineers	Varies Field Engineer	Total Hours	Total Fee
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