

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CSW|STUBER-STROEH ENGINEERING GROUP**

This Agreement is entered into this \_\_\_\_\_ day of August, 20 19, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and CSW|Stuber-Stroeh Engineering Group, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of preparing plans, designs, environmental documents, and permit applications for potential coastal public access improvements and natural resource protection ("Project") at the Tunitas Creek Beach Property ("Property").

**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 IP – Intellectual Property

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed NINE HUNDRED AND THIRTY-NINE THOUSAND, FOUR HUNDRED AND SEVENTY DOLLARS (\$939,470.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

The Project is being funded by a grant awarded by the California State Coastal Conservancy ("Conservancy"). Therefore, pursuant to the terms of the grant agreement with the Conservancy, the County will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except

that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to Contractor. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The County will reimburse Contractor for other necessary expenses if those expenses are reasonable in nature and amount, taking into account the nature of the Project, its location, and other relevant factors.

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 6, 2019, through August 6, 2022.

#### **5. Termination**

This Agreement may be terminated by Contractor or by the Parks Director, or his/her designee, at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause with seven (7) days' written notice. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

#### **6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

All material, data, information, and written, graphic or other work produced, developed or acquired under this Agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works,

and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

**7. Relationship of Parties**

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

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor 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.

Contractor 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. Contractor 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. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's

expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor 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 Contractor'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, Contractor shall, at Contractor'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, Contractor 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, Contractor) 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 Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## **9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

## **10. Insurance**

### **a. General Requirements**

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

### **b. Workers' Compensation and Employer's Liability Insurance**

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

Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

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

- (a) Comprehensive General Liability...     \$2,000,000
- (b) Motor Vehicle Liability Insurance...     \$1,000,000
- (c) Worker's Compensation ...     \$1,000,000
- (d) 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.** Insurance policies required by this section shall also be endorsed to the State of California, and that coverage shall not be canceled, except after thirty (30) days' prior written notice by first class mail has been given to the County and Conservancy; or in the event of cancellation of coverage due to nonpayment, after ten (10) days' prior written notice to the County and Conservancy.

**Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement

and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

## **12. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

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

### **b. Equal Employment Opportunity**

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

### **c. Section 504 of the Rehabilitation Act of 1973**

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

### **d. Compliance with County's Equal Benefits Ordinance**

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

### **e. Discrimination Against Individuals with Disabilities**

During the performance of this Agreement, Contractor shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall also comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government

Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article.

**f. History of Discrimination**

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

**g. Reporting; Violation of Non-discrimination Provisions**

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

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

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

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

**h. Compliance with Living Wage Ordinance**

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

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor 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) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

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

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

Pursuant to a grant agreement with the Conservancy, County shall maintain financial accounts, documents, and records (collectively, "records") relating to this Agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of

Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to work under this Agreement. Time and effort reports are also required. Contractor shall provide County with adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

#### **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: Nicholas J. Calderon, Assistant Parks Director  
Address: 455 County Center, Redwood City, CA 94063  
Telephone: 650-599-1386  
Email: ncalderon@smcgov.org

In the case of Contractor, to:

Name/Title: Robert Stevens, President  
Address: 260 Main St, Redwood City, CA 94063  
Telephone: 415-884-6442  
Email: rstevens@cswst2.com

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

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

For Contractor: CSW|Stuber-Stroeh Engineering Group

  
Contractor Signature

July 30, 2019  
Date

CSW/Stuber-Stroeh Engineering Group, Inc.  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

## **Exhibit A**

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

Contractor shall be comprised of the following firms, whose role(s) include(s):

- CSW/Stuber-Stroeh Engineering Group (CSW|ST2) who shall provide civil design, surveying, estimating, and project management services;
- Wallace Roberts and Todd (WRT) who shall provide design, planning, and community engagement services;
- LSA Associates, Inc. (LSA) who shall provide environmental consulting services;
- Cal Engineering & Geology, Inc. (Cal) who shall provide geotechnical services and;
- Gray-Bowen-Scott (GBS) who shall support coordination efforts for permits from the California Department of Transportation (“Caltrans”).
- A To Be Determined structural, mechanical, electrical, and plumbing engineer who will support in the development of any facilities (i.e. ranger station, residence, visitor center, bathrooms) included in the Preferred Alternative. This consultant will be selected to support the final design based upon the final project scope.

Contractor shall do, perform, and prepare, in a professional manner, the tasks and deliverables detailed in the following scope of work, provided the services shall be consistent with, and limited to, the standard of care applicable to such services. The Contractor’s services shall be consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.

### **TASK 1: OPPORTUNITIES AND CONSTRAINTS ASSESSEMENT**

*Objective: During this initial phase, the Contractor shall review existing studies, reports, and documents and complete additional analysis as determined required to prepare an opportunities and constraints map for use in developing the Project Alternatives.*

**1.1 Document Review:** Prior to the Project Kick-Off Meeting (detailed below), Contractor shall review all existing and available documents, reports, and information pertaining to the Property. These shall include, but not be limited to:

- Topographic and Boundary Survey – Ifland Survey (March, 2017)
- Environmental Site Assessment – Erler and Kalinowski, Inc. (February, 2017)
- Geotechnical Investigation and Geologic Feasibility Study – Romig Engineers (March, 2017)
- Geotechnical Investigation of Tunitas Creek Beach Access – Cotton, Shires & Associates, Inc. (December, 2017)
- Biological Resources Report – H.T. Harvey & Associates (March, 2017)
- Archaeological Survey Report – Past Lifeways Archaeological Studies (April, 2017)
- Asbestos, Lead, and Hazardous Building Material Investigation (for the residence and accessible cabin) – Acumen Industrial Hygiene, Inc. (March, 2017)
- Potable Water Test Well Findings – EarthFlow Drilling (2017)

- Western Snowy Plover Avoidance and Minimization Plan – Rincon Consultants, Inc. (April, 2018)
- Title Report and accompanying exceptions – First American Title and Insurance Company (April, 2019)
- “Charting a Course for Tunitas Creek Beach” Community Advisory Committee’s Vision Report (2019)
- Water Feasibility Study – Sherwood Design Engineers (2019)
- Property Density Credit Analysis – San Mateo County Planning Division (2019)
- Photos of existing POST donor recognition sites for reference
- California State Coastal Conservancy’s Accessway Standards

Parks shall provide the above-listed documents, reports, and information to Contractor upon execution of this Agreement.

After reviewing the required documents, reports, and information, Contractor shall identify any existing information gaps that may adversely impact the Project. Contractor shall provide a memorandum to Parks, DPW, POST, and the California State Coastal Conservancy (“Project Advisory Team”), no less than two weeks prior to the Project Kick-off Meeting, outlining the identified information gaps, how the information gaps will be resolved, and the timing required to collect the missing information. As some information may only be necessary for certain alternatives, the Contractor will identify which information is necessary for the preparation of the Project Alternatives and which may be obtained at a later date. Contractor shall provide a recommendation for preparation of additional studies at a later date. Should further investigations into the Property’s condition be required to eliminate the identified information gaps, Contractor shall submit to Parks a proposal outlining the scope of the investigations and a fee for services. During the development of the Project Alternatives and the Preferred Alternative, the Contractor may learn of additional information required and will discuss the needs with Parks and an approach to obtaining the data and information. No further investigations shall be commenced until County of San Mateo has authorized such work in writing.

**1.2 Project Kick-Off [Meeting #1]:** Contractor shall schedule, organize, and attend a Project Kick-Off Meeting at the Property with the Project Advisory Team. The intent of the Project Kick-Off Meeting is to discuss the Project’s goals, objectives, and deliverables; site opportunities and currently known constraints; identified information gaps; and delivery schedule. During this meeting, Contractor and the Project Advisory Team will identify other key stakeholders that need to be engaged for successful completion of the Project. These stakeholders may include, but may not be limited to, the San Mateo County Sheriff’s Office, California Coastal Commission, a representative(s) from the Community Advisory Committee, and Caltrans. Contractor shall meet with all agreed upon stakeholders to assist in the preparation of the Project Alternatives (as defined below).

**1.3 Additional Investigations and Technical Studies** Contractor shall complete any additional investigations and technical studies determined to be necessary during Task 1.1 for the successful preparation of the Project Alternatives. Known additional technical studies required include the following:

**A. View Corridor:** Contractor shall visit the site to develop (1) a photographic log of the existing conditions, (2) an understanding of preferred view corridors to plan potential overlook locations, and (3) a strategy for minimizing adverse impacts on the Property's existing view corridor;

**B. Parking Demand:** Contractor shall coordinate with the Project Advisory Team and other appropriate stakeholders to calculate the estimated visitor demand on the Park. This shall be done by collecting weekend peak period (12:00 to 4:00 pm) parking occupancy and visitor data at the Property during summer months. To support the assessment, Contractor shall also visit similar beach-parks along the San Mateo County Coastside and speak with other recreational beach managers to obtain visitor and parking demand data. Contractor shall also determine the number of passenger vehicle parking stalls necessary to accommodate the calculated estimated visitor demand.

As most recreational beaches have a visitor demand that exceeds on-site parking capacity, Contractor shall also include an assessment of where nearby overflow parking opportunities may be located and the path of travel park visitors would traverse to access the Park from the overflow parking locations.

**C. Entrance Configuration:** The construction of a driveway and/or parking area accessible from State Route 1 and/or within the State Route 1 right-of-way will require approval from Caltrans and may require the development of a left turn lane and acceleration/deceleration lanes. In accordance with Caltrans standards and requirements, Contractor shall complete a vehicle volume, type, and speed survey along the Property's frontage with State Route 1 to determine the lengths and configurations of the various lanes. Contractor shall also perform a site visit to confirm the corner sight and stopping sight distances. All Project components impacting State Route 1 or its right-of-way shall be designed in accordance with Caltrans standards.

**D. Hydrology:** Contractor shall review the topography to identify watersheds, flow paths, drainage, rainwater capture potential, and runoff rates and paths. Hydrology data shall be added as a layer to the Base Map (defined below) to assist in the preparation of the Project Alternatives.

**E. Sea Level Rise:** Contractor shall prepare a sea level rise analysis that projects how future anticipated sea level rise will impact erosion on the Property and the longevity of improvements proposed in the Project Alternatives. The analysis shall be prepared in permit-ready detail and be consistent with all pertinent land use and regulatory permit and approval guidelines.

The San Mateo County Office of Sustainability has prepared a county-wide sea level rise assessment, which included the project area. Information from this assessment, as well as other existing sources, including CoSMoS, should be relied upon to prepare the assessment.

**F. Biological Resources:** Contractor shall prepare a technical memorandum summarizing the biological resources known to occur on the Property and potential constraints that the biological resources may present to the Project. The primary purpose of the memo will be to identify habitats suitable for special-status plant and/or animal species, special-status natural communities, and/or jurisdictional features (e.g., wetlands or other waters of the United States or the State of California) that may be affected by the Project. Specifically, Contractor shall conduct the following tasks:

- Review the biological resources report prepared by H.T. Harvey & Associates (March, 2017) and search the California Department of Fish and Wildlife's California Natural Diversity Database, California Native Plant Society Inventory of Rare and Endangered Plants, and U.S. Fish and Wildlife Service's Information for Planning and Consultation on-line database in order to compile a list of special-status plants and animals that do or could occur in the Project vicinity; and
- Conduct a reconnaissance survey to verify that conditions at the site have not changed since 2017, when H.T. Harvey & Associates prepared the biological resources report. If a given location contains sensitive biological resources that should be avoided by proposed park development, Contractor shall identify such areas and include their location on the Base Map. Any identified changes in the Property condition or new biological resources identified shall also be added to the Base Map to assist in the preparation of the Project Alternatives.

**G. Cultural Resources Assessment:** In order to properly prepare the Base Map and Project Alternatives, Contractor shall prepare a Cultural Resource Assessment for the Property. As the Property is known to have been inhabited for a period by Ohlone Native Americans and have served as a stopping point for the Portola Expedition, it is suspected that there may be sensitive cultural resources onsite, which may affect the allowed uses, programming, and construction activities. Contractor shall conduct background research and a field survey of the portions of the Property that were not addressed in previous studies and prepare a technical report that identifies potential cultural resource constraints for the preparation of the Project Alternatives and selection of the Preferred Alternative. The Cultural Resource Assessment shall be prepared in accordance with all CEQA guidelines and requirements. In partial fulfillment of the tribal consultation requirements of Assembly Bill 52, Contractor shall draft letters for use in initiating outreach to tribes. Contractor shall contact the Native American Heritage Commission and obtain an Assembly Bill 52 contact list to augment any such list maintained by the County. Based on this list, Contractor shall prepare draft outreach letters for Parks.

**H. Historical Resources Evaluation.** Contractor shall prepare a Historical Resource Evaluation (HRE) of one cabin building constructed circa 1950 at 22800 Coast Highway (Assessor Parcel Number [APN]:066-340-050) and the single-family dwelling constructed circa 1960 at 20775 South Cabrillo Highway (APN: 081-060-030). Contractor shall conduct focused background research and an architectural field survey of the structures. Following the research and field review, Contractor shall prepare an architectural and historic context of the structures within the Property and evaluate their eligibility to determine their status

under CEQA and the San Mateo County General Plan (1986), and necessary compliance with state or federal laws. The methods and findings of the HRE will be combined with the cultural resources technical report, including California Department of Parks and Recreation 523 (DPR 523) Series Form records.

**I. Applicable Regulatory Constraints** Contractor shall schedule and participate in at least one meeting with the San Mateo County Environmental Health and Planning and Building Departments **[Meeting #2]** to understand applicable regulations, including land use policies, building codes, resource protection policies, and potable/non-potable water regulations. It may be necessary for Contractor to hold a follow-up meeting with each department for further clarification on applicable regulations. Contractor shall prepare a summary memo describing applicable ordinances, policies, regulations, and guidelines impacting the Property and relevant regional plans prepared by government agencies that could influence development of the Project. Policy inconsistencies and potential planning conflicts will be identified in table format, and potential policy conflicts will be described in greater textual detail. If necessary, Contractor shall make recommendations regarding Project changes that may be necessary to reconcile identified plan or policy inconsistencies.

**J. Foundation** Contractor shall access the existing single-family dwelling's foundation to determine its type, configuration, and integrity. Contractor shall prepare a memo and map detailing (1) what the foundation's load capacity is, (2) if the foundation satisfies existing building code standards, (3) if not, if the foundation can be repaired to satisfy existing building code standards, and (4) if the foundation needs to be partially or completely removed.

**K. Site Reconnaissance** Contractor shall visit the site to assess community features and how the public is currently using the Property, physical features and conditions, condition of asphalt pavement, drainage patterns, existing utilities, health of existing trees and landscaping, verify landslide features, and accessibility. Contractor shall compile a photographic log of the Project area to document the existing conditions.

**1.4 Working Sessions with Key Agencies [Meeting #3]:** Contractor shall engage with key agencies, including Caltrans, applicable resource agencies, California Coastal Commission, San Mateo County Sheriff's Office, California Highway Patrol, San Mateo County Fire, and the San Mateo Resource Conservation District in a working session to discuss key issues, site opportunities and constraints, and Project goals and objectives, and gather feedback on critical design decisions.

**1.5 Opportunities and Constraints Map** Using the data collected by Contractor and provided by Parks, Contractor will prepare an opportunities and constraints map (also referred to as "Base Map" herein) that illustrates topography, boundary, environmental and cultural resources, geologic hazard, social trails, County's emergency access path, existing structures, drainage

paths, above ground and below ground utilities, paved areas, easements of record, Caltrans pullout, mean high tide line, and view corridors. Contractor will use this map as the basis for planning the alternatives. The maps will be prepared using AutoCAD and presented in Acrobat and hardcopy formats.

**1.6 Contract Management** Throughout all phases of the Project, Contractor shall be responsible for the overall management of the subcontractors including the following:

**A. Project Management:** managing the subcontractors as well as tracking progress, schedule, and budget. Contractor shall be responsible for documenting decisions and keeping an official record of the Project. Furthermore, Contractor shall submit monthly progress reports identifying tasks completed, budget status, issues status, and tasks to be completed in the upcoming month;

**B. Quality Control/Assurance:** performing an independent quality assurance/quality control review of the subcontractor's documents prior to submittal;

**C. Meeting #4:** attending one meeting with the Project Advisory Team to present the findings of Task 1. All materials to be discussed at Meeting #4 shall be provided to the Project Advisory Team at least one week in advance of the meeting.

## **DELIVERABLES**

- Technical studies and memos, including any exhibits or renderings prepared, pertaining to the view corridor; ingress and egress to and from the Property and State Route 1; hydrology; the single-family dwelling's foundation; applicable land use, resource protection, and potable/non-potable water regulations as discussed with San Mateo County Environmental Health and Planning and Building Department;
- Biological and Cultural Resources Assessment and Technical Memoranda consistent with California Environmental Quality Act ("CEQA") requirements;
- Technical memoranda estimating the visitor demand on the Park, the number of passenger vehicle parking stalls necessary to accommodate the estimated demand, and an assessment of where nearby overflow parking opportunities may be located, and the path of travel park visitors would traverse to access the park from the overflow parking locations;
- Opportunities and Constraints Map drafted in AutoCAD, that includes Property boundaries, Caltrans' right-of-way, topography, known active and inactive landslides (delineated as such on the map), sensitive habitats, riparian corridor, user-created trails, County's emergency access path, archeological and cultural resources, existing structures, paved areas, drainage paths, fences and gates, above ground and underground utilities, regulatory constraints and setbacks, easements recorded on title, and any other items identified in the field or in reports that should be included;
- Meeting minutes and notes from Working Sessions with Resource Agencies; and
- Agendas and minutes for Meetings #1 to #4.
- Project Schedule that includes all Project deliverables, meetings, and processes. The Project Schedule shall be prepared in Gantt Format and provided in both hard copy and electronic format.
- Description of anticipated Caltrans coordination review, schedule, and permitting.



## **TASK 2: ALTERNATIVES ANALYSIS**

*Objective: Using the data collected in the existing conditions study (Task 1), the Contractor shall prepare three alternatives to create a county park at Tunitas Creek Beach.*

**2.1 Alternatives Analysis** Using the data developed in Task 1, Contractor shall prepare three Project Alternatives. While preparing the Project Alternatives, Contractor shall consider:

- (1) how the environmental resources present and limited infrastructure currently available at the Property will impact the number of people the Park can serve;
- (2) how visitors will access the beach from the top of the Property and any overflow parking areas;
- (3) what level of maintenance and management will be required to ensure environmental resources are protected during construction and while the Property is operating as a county park;
- (4) What are the estimated capital costs required to minimize long-term operations and maintenance costs;
- (5) what improvements are necessary and desirable to ensure Parks can efficiently and effectively manage the Property as a county park;
- (6) What is the desired experience for park visitors and how would the alternative maximize community amenities and values;
- (7) How water availability and demand as projected by the Water Feasibility Study will impact visitor experiences, park operations, project phasing, and the development of alternatives.;
- (8) How to ensure the public can safely access and recreate at the property, and
- (9) Any habitat restoration work to be conducted on the property.

Each Project Alternative shall include the following improvements:

- Engineered reinforcement of, drainage improvements to, and grading of the existing emergency access path in a manner consistent with Project guidelines;
- At least one vault-style restroom, and if possible, two vault-style restrooms;
- Designated parking lot(s), including the required number of ADA-parking stalls (all proposed parking lot(s) shall be accompanied by a turn template with assumptions to prove feasibility);
- Driveway providing vehicular ingress from and egress to State Route 1 (the proposed driveway shall be accompanied by a turn template with assumptions to prove feasibility);
- Drive aisles providing vehicular access to parking lot(s) and drop-off location(s) (all proposed drive aisles shall be accompanied by a turn template with assumptions to prove feasibility);
- Drop-off location(s) enabling recreationalists to drop off people and supplies before parking (the proposed drop-off location(s) shall be accompanied by a traffic circulation plan and turn template with assumptions to prove feasibility);
- Vehicular and pedestrian access controls in the form of gates, fences, and any other methods deemed effective and reasonable given the Property's constraints;
- Internal, ADA-accessible pedestrian pathways connecting the various improvements to ADA-accessible parking spaces;
- Picnic benches and tables and necessary infrastructure to support a waste management plan;

- ADA-accessible overlook of Tunitas Creek Beach and the Pacific Ocean, which shall be accessible from ADA-accessible parking spaces;
- Secured maintenance area for equipment and supplies necessary to manage the Property as a county park;
- Potable and non-potable water storage tank(s);
- A donor recognition site;
- ADA accessible pathway to the beach, and if not feasible, maximizing inclusive access to the beach; and
- Improving and/or decommissioning secondary accessways.

Each Project Alternative shall be accompanied by a rendering, digital overlay on the Base Map, and memo detailing the proposed improvements; the location of each proposed improvement; opportunities and constraints that will be experienced during the design, permitting, and construction phases; cost estimates including both construction and maintenance costs (maintenance costs to be coordinated with Parks); risks and benefits; environmental impacts and benefits; compliance with Caltrans' design standards for access to the Park from State Route 1 and the Pullout; ability to adapt existing site infrastructure including the home's foundation to support proposed improvements; methods to stabilize slopes and unstable geology in the vicinity of proposed improvements; conformance to operational requirements as determined by Parks; methods to provide water to the site; required grading for drainage and stability; drainage improvement work; and permitting requirements analyzed in permit ready detail. Contractor shall provide the memo, along with any renderings and digital overlays, to the Project Advisory Team no less than one week prior to Meeting #3.

The Project Alternatives shall be comprised of Alternative 1, Alternative 2, and Alternative 3. The three alternatives shall be developed in accordance with the guidelines below:

**Alternative 1:** This alternative shall include site improvements that have minimal impacts on the Property's natural environment and aesthetics. In this alternative, drive aisles, driveways, and on-site parking should be constructed using compacted Class II base rock in lieu of asphalt (with consideration given to surface and subsurface drainage); new structures should be avoided when possible, and if unavoidable, designed in the smallest size and footprint required to satisfy its purpose; and the securing of unstable geology through the construction of retaining structures should be a last resort. Site improvements should be situated and designed in a manner that allows them to blend with their surrounding environment and minimize visual impacts on the Property's natural aesthetics. This alternative should be developed with the understanding that future natural disasters (example: landslides, impacts due to sea level rise, etc.) will have adverse impacts on the condition of the Property, and future action will be needed to resolve any damage caused to the Property. Furthermore, the use of the site currently supporting the single-family dwelling on the Property should be designated for a low-impact use; possibly an overlook, picnic tables and benches, or interpretive panels (exact use to be determined).

Based on the improvements included in this alternative, construction may need to be done in phases. For this reason, Contractor shall also provide a plan for phasing construction of this Project Alternative over a period of no more than five years. Contractor will explore the feasibility of concurrent construction and public access in order to expedite the soonest possible park opening.

**Alternative 2:** This alternative shall include site improvements that have moderate impacts on the Property's natural environment and aesthetics. In this alternative, drive aisles and driveways should be paved to enhance ease and reliability of vehicular traction and mobility (with consideration given to surface and subsurface drainage); on-site parking may be constructed using compacted Class II base rock in lieu of asphalt (with consideration given to surface and subsurface drainage); new structures should be limited to the smallest size possible, while still achieving its objective and located based on functionality, not magnitude of impacts on the natural environment and aesthetics of the Property; pedestrian serving improvements should be located in the center of the Property; and the securing of vital improvements (example: emergency access path, parking lots, picnic tables and benches, overlooks) should be achieved through the construction of small-scale retaining structures. With the incorporation of small-scale retaining structures, the Property and improvements should be able to withstand small to moderate size natural disasters (example: landslide, sea level rise, etc.). Use of the site currently supporting the single-family dwelling on the Property should be used for a moderate-impact use; possibly a small ranger station, small ranger residence, supplemental parking, storage for equipment and supplies needed to manage the Property as a county park, or a campground (exact use to be determined). In this alternative, improvements should be sited and designed in a manner that allows them to blend with the surroundings and compliment the natural environment.

Based on the improvements included in this alternative, construction may need to be done in phases. For this reason, Contractor shall also provide a plan for phasing construction of this Project Alternative over a period of no more than five years. Contractor will explore the feasibility of concurrent construction and public access in order to expedite the soonest possible park opening.

**Alternative 3** This alternative shall include the most robust set of improvements of the Project Alternatives. In this alternative, all drive aisles, driveways, and on-site parking shall be paved to enhance ease and reliability of vehicular traction and mobility (with consideration given to surface and subsurface drainage); new structures should be designed and sited based on functionality and ability to provide the desired visitor experience; and the securing of vital improvements (example: emergency access path, parking lots, picnic tables and benches) should be achieved through the construction of large-scale retaining structures. With the incorporation of large-scale retaining structures, the Property and improvements should be able to withstand anticipated natural disasters (example: landslide and adapt to sea level rise) and prevent adverse impacts to Park

operations. Use of the site currently supporting the single-family dwelling on the Property should be used for a large-impact use; possibly a ranger residence or visitor center (exact use to be determined). In this alternative, improvements should be sited and designed in a manner that allows them to complement their surroundings and the natural environment.

Based on the improvements included in this alternative, construction may need to be done in phases. For this reason, Contractor shall also provide a plan for phasing construction of this Project Alternative over a period of no more than five years. Contractor will explore the feasibility of concurrent construction and public access in order to expedite the soonest possible park opening.

**2.2 Feasibility Studies:** In support of the Project Alternatives developed in Task 2.1, the Contractor shall develop studies that support the creation of a new park including the following:

**Parking in Caltrans' Right-of-Way:** Based on the limited usable space on the Property due to topography, unstable geology, sensitive resources, and extensive improvements required to convert the Property into a County park, it is expected that there will be a limited number of on-site parking stalls available for Park visitors. For this reason, Contractor shall prepare a feasibility study assessing the options for utilizing an adjacent State Route 1 pullout ("Pullout") for supplemental parking.

Contractor shall identify the potential number of parking stalls that may be available within the Pullout, ingress and egress to and from State Route 1, the path of travel pedestrians would take to access the main entrance of the Park from the Pullout, and any pedestrian facilities required to ensure safe, adequate, and reliable access to the Park. All considerations shall be feasible in nature when accounting for costs, constructability, permitting, and usability and be designed in accordance with Caltrans standards. Contractor shall also prepare a turn template drawing(s) with assumptions to prove feasibility.

As part of the assessment, Contractor shall engage with Caltrans – who owns the Pullout – to determine the probability of designating the Pullout, or a portion of the Pullout, as parking for Park visitors; the process that would need to be adhered to in order to satisfy all permitting requirements; permits required to use the Pullout, or a portion of the Pullout, for Park parking; the design standards that would need to be utilized; and any other opportunities and constraints that may be encountered. This shall include Caltrans required improvements within the state Right-of-Way. All this information should be provided to the Project Advisory Team in a memo. The memo shall also include a schedule and cost estimate for designing and permitting a parking lot in the Pullout, implementation of any proposed improvements within the Pullout or Right-Of-Way, and studies or evaluations required by Caltrans for Project approvals.

Based on the estimated visitor demand on the Park, total number of passenger vehicle parking stalls necessary to accommodate the estimated demand, and feasibility of permitting and constructing a parking lot in the Caltrans Pullout, the parking lot, or a

variation of the parking lot, may be incorporated into each Project Alternative. Incorporation of the parking lot in any or all the Project Alternatives will be based on the findings of the feasibility study, public feedback, and Parks' operational capabilities.

**Donor recognition site:** A special donor recognition site is needed to recognize the names of major donors to POST that helped make this Project possible. The donor recognition site may coincide with other named project elements: ADA overlooks, picnic benches and tables, visitor center or ranger residence

It is requested that the recognition site be designed to incorporate the Property's natural elements and stunning view. It should also be designed in a way that allows for additional names to be added over time. Coastal weather damage, possible vandalism and the future need to replace or repair some of the elements should be kept in mind. The site should provide two levels of recognition: one area where all donors are recognized and one area with noticeable greater recognition for the highest-level supporters (e.g. a panel or kiosk that lists all donor names), and a special seating area or vista point that recognizes just the top 25 supporters. Photos of existing POST donor recognition sites are provided.

**Single-Family Dwelling:** Using the assessment prepared in Task 1.3.I "Foundation", Contractor shall prepare a memo recommending the three (3) most feasible uses for the footprint of the existing single-family dwelling and detailing the permitting requirements for each use; utility services required for each use; geologic stability of the site; each uses' impact on the Property's biological and cultural resources; ingress and egress to the location; each uses' impact on the operation of the Property as a County park; opportunities, constraints, and costs associated with the planning, permitting, design, and construction of each use; and how the three most feasible recommendations are incorporated into Alternative 1, Alternative 2, and Alternative 3. Any proposed improvement must be allowable under current zoning regulations and applicable local, state, and federal laws and ordinances.

**2.3 Outreach:** Contractor shall present the Project Alternatives to the Project Advisory Team as well as the community in a series of meetings. Each meeting shall support in the refinement of the Project Alternatives to identify the Preferred Alternative. In revising the Project Alternatives, the Contractor shall consider various factors, including public input, feasibility of implementation of the proposed improvements, improvement's impact on the County's ability to efficiently and effectively manage the Property as a County park, permitting requirements, time needed to construct the improvements, impacts to natural and cultural resources, cost to implement, operate, and maintain the improvements, the Community Advisory Committee's Vision Report and costs. The following are meetings necessary to coordinate the process:

**Project Advisory Team [Meetings #5, 6, 7 and 8]:** The Contractor shall meet with the Project Advisory Team on four occasions to review the Project Alternatives as well as proposed materials to be presented at the community meetings. The first three meetings

shall review the drafts of the Project Alternatives and the final meeting shall be an overview of the Preferred Alternative.

**Public Outreach** Within 30 days of execution of this Agreement, Contractor working in collaboration with the Project Advisory Team, shall develop a community engagement strategy that includes the proposed location of each community engagement meeting; how outreach will be conducted to promote each community engagement meeting; online tools to be used in promoting the Project, understanding desired authorized uses of the Property, and soliciting feedback; how Disadvantaged Communities will be engaged; and how meeting and Project materials will be made available in multiple languages. The community engagement strategy should also be set up in a way that allows people to share experiences and provide feedback on how they are currently using the Property.

Within the community engagement strategy, Contractor shall outline three community engagement meetings to refine the Project Alternatives including:

- Community Meeting – Park Alternatives **[Meeting #9]**: Present the first public draft of the Project Alternatives. The objective of this meeting is to understand what features the community seeks (including recreation and habitat management), while ensuring Parks can responsibly manage the park and maintain the improvements;
- Community Meeting – Refined Park Alternatives **[Meeting #10]**: Present the refinements of the Project Alternatives responding to public comment; and
- Community Meeting – Preferred Park Alternative **[Meeting #11]**: Presentation of the Preferred Alternative.

For each meeting, Contractor shall prepare full color poster boards and PowerPoint presentations illustrating site conditions as well as the Project Alternatives to inform the public regarding the project, support conversation, and solicit feedback. Contractor shall record public comments.

Contractor shall also include pop-up kits so Parks and POST can participate in pop-up events at Farmer's Markets, community events, Tunitas Creek Beach Clean-up events, and bayside events.

**2.4 Governing and Advisory Boards:** The Contractor shall support Parks in presenting the Project Alternatives to the following:

**Parks Commission [Meeting #12]:** Contractor shall attend a San Mateo County Parks and Recreation Commission ("Parks Commission") meeting to assist in the presentation of the Preferred Alternative and to answer any questions asked by the Parks Commissioners and public. Contractor shall also assist Parks in preparing all meeting and presentation materials.

**Board of Supervisors [Meeting #13]:** Contractor shall attend a San Mateo County Board of Supervisors meeting to assist in the presentation of the Preferred Alternative and to answer

any questions asked by the Board of Supervisors and public. Contractor shall also assist Parks in preparing all meeting and presentation materials.

**2.5 Project Management:** The Contractor shall provide project management and quality control consistent with Task 1.6.

## **DELIVERABLES**

- Minutes and agendas for all meetings.
- Community engagement strategy illustrating methods to advertise the Project, as detailed in Task 2.3.
- Public meeting materials including graphics to advertise the meeting, graphics to illustrate alternatives (including handouts, poster boards, screens, and easels), and summary of comment received.
- Pop-up kits for engagement at community events.
- Alternatives 1, 2, and 3 in three versions refined based on agency and community comment.
- Feasibility studies for parking in the Caltrans right of way, re-using the existing home, the donor recognition site.
- A preferred alternative for one of the three alternatives.

## **TASK 3: SCHEMATIC DESIGN**

*Objective: The Contractor will develop the Preferred Alternative to the 35% level of design for use in outreach and environmental review.*

**3.1 Schematic Design** Based upon the Preferred Alternative, which for the purpose of this fee proposal is assumed to be Alternative 2. Contractor shall prepare the following documents:

### **A. Plans to the 35% level and Exhibits**

- Title sheet and vicinity map
- Resource Protection Plan
- Site Clearing Plan
- Site Plan Depicting Roadways, Parking Areas, and Pedestrian and vehicular Pathways
- Site Paving Plan (if applicable)
- Drainage and Water Quality Plan
- Utility Plan for water, electricity and communications as determined necessary in the Preferred Alternative
- Soil/ slope repair plan
- Amenities plan depicting picnic areas, look outs, donor site, and related features
- Restroom Building Layout and Elevations
- Small Ranger station or residence including plans, sections, and elevations.
- Public improvement plan within the Highway 1 right-of-way to support the driveway and adjacent parking area
- If deemed necessary, a map displaying overflow parking opportunities in the vicinity of the Property and the path of travel park visitors would traverse to access the park from the overflow parking locations.

## **B. Renderings**

- Full color site plan
- At least four axiomatic renderings of the proposed plan

## **C. Additional Documentation**

Contract shall provide any additional documentation in memo, exhibit, and spreadsheet format. Additional documentation may include, but not be limited to:

- Cost analysis
- Permitting considerations
- Caltrans required studies including, but not limited to, volume and sight distance

**3.2 Review Meeting (Meeting #14)** Contractor shall schedule and participate in a meeting with the Project Advisory Team to review internal comments on the 35% plans and associated documents as well as review materials to be presented at the third public outreach meeting. Contractor shall make any changes to the plans and specifications requested by the Project Advisory Team during the meeting. Contractor shall provide the Project Advisory Team with the 35% plans and documents no less than two weeks prior to Meeting #14.

**3.3 Public Outreach (Meeting #15)** Contractor shall organize and host a fourth community engagement meeting in accordance with the approved community engagement strategy. The objective of the meeting is to present the 35% design to the public illustrating the improvements and their location; identifying the opportunities and constraints; and how the improvements will contribute to a park offering sustainable coastal access and recreation opportunities to the public that also preserves the Property's natural resources.

For the meeting, Contractor shall prepare full color poster boards illustrating the 35% plans, a draft presentation, and support Parks in presenting the Preferred Alternative and soliciting public feedback. Contractor shall also record all public comments.

**3.4 Project Management:** The Contractor shall provide project management and quality control consistent with Task 1.6.

## **DELIVERABLES**

- Meeting minutes from Meeting #12;
- Preferred Alternative schematic design in accordance with the 35% plans and specifications. The schematic designs shall illustrate the plan, sections and aerial perspective (30 X 42-inch sheets) or as agreed to between Contractor, DPW and Parks and renderings of special site areas (minimum 6-character sketches, 8 1/2 X 11 to 11 X 17-inch sketches to be compiled onto 30 X 42-inch sheets).
- Consultant shall prepare all meeting documents, presentations, and visuals for the community meeting similar to as detailed in Task 2.



## **TASK 4: ENVIRONMENTAL REVIEW & PERMITTING**

*Objective: The Contractor will prepare environmental documentation pursuant to the California Environmental Quality Act (CEQA) with San Mateo County as the lead agency. Contractor will prepare a Mitigated Negative Declaration supported by an Initial Study to complete the CEQA review.*

**4.1 Project Description** Upon completion and acceptance of the 35% plans and specifications, Contractor shall initiate preparation of the environmental documents for the Preferred Alternative. Contractor shall discuss the proposed improvements with the Project Advisory Team, confirm expectations regarding the tasks to be completed; and gather information and data specific to the Project site. Contractor shall work closely with the Project Advisory Team, to develop the appropriate level of detail for the Project description. The Project description will describe the components of the Project as well as the environmental setting and baseline for the Project area.

Prior to commencement of the Initial Study, Contractor shall complete all assessments and reports necessary to effectively complete the Initial Study. While most assessments have been completed and provided to Contractor, some may need to be updated. Moreover, as previously stated, the Contractor will need to complete a Cultural Resource Assessment.

**4.2 Administrative Draft Initial Study/Mitigated Negative Declaration** Contractor shall prepare an Initial Study in accordance with the current CEQA Checklist (Appendix G of the CEQA Guidelines). The Initial Study will include all the checklist topics and include a response to each checklist question. Environmental analysis will be based on information available and additional technical studies prepared as part of the Project, including the technical work conducted as required by Task 1. Such analysis will include the CEQA-required “no project” alternative. It is assumed that the Preferred Alternative will require a Mitigated Negative Declaration, however, if the Initial Study determines a more extensive level of environmental review is warranted, Contractor shall notify Parks and parties will negotiate an amendment to this Agreement.

**4.3 Revised Initial Study/Mitigated Negative Declaration** Contractor shall amend the Administrative Draft IS/MND based on a single set of consolidated comments from the Project Advisory Team and will submit a revised version of the document for approval. The purpose of the pre-print review will be to verify that the Project Advisory Team is satisfied with new and revised text.

**4.4 Public Review Draft Initial Study/Mitigated Negative Declaration Document** Presuming that a Mitigated Negative Declaration is determined to be the appropriate level of environmental review, Contractor shall produce a total of 20 copies of the Public Review Draft IS/MND, along with a PDF digital file suitable for electronic distribution. Contractor shall also coordinate with the Parks and DPW to distribute the Draft IS/MND pursuant to CEQA and County review procedures. Contractor will notify qualified Native American tribes of the opportunity for consultation as required by Assembly Bill 52. Should a consultation be required, Contractor and Parks shall coordinate to satisfy all aspects of the consultation process and required follow-up deliverables.

**4.5 Response to Comments/Final Draft Initial Study/Mitigated Negative Declaration Document** Contractor shall review public and agency comments received on the draft IS/MND during the public review period, and prepare responses in a memorandum format, as required. Contractor shall also prepare a Mitigation Monitoring and Reporting Program (MMRP) using the County's preferred format. The MMRP will list mitigation measures that are recommended in the IS/MND and provide standards and timelines for monitoring these mitigation measures. The MMRP will be submitted as an appendix to the Final IS/MND, which the Contractor shall also be responsible for preparing.

**4.6 Meetings and Public Hearing** Contractor shall be available throughout the IS/MND process to discuss the Project and strategize about the environmental documentation.

**4.7 Code and Regulatory Requirements, Agency Coordination, and Permitting** Contractor shall provide preliminary technical guidance regarding regulatory permits and describe permitting implications for the Preferred Alternative. The list of required permits will be included in the Project description and the discussion of permitting implications and possible implementation strategies will be included in the biological resource's technical memorandum.

Contractor shall prepare all necessary permits applications and secure all applicable permits and approvals, including a Coastal Development Permit application according to San Mateo County's certified Local Coastal Program. Contractor shall also prepare all other permit applications as required, which may include, but not be limited to, a U.S. Army Corps of Engineers Nationwide Permit, Regional Water Quality Control Board Water Quality Certification, California Department of Fish and Wildlife Lake or Streambed Alteration Agreement.

To ensure the agency coordination and permitting process is as efficient and effective as possible, Contractor shall host a site visit for the applicable resource agencies and engage in early conversations regarding the anticipated impacts and features included in the Preferred Alternative **[Meeting #16]**.

Contractor shall attend the San Mateo County Planning Commission meeting **[Meeting #17]** to assist Parks in securing applicable permits and approvals, including a Coastal Development Permit.

**4.8 Project Management:** The Contractor shall provide project management and quality control consistent with Task 1.6. This will include one coordination meeting **[Meeting #18]** with Parks.

## **DELIVERABLES**

- Five (5) bound paper copies and one (1) electronic version (PDF and .doc) of the Project Description and Administrative Draft IS/MND
- IS, NOI, and NOC to the State Clearinghouse in electronic format which will consist of production of fifteen (15) compact discs (CD) and preparation of the State Clearinghouse Summary form

- Advertisement of the Draft IS/MND to be posted in the local newspaper, on the County's website, and at other locations deemed necessary or appropriate by Parks or DPW
- Ten (10) bound hard copies, one (1) unbound hard copy, and one (1) electronic PDF version of the Final IS/MND
- Submit all applicable permit applications and secure all applicable governmental permits and approvals including, but not limited to, a Coastal Development Permit, and the county-approved environmental document.

## **TASK 5: FINAL DESIGN**

*Objective: With the conclusion of the environmental review process, the Contractor will prepare final documents for use in bidding and construction.*

**5.1 Final Design** Contractor will prepare final documents at the 65% and 90% level of design, including the following:

**A. Plans and Exhibits** Plans and specifications are to incorporate County's standard templates (including drawings and specifications) and Caltrans Standard Plans and Specifications (2018 edition).

- Title sheet and vicinity map
- Resource Protection Plan
- Site Clearing Plan
- Site Plan Depicting Roadways, Parking Areas, Vehicular and Pedestrian Pathways, Fences, and Gates
- Site Paving Plan
- Site Grading Plan
- Site Drainage and Storm Water Control Plan
- Utility Plan
- Retaining wall layout, profile, and details
- Details of picnic areas and lookouts
- Restroom Building Layout and Elevations
- Ranger Station or residence including plans, sections, and elevations
- Structural, electrical, and plumbing plans
- Temporary Erosion/Sediment Control Plan
- Construction Staging Plan
- Roadway layout and striping plan for Highway 1, the driveway access, and parking within the Pullout
- Construction mitigation measures for the creek and beach, as required by permitting conditions, shall be incorporated into the construction documents.
- Plans and specifications are to incorporate the County's standard templates (including storm water treatment Best Management Practices to satisfy the design requirements of the County's Countywide Pollution Prevention Program, and the Regional Water Quality Control Board. Refer to County Planning and Building Department Storm Water Treatment Requirements.

**B. Structural and Energy Use Calculations**

**C. PG&E service application**

- D. Specifications and Bid Schedule consistent with the County's Standards
- E. Storm Water Pollution Prevention Plan
- F. Cost Estimate and Bid Schedule
- G. Caltrans required studies, information, reports, and applications

**5.2 Public Outreach [Meeting #20]** Contractor shall host a meeting to present the 65% plans and specifications and solicit feedback from the public. Contractor shall prepare flyers and electronic documents to advertise the meeting. For the meeting, Contractor shall prepare color poster boards at a suitable size for viewing that illustrate the 65% plans, easels, and a presentation and support the Department in presenting the Preferred Alternative and soliciting feedback. Contractor shall record public comment.

**5.2 Permitting.** Using the 90% level plans, Contractor shall prepare applications and secure approval from the following agencies to secure permission to construct the improvements:

- A. CALTRANS – Encroachment permit for construction of improvements along Highway.
- B. San Mateo County Building Permit for restrooms and ranger station or residence.

**5.4 Final Design.** Based upon the final agency approvals, the Contractor will prepare final documents for use in bidding in accordance with all applicable standards and regulations.

**5.4 Project Management:** The Contractor shall provide project management and quality control consistent with Task 1.6. This will include two meetings with Parks [Meetings #19 and 21].

## **DELIVERABLES**

- Plans, specifications, and support documents in PDF, hardcopy, and drafted in Computer Aided Drafting, Civil 3D software
- Public outreach exhibits
- Meeting agendas and minutes
- Final documents in PDF, hardcopy, and drafted in Computer Aided Drafting, Civil 3D software

## **TASK 6: BIDDING AND CONSTRUCTION SUPPORT**

**6.1 Bidding Support** Contractor shall assist during the bidding phase by assisting in outreach, attending the pre-bid meeting, responding to contractor requests for information, and preparing two bid addenda if necessary. Contractor will provide support to County staff with respect to bidding and award of construction of the Project, including development of solicitation documents and assistance with the evaluation of bid results and responding to requests for information (RFIs) during bidding.

**6.2 Construction Support** During construction, Contractor shall review submittals, prepare change order request documents including preparation and issuance of revised stamped construction drawings if needed in the event of differing site conditions or modifications are required to the design bid drawings during construction, review change order costs, respond to

contractor questions, provide technical guidance, and prepare a punch list near the completion of construction.

Finally, Contractor shall prepare as-built documents based upon the contractor's markup in Acrobat format.

**6.3 Contract Management** Contractor shall complete the tasks as defined in Task 1.6. Included in this phase are five in person meetings and ten conference calls with DPW, Parks, and the selected construction firm. Meeting allocation will be determined by DPW and Parks.

## **DELIVERABLES**

- Response to contractor bid requests
- Prepare bid addenda
- Provide Computer Aided Drafting, Civil 3D drawings to the contractor for layout
- Provide narrative from site observation visits
- Review submittals
- Provide punch list near the completion of construction
- Prepare As-Built documents

## **ADDITIONAL SERVICES**

The following services may be necessary to develop the design for Tunitas Creek Beach Park.

### **TASK A: CALTRANS SUPPORT**

**A1 Consulting.** If during discussions with Caltrans, Contractor and / or Parks determines that there will be difficulty in securing approval(s), Contractor shall engage GBS to provide support. GBS will support the team in coordination with Caltrans, which may include, but not be limited to coordinating the encroachment permit and securing design exceptions.

- Provide preliminary consultation with Caltrans (Maintenance, Highway Operations, Right of Way, Design, etc.)
- If needed, support the Contractor and Project Advisory Team in refining proposed layout based on preliminary consultation with Caltrans.
- Follow-up communications with Caltrans including structuring and scheduling a meeting between Caltrans and the Project Advisory Team.
- Prepare draft and final memo regarding findings and conclusions. If proposed use appears feasible, memo will also outline probable process with Caltrans. No more than one round of comments on draft memo.

### **TASK B: RIGHT OF WAY DISPOSITION**

**B1 Consulting.** As the State's current right of way exceeds the Highway Design Manual's requirements for a highway and could be considered as "Excess Lands", the project could transfer it to the County through the Decertify and Dispose of Right of Way process. In this process, the State receives compensation for the fair market value of the land. However, in this case, as the project makes safety improvements by concentrating access to the highway in one location, the project would claim no compensation would be paid. The Contractor will complete a plat map,

legal description, and closure calculations consistent with the Caltrans Right of Way Manual to transfer the property.

**B2. Approval.** The Contractor will coordinate with Caltrans right of way Department to secure approval of the transfer.

### **TASK C: ADDITIONAL DATA COLLECTION**

**C1. Field Survey.** The Contractor shall provide a field survey crew for up to one day to complete supplemental data collection as determined during Task 1.1.

**C2. Mapping.** The Contractor shall integrate the data into the base map.

### **TASK D: GEOTECHNICAL ASSESSMENT**

**D1. Field Survey. Geotechnical Analysis:** Based on the Preferred Alternative, our team may suggest acquiring additional data to better characterize the subsurface conditions. This task will include the following actions:

- A Pre-Field Activities.** Contractor will coordinate with San Mateo County to obtain the required permits necessary to complete the exploration. Contractor's explorations will be backfilled with cement grout in accordance with the County's standards. This will include a private utility notification.
- B Field Investigation.** Contractor will complete two borings to characterize the subsoil conditions to a depth of about 10 feet below the ground's surface.
- C Laboratory Testing.** Contractor 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.** Contractor will develop geotechnical design recommendations for the foundation system for a small wood framed structure, slope stability, or retaining structures.

### **TASK E: MATERIALS SAMPLING AND TESTING**

**E1. Materials Evaluation:** To determine the compressive strength of the residence's existing foundation, our team can acquire a sample of concrete and test its compressive strength using the American Society for Testing and Materials methods. We will take two samples, test, and provide the findings in a memorandum format.

**Exhibit B**


In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

**Please find the approved Fee Schedule attached.**

<div> <div>TUNITAS CREEK BEACH IMPROVEMENTS</div> <div> <div>SUMMARY OF LABOR EFFORT</div> <div> <div>CSW   ST 2</div> <div>07.18.2019</div> <div>Billable Rate (\$/ hour)</div> </div> </div> </div>	CSW   ST 2 Project Manager and Civil Engineer					Total Hours	Total CSW   ST2 Fee	WRT Landscape Architect	LSA Environmental Planner	Cal Engineering Geotechnical Engineer	Other Mech, Struct, Plumbing, Elect	GBS CALTRANS	Total Fee
	Robert Stevens Project Manager	Varies Project Engineer	Varies Staff Engineer	Varies Survey Team	Varies Admin								
	205.00	160.00	140.00	250.00	90.00			FEE	FEE	FEE	FEE	FEE	
Task 1 Opportunities and Constraints													
1.1 Document Review	10	30				40	\$6,850	\$2,500	\$3,500	\$2,500			\$15,350
1.2 Kickoff Meeting (Meeting 1)	8					8	\$1,640	\$1,500	\$1,000	\$1,200			\$5,340
1.3 Technical Studies													
View Corridor						0	\$0	\$2,000					\$2,000
Parking Demand	4	20				24	\$4,020						\$4,020
Entrance Configuration	4	20	20			44	\$6,820						\$6,820
Hydrology		10				10	\$1,600						\$1,600
Sea Level Rise	4	8	10			22	\$3,500						\$3,500
Biological Resources						0	\$0		\$4,000				\$4,000
Cultural Resources						0	\$0		\$10,000				\$10,000
Historical Resources Evaluation						0	\$0		\$9,000				\$9,000
Regulatory Constraints (Meeting 2)	4					4	\$820		\$2,500				\$3,320
Foundation		12				12	\$1,920			\$3,000			\$4,920
1.4 Work Session with Key Agencies (Meeting 3)	6					6	\$1,230						\$1,230
1.5 Opportunities and Constraints Map	8	30	40			78	\$12,040	\$8,000		\$2,500			\$22,540
1.6 Contract Management													
Project Management	20					20	\$4,100						\$4,100
QA/QC	8					8	\$1,640						\$1,640
Meeting 4	8					8	\$1,640			\$800			\$2,440
Task 1 Opportunities and Constraints Assessment	84	130	70	0	0	284	\$47,820	\$14,000	\$30,000	\$10,000	\$0	\$0	\$101,820
Task 2 Alternatives Analysis													
2.1 Alternatives Analysis													
Exhibits	16	70	90		8	184	\$27,800	\$50,000	\$1,000	\$4,000	\$8,000		\$90,800
Analysis and Technical Documents	10	50	60		8	128	\$19,170	\$23,000	\$2,000	\$1,500	\$6,000		\$51,670
2.2 Feasibility Studies													
Parking in Caltrans ROW	8	20	30			58	\$9,040						\$9,040
Donor Recognition Site						0	\$0	\$8,000					\$8,000
Single Family Dwelling	8	10				18	\$3,240	\$5,000					\$8,240
2.3 Alternatives Refinement													
Project Advisory Team Review Meeting 5	8	40	50			98	\$15,040	\$6,000		\$3,500	\$6,000		\$30,540
Project Advisory Team Review Meeting 6	8	25	30			63	\$9,840	\$6,000		\$3,000	\$4,000		\$22,840
Project Advisory Team Review Meeting 7	8	16	30			54	\$8,400	\$6,000		\$1,000	\$2,000		\$17,400
Project Advisory Team Review Meeting 8	8	8				16	\$2,920	\$5,000					\$7,920
Community Meeting 1 (Meeting 9)	4					4	\$820	\$7,000					\$7,820
Community Meeting 2 (Meeting 10)	4					4	\$820	\$6,000					\$6,820
Community Meeting 3 (Meeting 11)	4					4	\$820	\$5,000					\$5,820
2.4 Governing and Advisory Boards													
Parks Commission (Meeting 12)	4					4	\$820	\$2,000					\$2,820
Board of Supervisors (Meeting 13)	4					4	\$820	\$2,000					\$2,820
2.5 Contract Management													



TUNITAS CREEK BEACH IMPROVEMENTS		CSW ST 2						Total CSW   ST2 Fee	WRT	LSA	Cal Engineering	Other	GBS	Total Fee
		Project Manager and Civil Engineer							Landscape Architect	Environmental Planner	Geotechnical Engineer	Mech, Struct, Plumbing, Elect	CALTRANS	
SUMMARY OF LABOR EFFORT		Robert Stevens Project Manager	Varies Project Engineer	Varies Staff Engineer	Varies Survey Team	Varies Admin	Total Hours							
07.18.2019														
Billable Rate (\$/ hour)		205.00	160.00	140.00	250.00	90.00			FEE	FEE	FEE	FEE	FEE	
Project Management		30					30	\$6,150						\$6,150
QA/QC		8					8	\$1,640						\$1,640
Task 2 Alternatives Analysis Subtotal:		132	239	290	0	16	677	\$107,340	\$131,000	\$3,000	\$13,000	\$26,000	\$0	\$280,340
Task 3 Schematic Design														
3.1 Schematic Design														
Draft		8	50	160		8	226	\$32,760	\$35,000		\$8,000	\$15,000		\$90,760
Final		8	30	90		8	136	\$19,760	\$25,000		\$5,000	\$8,000		\$57,760
3.2 Review Meeting (Meeting 14)		4					4	\$820	\$1,000					\$1,820
3.3 Public Outreach (Meeting 15)		4					4	\$820	\$5,000					\$5,820
3.4 Contract Management														
Project Management		10					10	\$2,050						\$2,050
QA/QC		4					4	\$820						\$820
Task 3 Schematic Design Subtotal:		38	80	250	0	16	384	\$57,030	\$66,000	\$0	\$13,000	\$23,000	\$0	\$159,030
Task 4 Environmental Review and Permitting														
4.1 Project Description		8					8	\$1,640		\$1,500				\$3,140
4.2 Admin Draft IS/MND							0	\$0		\$15,100				\$15,100
4.3 Revised IS/MND							0	\$0		\$4,500				\$4,500
4.4 Public Review IS/MND							0	\$0		\$4,700				\$4,700
4.5 Final IS/MND							0	\$0		\$6,400				\$6,400
4.6 Public Hearing		4					4	\$820		\$5,000				\$5,820
4.7 Permitting														
Corps of Engineer			8				8	\$1,280		\$5,200				\$6,480
RWQCB			8				8	\$1,280		\$5,200				\$6,480
Coastal Development			6				6	\$960		\$5,200				\$6,160
Tree Survey Removal Permit							0	\$0		\$6,200				\$6,200
Section 7 Biological Assessment							0	\$0		\$5,300				\$5,300
Streambed Alteration Agreement							0	\$0		\$5,300				\$5,300
Planning Commission (Meeting 16)		4					4	\$820		\$1,500				\$2,320
4.8 Contract Management														
Project Management		30					30	\$6,150						\$6,150
QA/QC		4					4	\$820						\$820
Meetings (Meeting 17)		8					8	\$1,640		\$2,000				\$3,640
Task 4 Environmental Review and Permitting		58	22	0	0	0	80	\$15,410	\$0	\$73,100	\$0	\$0	\$0	\$88,510
Task 5 Final Design														
5.1 Final Plans														
65% PS&E		10	80	140		8	238	\$35,170	\$55,000		\$12,000	\$25,000		\$127,170
90% PS&E		6	40	100		6	152	\$22,170	\$25,000		\$4,000	\$8,000		\$59,170
5.2 Public Outreach		4					4	\$820	\$3,000					\$3,820

<b>TUNITAS CREEK BEACH IMPROVEMENTS</b>  <b>SUMMARY OF LABOR EFFORT</b>   07.18.2019 Billable Rate (\$/ hour)	CSW   ST 2 Project Manager and Civil Engineer					Total Hours	Total CSW   ST2 Fee	WRT Landscape Architect	LSA Environmental Planner	Cal Engineering Geotechnical Engineer	Other Mech, Struct, Plumbing, Elect	GBS CALTRANS	Total Fee
	Robert Stevens Project Manager	Varies Project Engineer	Varies Staff Engineer	Varies Survey Team	Varies Admin								
	205.00	160.00	140.00	250.00	90.00			FEE	FEE	FEE	FEE	FEE	
<b>5.3 Permitting</b>													
CALTRANS		10				10	\$1,600						\$1,600
San Mateo County		16				16	\$2,560				\$3,000		\$5,560
<b>5.4 Final Design</b>	2	20	20		2	44	\$6,590	\$5,000		\$1,000	\$2,000		\$14,590
<b>5.5 Contract Management</b>													
Project Management	30					30	\$6,150						\$6,150
QA/QC	8					8	\$1,640						\$1,640
Meetings (Meetings 18 and 19)	8					8	\$1,640	\$2,000					\$3,640
<b>Task 5 Final Design Subtotal:</b>	<b>68</b>	<b>166</b>	<b>260</b>	<b>0</b>	<b>16</b>	<b>510</b>	<b>\$78,340</b>	<b>\$90,000</b>	<b>\$0</b>	<b>\$17,000</b>	<b>\$38,000</b>	<b>\$0</b>	<b>\$223,340</b>
<b>Task 6 Bidding and Construction Support</b>													
<b>6.1 Bidding Support</b>													
Pre Bid Meeting	6					6	\$1,230						\$1,230
Review Contractor Questions		8	10			18	\$2,680	\$1,500		\$1,000	\$1,500		\$6,680
Prepare Addenda	4	8	14			26	\$4,060	\$1,000		\$1,500	\$2,500		\$9,060
<b>6.2 Construction Support</b>													
Pre Construction Meeting	4					4	\$820	\$1,000					\$1,820
Submittal Review		8	10			18	\$2,680	\$6,500		\$3,000	\$3,000		\$15,180
RFI Review		10	16			26	\$3,840	\$8,000		\$2,000	\$4,000		\$17,840
Field Meetings	8	10				18	\$3,240	\$12,000		\$3,000	\$4,000		\$22,240
As-built Records		4	8			12	\$1,760						\$1,760
<b>6.3 Contract Management</b>													
Project Management	12					12	\$2,460						\$2,460
QA/QC	4					4	\$820						\$820
Meetings	8	10				18	\$3,240	\$1,000					\$4,240
<b>Task 6 Bidding and Construction Support Subtotal:</b>	<b>46</b>	<b>58</b>	<b>58</b>	<b>0</b>	<b>0</b>	<b>162</b>	<b>\$26,830</b>	<b>\$31,000</b>	<b>\$0</b>	<b>\$10,500</b>	<b>\$15,000</b>	<b>\$0</b>	<b>\$83,330</b>
<b>Total Labor Expenses:</b>	<b>426</b>	<b>695</b>	<b>928</b>	<b>0</b>	<b>48</b>	<b>2097</b>	<b>\$332,770</b>	<b>\$332,000</b>	<b>\$106,100</b>	<b>\$63,500</b>	<b>\$102,000</b>	<b>\$0</b>	<b>\$936,370</b>
<b>Reimbursable Expenses</b>													
Printing and General Expenses							\$2,500	\$3,000	\$900	\$1,500	\$2,500	\$0	\$10,400
Traffic and Parking Counts - Speed Surveys							\$3,100						\$3,100
<b>Total Reimbursable Expenses:</b>							<b>\$5,600</b>	<b>\$3,000</b>	<b>\$900</b>	<b>\$1,500</b>	<b>\$2,500</b>	<b>\$0</b>	<b>\$3,100</b>
<b>Total Not to Exceed Fee:</b>							<b>\$338,370</b>	<b>\$335,000</b>	<b>\$107,000</b>	<b>\$65,000</b>	<b>\$104,500</b>	<b>\$0</b>	<b>\$939,470</b>

TUNITAS CREEK BEACH IMPROVEMENTS		CSW ST 2															
		Project Manager and Civil Engineer															
SUMMARY OF LABOR EFFORT		Robert Stevens Project Manager	Varies Project Engineer	Varies Staff Engineer	Varies Survey Team	Varies Admin	Total Hours	Total CSW   ST2 Fee	WRT Landscape Architect	LSA Environmental Planner	Cal Engineering Geotechnical Engineer	Other Mech, Struct, Plumbing, Elect	GBS CALTRANS				Total Fee
07.18.2019																	
Billable Rate (\$/ hour)		205.00	160.00	140.00	250.00	90.00			FEE	FEE	FEE	FEE	FEE	FEE			
Additional Tasks																	
Task A CALTRANS Support																	
Consulting Support							0	\$0						\$25,000		\$25,000	
Task A CALTRANS Support Subtotal:		0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000		\$25,000	
Task B Right of Way Disposition																	
Consulting Support		10	16	8	8		42	\$7,730								\$7,730	
Approval		16	10				26	\$4,880								\$4,880	
Task B Right of Way Disposition Subtotal:		26	26	8	8	0	68	\$12,610	\$0	\$0	\$0	\$0	\$0	\$0		\$12,610	
Task C Additional Data Collection																	
Field Survey			8		16		24	\$5,280								\$5,280	
Revise Base Map		4	10	20			34	\$5,220								\$5,220	
Task C Additional Data Collection Subtotal:		4	18	20	16	0	58	\$10,500	\$0	\$0	\$0	\$0	\$0	\$0		\$10,500	
Task D Geotechnical Assessment																	
Pre Field Activities							0	\$0			\$3,000					\$3,000	
Field Investigation							0	\$0			\$9,000					\$9,000	
Laboratory Testing							0	\$0			\$3,000					\$3,000	
Engineering Analysis							0	\$0			\$5,000					\$5,000	
Task D Geotechnical Assessment Subtotal:		0	0	0	0	0	0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0		\$20,000	
Task D Material Sampling and Testing																	
Materials Evaluation		4					4	\$820			\$4,000					\$4,820	
Task D Material Sampling and Testing Subtotal:		4	0	0	0	0	4	\$820	\$0	\$0	\$4,000	\$0	\$0	\$0		\$4,820	