

**AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
THE SAN MATEO RESOURCE CONSERVATION DISTRICT FOR
ADVERTISEMENT, AWARD, AND ADMINISTRATION OF CONTRACTS
FOR THE
MEMORIAL PARK WATER LINE REPLACEMENT PROJECT,
HUCKLEBERRY FLAT PIPELINE SEGMENT AT MEMORIAL
COUNTY PARK, SAN MATEO COUNTY**

THIS AGREEMENT ("Agreement") is entered into as of the _____ day of December 2018, and is by and between the County of San Mateo, a political subdivision of the State of California ("COUNTY" or "COUNTY PARKS"), and the San Mateo Resource Conservation District ("RCD" or "Contractor").

WITNESSETH:

WHEREAS, COUNTY PARKS obtained funding from Non-Departmental Services for the Memorial Park Water Line Replacement Project; and

WHEREAS, the Memorial Park Water Line Replacement Project will improve water security and reduce the risk of catastrophic leaks in the Memorial County Park water system; and

WHEREAS, the Memorial Park Water Line Replacement Project consists of three segments, including mainline, Wurr Road Pipeline, and Huckleberry Flat Pipeline; and

WHEREAS, COUNTY PARKS requested assistance from the RCD for implementation of the Memorial Park Water Line Replacement Project for one of the three segments, the Huckleberry Flat Pipeline segment (hereinafter "Project"); and

WHEREAS, the RCD entered into Agreement No. 4600010883 with the California Department of Water Resources (DWR) and appropriated DWR funds through Proposition 84 round three of the Integrated Regional Water Management (IRWM) Implementation Grants; and

WHEREAS, the RCD received and will contribute \$272,500 in grant funding from the Department of Water Resources for the Project; and

WHEREAS, RCD and COUNTY PARKS signed a Stewardship Memorandum of Understanding ("MOU") for coordinating and completing projects within the Pescadero Creek Watershed; and

WHEREAS, COUNTY PARKS has allocated a not-to-exceed amount of \$350,000 for completion of the Project; and

WHEREAS, COUNTY PARKS and RCD agree to the defined purpose and scope of the Project, which includes construction oversight, monitoring, reporting, construction, contractor hiring, and pre-construction surveys, as described in Exhibit A attached hereto and incorporated herein; and

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

WHEREAS, RCD is willing and able to provide contract advertisement, award, and administration services ("Services") for the Project.

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

1. Scope of Services

The RCD will conduct construction oversight, monitoring, reporting, construction, contractor hiring, pre-construction surveys, and implementation to accomplish the goals of the Project. Refer to Exhibit A, attached hereto and incorporated by reference.

2. Time of Performance

The Services required pursuant to this Agreement shall commence after full execution of this Agreement. This Agreement shall terminate on June 30, 2019.

3. Funding and Method of Payment

- a. COUNTY PARKS agrees to reimburse RCD for payments made in connection with the Services, which are required for the completion of the Project. Reimbursements shall not exceed \$350,000. Any additional costs shall not be compensated without the prior written approval of the COUNTY.
- b. Payments to RCD will be on a reimbursable basis, conditioned upon RCD's submittal of an itemized invoice to COUNTY PARKS. Prior to reimbursement of expenses, COUNTY PARKS shall review and approve, in writing, the itemized invoice.
- c. COUNTY PARKS agrees to reimburse the RCD for contract change orders, in accordance with the requirements of this Section 3.

- d. Any individual contract change order exceeding \$1,000 shall require written approval from the County Parks Director or her designee before change order work may proceed. Contract change orders in an amount less than \$1,000 will not require prior written approval from the County Parks Director and may be authorized by the RCD acting alone. When the sum total of contract change orders exceeds \$5,000, then any and all subsequent change orders, regardless of value, shall require the prior written approval of the County Parks Director, or her designee, before any further change order work may proceed.
- e. RCD shall submit quarterly billings, accompanied by the activity reports and invoices issued by RCD's contractors and/or subcontractors or progress payments issued by RCD as proof that services were rendered and paid for by RCD. Upon receipt of the invoice and approval of its accompanying documentation, COUNTY PARKS shall pay the amount invoiced within ninety (90) days of receipt of the invoice, delivered or mailed to the COUNTY as follows:

County of San Mateo
Parks Accounting
455 County Center, 4th Floor
Redwood City, CA 94063-1665

RCD shall advertise, solicit proposals, and award the contracts as set forth in the Scope of Work described in Exhibit A hereto.

- f. RCD shall notify COUNTY PARKS of any contractor and/or subcontractor claim or change order disputes ("Contract Claims") that arise in connection with contracts that RCD lets pursuant to this Agreement. COUNTY PARKS shall reasonably cooperate with RCD in its efforts to resolve such Contract Claims. As RCD is effectively serving as COUNTY PARKS' contract administrator and manager under this Agreement, COUNTY PARKS shall indemnify and defend RCD in connection with any and all Contract Claims, except to the extent that a Contract Claim arises out of RCD's negligence or willful misconduct.

4. Amendments

Any changes in the Services to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed in writing and signed by both COUNTY PARKS and RCD. No claim for additional compensation of this Agreement shall be recognized unless contained in a duly executed amendment. The Parks Director or her designee is authorized to execute contract amendments to modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and or/services so long as the modified term or services is/are within the current or revised fiscal provisions.

5. Notices

All notices or other communications to either party by the other shall be deemed acceptable given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To COUNTY PARKS: Rolando Jorquera, Administrative Services Manager
San Mateo County Parks Department
455 County Center, 4th Floor
Redwood City, CA 94063

To RCD: Kellyx Nelson, Executive Director
San Mateo County Resource Conservation District
625 Miramontes Street, Suite 103
Half Moon Bay, CA 94019

6. Independent Contractor

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

7. Mutual Hold Harmless

- a. It is agreed that COUNTY shall defend, save harmless, and indemnify RCD, its officers, employees, agents, and servants from any and all claims, suits, or actions or every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of COUNTY and/or its officers and employees.
- b. It is agreed that RCD shall defend, save harmless, and indemnify COUNTY, its officers, employees, agents, and servants from any and all claims, suits, or actions or every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of RCD and/or its officers, employees, agents, and servants.
- c. RCD shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, RCD's representatives for Services provided under this Agreement.

- d. In the event of concurrent negligence (or intentional or reckless acts) of RCD and/or its officers, employees, agents, and servants, on the one hand, and COUNTY and/or its officers and employees, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.
- e. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

RCD shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by RCD under this Agreement without the prior written consent of COUNTY PARKS, which consent shall be made at COUNTY PARKS' sole discretion. Any such assignment or subcontract without COUNTY PARKS' prior written consent shall give COUNTY PARKS the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Payment of Permits/Licenses

RCD bears responsibility to obtain any and all licenses, permits, or approvals required from any and all government and regulatory agencies for Services or work to be performed under this Agreement, at RCD's own expense prior to commencement of said Services or work. Any costs that RCD incurs for these services shall be reimbursable upon submittal of an itemized invoice to COUNTY PARKS. Failure to submit such itemized invoice will forfeit any right to reimbursement under this Section.

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

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

COUNTY and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to COUNTY and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if 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 RCD pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such Services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. RCD will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

RCD shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the RCD's employee is of the same or 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 RCD and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

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

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

g. Reporting: Violation of Non-discrimination Provisions

RCD shall report to COUNTY's County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 11, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified RCD that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

RCD shall comply with Chapter 2.85 of the County's Ordinance Code, which states that RCD shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the 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 RCD or that RCD may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, RCD certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if RCD has no employees in San Mateo County, it is sufficient for RCD to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, RCD certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, RCD shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed, above, is less than one-hundred thousand dollars (\$100,000), but RCD acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

- (a) RCD shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and RCD shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

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

(c) RCD agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

IN WITNESS WHEREOF, this Agreement between the COUNTY PARKS and RCD for design, specifications, permits and construction contract advertisement, award, and administration of the Huckleberry Flat Pipeline Project has been executed by the parties hereto as of the day and year first written above.

COUNTY OF SAN MATEO

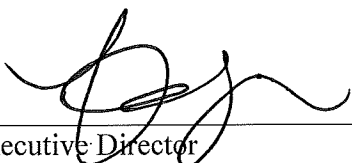
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SAN MATEO RESOURCE CONSERVATION DISTRICT

By:  _____
Executive Director

Date: 12/4/2018

Exhibit A

I. Scope of Work – Huckleberry Flat Pipeline Project (“Project”)

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

The goal of this Project is to replace the Huckleberry Flat pipeline, which is failing and in need of repair. The Project goal will be accomplished by using directional drilling techniques to replace the old line, thereby improving water security and reducing the chance of catastrophic leaks in the Memorial Park water system. This Project will help protect stream flows in Pescadero Creek, especially during the summer months when stream flows are at their lowest levels. These efforts will protect habitat for native steelhead trout (*Oncorhynchus mykiss*) and coho salmon (*Oncorhynchus kisutch*). This Project is identified as a priority recovery action in the following documents:

- Pescadero-Butano Watershed Assessment ESA 2004. Environmental Science Associates Pacific Watershed Associates, O’Connor Environmental, Inc. Albion Environmental, Inc. Dennis Jackson.
- California Department of Fish and Game, 2004, Recovery Strategy for California Coho Salmon, California Department of Fish and Game, Sacramento, CA
- California Department of Fish and Wildlife, 2013, Updated Statewide 2013 Task List for the Steelhead Restoration and Management Plan for California, California Department of Fish and Wildlife, Sacramento, CA
- NOAA National Marine Fisheries Service, 2012, Recovery Plan for Evolutionarily Significant Unit of Central California Coast Coho Salmon Final Plan, NOAA National Marine Fisheries Service, Santa Rosa, CA
- NOAA National Marine Fisheries Service, 2011, North-Central Coast Recovery Domain 5 Year Review, NOAA National Marine Fisheries Service, Long Beach, CA
- NOAA National Marine Fisheries Service, 2007, Federal Recovery Outline for the Distinct Population Segment of Central California Coast Steelhead, NOAA National Marine Fisheries Service, Santa Rosa, CA

The work to be completed includes installing a 4” water main (may include trench and backfill); water line connections to any water service that was impacted by the waterline improvement; water valves; elbows; thrust blocks; fittings; as well as any other items and details not mentioned above, but required by project plans, standard specifications, special provisions, and directions from the engineer(s) overseeing this project.

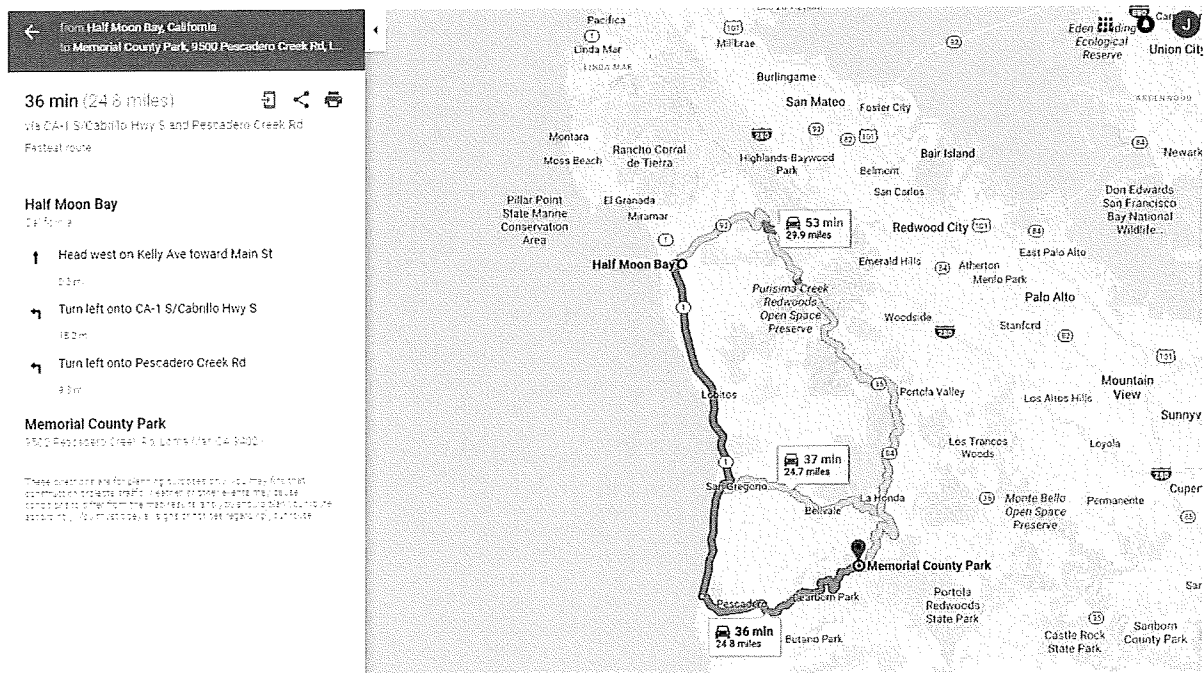
Exhibit A

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

III. Notice of Funding: The Project is funded by the Department, through Non-Departmental Services funding, and through a Department of Water Resources grant obtained and managed by the RCD. The RCD received Proposition 84 funds via grant agreement #4600010883. The RCD will not pay the contractor until grant funds are received from the funding agencies, which is normally between 90 and 120 days from the approved pay request by DWR and 30 days from the approved pay request by the Department. The RCD invoices DWR and the Department on a regularly schedule quarterly basis, however the RCD will use the Department funding only when all grant funding obtained by the RCD has been exhausted

IV. Location

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



V. Plans and Work Sites

The RCD will be responsible for the following certifications:

- A. The subcontractor has thoroughly examined and understands the provided information in the Request for Bids and all Exhibits.

Exhibit A

- B.** The subcontractor has attended the pre-bid meeting with RCD, Department staff and the project engineer at the project site to familiarize themselves with local conditions that in any manner affect cost, progress, or performance of the work. The purpose of this meeting is to allow prospective bidders to ask questions concerning the work and to make sure they understand the scope of work, permit conditions and environmental constraints.
- C.** The subcontractor is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the plans and specifications, and recognizes that: the plans used for the drawings of the work may differ from the actual physical site; dimensions in the plans are approximate, and before proceeding with the work, it will be the Contractor's responsibility to check the site in relation to the drawings and specifications. Report any discrepancies to the RCD and Department and the project engineer.
- D.** The subcontractor has familiarized themselves with all federal, state and local laws, ordinances, rules, and regulations that in any manner affect the cost, progress, or performance of the work.

VI: Certificate of Compliance:

- A.** Prevailing Wage Laws and Labor Compliance Program (Exhibit F from the Request for Bids)

This project is subject to prevailing wage requirements, and a labor compliance program will be established by the RCD using a third-party consultant to oversee contractor compliance.

Eligibility requirements for subcontractors for prevailing wage projects include:

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

- B.** Registration Pursuant to Labor Code Section 1725.5

All contractors and subcontractors who will perform any portion of the work must be currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Bids submitted by contractors, or including subcontractors, who are not registered will be rejected.

- C.** Permits

The RCD will be responsible for obtaining all necessary permits. Copies of all permits will be provided to any and all contractors and/or subcontractors requesting it, and one copy of each permit must be kept at the job site at all times.

Exhibit A

D. Inspections

All work performed on this project shall be subject to regular inspections. The Contractor shall not cover up any work prior to these inspections. It is the Contractor's responsibility to contact the Project Manager to conduct required inspections. Inspections shall occur during construction and at job completion.

E. Sensitive Areas

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

F. Licenses

Subcontractors must have: a valid Contractor's License issued by the Contractor's State License Board whenever required.

G. Safety Plan

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

H. Evaluation of Bids

The RCD will accept the proposal which is of the greatest advantage to the project and the RCD. RCD has the right to reject any and all proposals and add alternates. RCD is not required to accept the low bid.

I. Contract and Payment

A lump sum contract will be awarded to the successful bidder for all work described in Exhibit A from the Request for Bids and the Scope of Work. Submission of invoice for lump sum payment to the Contractor may be made following completion of work and final inspection, or progress invoices may be submitted for payment for completed work in accordance with the provisions described in section 5 of the Request for Bids attached sample contract (Exhibit C of Request for Bids). Payment policy and instructions for vendors are attached to the Request for Bids as Exhibit G: Billing Instructions for Contractors.

J. Bonds

The Contractor shall provide a performance bond in favor of the RCD in the amount of one hundred percent (100%) of the contract price and a payment bond in favor of the RCD in the amount of fifty percent (50%) of the contract price.

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

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

Exhibit A

Task 1 – Construction Oversight, Monitoring and Reporting

The RCD will provide project management and coordination for the construction of the Project in accordance with the permitted Project designs attached hereto as Exhibit B. Further, RCD will provide pre- and post-construction photo-monitoring and reporting, pursuant to conditions of permits obtained for the Project and reporting to grant funders.

The RCD shall include costs for furnishing all labor, equipment, and materials necessary to perform all work as described in Exhibit A of the Request for Bids.

Labor and equipment: Bids shall include costs for furnishing necessary labor and equipment to carry out all tasks detailed in Exhibit A of the Request for Bids.

- Subcontracts are allowable for specialized work. Subcontractors are subject to approval by the RCD and should be identified on the Cost Proposal form.
- Labor costs (including subcontractor labor costs) shall be based on current prevailing wage rates (see section entitled “Wages” below).
- Equipment costs shall include all fuel costs. Added fuel surcharges not included in the bid will not be paid.

Materials: All required materials and any associated delivery costs shall be included in the bid.

Task 2 – Construction Contractor

With the approval of the Department, and based on the bid process from the Project, which shall comply with all applicable rules, regulations, ordinance, and laws, the RCD will enter into contract with a construction contractor to complete the (1) replacement of the Huckleberry Flat pipeline; (2) removal of spoils material as laid out in the specs package; and (3) reconnecting the new pipeline to the existing system.

The project engineer has provided estimates (see Budget, below) of construction costs based the design requirements and his experience. The estimates include approximately 30% contingency to reflect costs of meeting prevailing wage requirements, and that contractors will likely provide high fixed bids for this project. Uncertainty in bid costs are related to the type of geological material that will be encountered in during line boring.

The Project engineer will prepare a final, as-built report with drawings if any adjustments are made from the 100% construction plan set for submission to permitting agencies and the County.

Exhibit A

If applicable, regular biomonitoring during construction, per the permit requirements, will be conducted by COUNTY PARKS or its contractor. The RCD will provide biomonitoring as a back-up (e.g., if Parks Department biomonitor(s) are sick/unavailable) if RCD staff is available to do so.

Huckleberry Flat Pipeline Project Budget

Task	County Funding	Prop 84 Grant Funding (amounts are estimates)
1. Construction Oversight/ Photo/ Monitoring/ Reporting <ul style="list-style-type: none"> • Project management/coordination (RCD Staff) <ul style="list-style-type: none"> ○ Includes staff time, mileage and materials ○ Includes pre/post construction photo monitoring and reporting required in permits. • Back-up biomonitors (RCD Staff: Project Assistant) <p>As needed and if RCD staff available, for up to 7 days of monitoring. Note that biomonitors will not have handling permits</p> <ul style="list-style-type: none"> • Engineering construction oversight (subcontractor) <ul style="list-style-type: none"> ○ Assumes onsite necessary for 10-14 construction days. (May occur as more frequent, partial days.) ○ As-built designs and report (subcontractor) • Soils compaction monitoring (subcontractor) <ul style="list-style-type: none"> ○ Assumes 1-3 testing days required as needed 	<p>\$0</p> <p>\$0</p> <p>\$0</p>	<p>\$5,000</p> <p>\$1,500</p> <p>\$15,000</p>
2. Construction Contractor(s) <p>Based on engineer's estimates from October 2018. Includes 30% contingency</p> <ul style="list-style-type: none"> • Huckleberry Flat Pipeline (\$400,000-\$600,000) • Mainline/Wurr Road Pipeline (\$800,000-\$1,000,000) 	<p>\$350,000</p> <p>TBD</p>	<p>\$250,000</p> <p>TBD</p>