

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BRACEWELL ENGINEERING, INC.**

This Agreement is entered into this 20<sup>th</sup> day of OCTOBER, 2020, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Bracewell Engineering, Inc., hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing operation and maintenance of County maintained small water systems.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services  
Exhibit B—Payments and Rates  
Attachment I—§ 504 Compliance  
Attachment IP – Intellectual Property

**2. Services to be performed by 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 Eight Hundred Fifty Thousand and No/Cents (\$850,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 20, 2020 through October 19, 2023.

**5. Termination**

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

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

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

## **6. Contract Materials**

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

## **7. Relationship of Parties**

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

## **8. Hold Harmless**

### **a. General Hold Harmless**

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

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

**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) Professional Liability.....          | \$1,000,000 |

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

#### **11. Compliance with Laws**

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

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

#### **12. Prevailing Wages**

Contractor hereby agrees to pay not less than prevailing rates of wages, which are effective on the date the Notice to Contractors is issued for each craft or type of workman or mechanic needed to execute the Contract as provided for by the County for the performance of public work, and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. and Section 1810 et seq., and particularly Section 1775 and 1776(a) thereof. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally, pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

### **13. California Labor Code**

The Contractor expressly covenants and agrees to comply with all the provisions of the Labor Code of the State of California limiting the hours of labor on public works to eight (8) hours during any one calendar day, and forty (40) hours in any one calendar week, requiring the payment of not less than the prevailing wage rates, and further agrees to the forfeitures provided for in said Labor Code and all amendments thereto, in the event of a violation of any of the provisions thereof during the course of execution of this Contract.

The Contractor expressly agrees to be responsible for compliance with all the provisions of Sections 1776 and 1777.5 of the California Labor Code.

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

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

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

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

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

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

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

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

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

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

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

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

Contractor shall report to the County 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.

**15. 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.

**16. 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.

**17. 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.

#### **18. 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.

#### **19. 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: James C. Porter, Director  
County of San Mateo  
Department of Public Works  
Address: 555 County Center, 5th Floor, Redwood City, CA 94063  
Telephone: (650) 363-4100  
Facsimile: (650) 361-8220  
Email: jporter@smcgov.org

In the case of Contractor, to:

Name/Title: Chris Hauge  
Address: 155 Mast Street, Unit 114, Morgan Hill, CA 95037  
Telephone: (669) 258-5820  
Facsimile: (408) 498-7045  
Email: chris@bracewellengineering.com

#### **20. 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.

#### **21. 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: BRACEWELL ENGINEERING, INC.

  
Contractor Signature

10/15/2020  
Date

Andrew Lloyd Bracewell  
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:

1. Contractor shall provide professional services that may include but not be limited to operation and maintenance of domestic water treatment plant, storage tanks, distribution systems, and domestic well which could be installed and commissioned during the initial or optional terms of this contract for CSA-7, domestic wells, supply lines, storage tanks, pump house, and distribution system for CSA-11 and any other services as mutually agreed to after the execution of this agreement.

Operation and maintenance of these facilities will include all necessary materials, chemicals, supplies, licensed/certified personnel, emergency response to protect public health, public notifications and communications, sampling, testing and the generation and submission of all reports required for the operation and maintenance of domestic water and wastewater treatment facilities according to all applicable State, Federal, and Local regulations. Repairs to treatment plant equipment and distribution systems shall also comply with current industry standards and regulatory agency requirements. The work will also consist of assisting with State inspections and capital improvement projects, availability is expected for field or virtual meetings with short notice.

2. Contractor shall ensure the water services fulfill the following duties in the operation of the systems. Contractor's representatives shall interact with the Department of Public Works staff, or designees, to receive additional guidance or coordination necessary to ensure these tasks are performed in a manner consistent with County needs.

Typical needs for water systems may consist of, but not be limited to:

- Prepare, review and update Operations & Maintenance (O&M) Plans annually.
- Perform all standard and emergency laboratory tests in accordance with schedules and requirements of current permits, analyze results, take or recommend necessary actions. Maintain laboratory records, equipment and order supplies as required.
- Inspect and maintain outlying pumps at creek diversion points and well heads to ensure standards of operation. Recommend to County any necessary pump repairs, including electrical systems, not outlined within contract.
- Perform preventative maintenance on machinery and recommend to County any necessary plant repairs, including electrical systems, not outlined within contract and all facility related maintenance.
- Perform plant building and storage tank inspection and cleaning activities.
- Perform routine exercising and testing of valves and devices.
- Monitor all plant and storage tank alarms.
- Prepare and file daily, weekly, monthly and annual laboratory result reports as required by the State Water Resources Control Board Division of Drinking Water (DDW).
- Add necessary chemicals to maintain acceptable quality levels necessary for operation of water treatment plants.

- Review laboratory test results and other data to determine if changes are needed for appropriate treatment plant operations.
- Perform maintenance, calibration and operation of equipment:
  - Arrange to have flow meters and recorders calibrated where possible
  - Perform preventative maintenance on all mechanical equipment including but not limited to: monitoring well pumps and motors for efficiency drop-off, submersible pumps and service pumps, chemical feed systems including tubing replacements, cleaning and maintaining injection tap, cleaning moving parts on pumps.
  - Clean and maintain chemical tanks once build-up/sludge starts to occur on the bottom of tank.
  - San Mateo County will utilize in-house or retain contract electricians for electrical work.
- Investigate and locate distribution system breaks on an as needed basis. Once the repair is completed, a summary will be provided to the County with the following information: photographs of repair, location of the repair to be marked on system maps, summary e-mail or report with cause of break, materials used for repair and any further recommendations. Time and materials related to this work will be billed as incurred
  - Communication and response time expectations for responding to breaks include responding within 2 hours of notification of a potential break. Once the break is located, an update will be provided to the County with the approximate location, severity of break, and estimated time to repair the break. Updates on the status of the break will be provided to the County as status changes or every 2 hours.
- Interpret data under unique circumstances or reconcile conflicting data from laboratory tests and other sources of information.
- Provide direct supervision of County maintenance staff, contract employees and/or subcontractors, and coordinate with County authorized personnel for scheduling work activities and other operation related items.
- Responsible for non-compliance notifications, and O&M manual updates.
- Coordinate and communicate with DDW on issuance of any emergency water quality notifications and cancellations. All written communications with DDW will include a carbon copy to County staff, or a written follow up summary of the communication that occurred on the same business day. If a written summary is not feasible in a timely manner, a call to County staff shall be made informing staff of the communication.
- Preparation and distribution of any emergency water quality notifications and cancellations to customers. These notifications shall be approved by the County.
- Communication and response time expectations for responding to breaks include responding within 2 hours of notification of a potential break. Once the break is located, an update will be provided to the County with the approximate location, severity of break, and estimated time to repair the break. Updates on the status of the break will be provided to the County as status change but not longer than 2 hours.
  - Preparation and distribution of any emergency water quality notifications and cancellations to customers during scheduled rounds. These notifications shall be approved by the County.

- Respond to customer questions and complaints. All written communications with customers will include a carbon copy to County staff, or a follow up summary of the communication that occurred as soon as feasible. Summary will be provided no later than 2 days after each incident.
- Locate and mark facilities in response to Underground Service Alert (USA) requests
- Attend all audits and inspections as requested by the DDW.
- Notify County, or its designees, of noticeable facility repairs or needs. However, building and facility maintenance beyond water is the County's responsibility.
- Laboratories to be used by contractor:
  - BEI Analytical Lab #3019
  - Alpha Analytical Laboratories, Inc. – Ukiah #1551
  - Alpha Analytical Laboratories, Inc. – Livermore #2728
  - Monterey Bay Analytical Services, Inc. #2385
- Perform meter reading for CSA-7 (approximately 70 residential accounts, 6 camp sites in Sam McDonald Park, one at Camp Glenwood Boys Ranch) quarterly and CSA-11 (approximately 100 accounts) bi-monthly. Meter reads will use a cloud-based reporting system. Contractor will occasionally be required to perform re-read or confirmation of submitted reads within an agreed upon timeframe. Checking for possible lateral line based on water consumption data and area surrounding meter. Testing water meter functionality and water meter replacement when necessary. Maintenance of water meter components and water meter boxes. County staff will review reads in a timely manner and provide a summary of re-reads and confirmations to Contractor.
- Perform water shutoff services for account closure and/or non-payment during scheduled rounds.
- Perform resumption of water service and water service turn on during scheduled rounds.
- Printing of door hanger labels and distribution of door hanger notices as directed by County staff. Door hangers template will be provided to Contractor with property address and amount due.
- When directed by County staff locate and mark customer lateral lines, reroute lateral lines and reinstall water meters, and inspect/approve lateral line installation or replacement work performed by customers' contractors. Costs associated with this task outside of regular operating hours will be billed as incurred.
- Contractor will be responsible for costs associated with all water sampling as required by the current DDW permits at the time of the drafting of this contract. This includes but is not limited to: laboratory fees, sample bottles, materials and/or chemicals necessary to take samples, costs incurred with collecting and delivering samples. Costs for additional time and laboratory fees associated with changes to the monitoring plan after the agreement effective date will be billed as incurred.
- Provide the County, at a minimum, the following written reports for each of the systems. For annual reports, submit them three weeks before the due date. Reports shall be submitted through electronic submission to the County:
- CSA-7
  - (a) Coliform Reporting Form – Monthly

- (b) Summary of Distribution System Coliform monitoring – Monthly
  - (c) Monitoring for Surface Water Treatment Regulations – Monthly Summary
  - (d) Water System Monitoring Report – Monthly
  - (e) Disinfectant Residuals Compliance Report for Systems using Chlorine – Quarterly
  - (f) Storage Tank Inspection - Annually
  - (g) Consumer Confidence Report (CCR) – Annually
  - (h) Hazardous Material Report – Annually
  - (i) Small Water System Annual Report to the Drinking Water Program – Annually
  - (j) Sanitary Survey scheduled with DDW – Triennially
  - (k) Water Quality Emergency Notification Plan – Annually
  - (l) Alarm System Testing Report – Quarterly
- CSA-11
    - (a) Coliform Reporting Form – Monthly
    - (b) Summary of Distribution System Coliform monitoring – Monthly
    - (c) Water System Monitoring Report – Monthly
    - (d) Disinfectant Residuals Compliance Report for Systems using Chlorine – Quarterly
    - (e) Water Surface Elevation Monitoring (static and dynamic sounding of all wells) – Monthly
    - (f) Storage Tank Inspection - Annually
    - (g) Consumer Confidence Report (CCR) – Annually
    - (h) Hazardous Material Report – Annually
    - (i) Small Water System Annual Report to the Drinking Water Program – Annually
    - (j) Water Quality Emergency Notification Plan – Annually
    - (k) Storage Tank Level Monitoring Report – Weekly
    - (l) Alarm System Testing Report – Quarterly
    - (m) Disinfectant Residuals Compliance Report for Systems using Chlorine – Quarterly (Schedule: submitted by the 10<sup>th</sup> following the 3<sup>rd</sup> month of each quaterly)
    - (n) Backflow Testing (not including backflow tags and tester fee) - Annually
    - (o) Sanitary Survey scheduled with DDW – Annually

Track and document separately expenses for each system and for each system separate expenses for individual incidents such as leaks (provide location and dates), unexpected work, and cost associated with additional testing requirements that may arise.

3. Repair of distribution system breaks shall be performed by the Contractor as specified below.

- Repairs on the system for issues that come up during Contractor regular operating hours of 7:00 am to 4:00 pm and on regular operating days are included in the contract. Materials will be paid for any repairs made when supporting documentation is provided.
  - For CSA 7 Contractor regular operating days are currently Monday, Wednesday, and Friday.
  - For CSA 11 Contractor regular operating days vary but are required to include being at the plant 3 times within a two-week period. The routine rounds are generally done on Wednesday and Sunday on one week and Wednesday on the following week. Routine rounds may be modified.
  - Contractor agrees that regular operating days and hours may be adjusted for certain days or periods of time due to specific needs of each system.
  - If any repair work needs to be done outside of the regular operating hours and days or if a repair that is started during regular operating hours goes past the normal operating hours an emergency call-out credit will be applied. The call-out credit of \$500 will be applied; however, any work required for any repair after the call-out credit is used up will be invoiced on a time and materials basis. There will be a total of 6 call-out per system per year.
  - After the allotted 6 call-outs per system per year are used up any repair will be billed on a time and materials basis.
  - Proposed fee schedule for each County system shall be considered to include all compensation to adequately provide all operation and maintenance services meeting the needs described above except where specifically indicated or excluded.
4. The County may elect to request contractor's services on a time and material basis in lieu of the full operation and maintenance of an individual facility listed above. The specific services requested and the associated budgets shall be described in the Task Order(s) to be issued by the County.
  5. The County may eliminate or withdraw any facilities listed above from the Contractor's operation and maintenance contract at any time during the duration of the Agreement. If and when a system is withdrawn from the contract, compensation for work performed shall be determined by actual costs and most recent fee schedule.



## 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:

1. County shall pay Contractor upon receipt in Accounting Section of the Department of Public Works of a written itemized invoice identifying the task order, County project number (if applicable), specific work completed, number of hours involved and breakdown of charges. The Approved Project total not-to-exceed amount will be stipulated in each task order. Costs for services deemed necessary by the County for completion of each task order shall be authorized in writing prior to proceeding with the work. Billing rates for services provided under this Agreement shall be based upon the Contractor's most recent fee schedule and by reference made a part of this Agreement. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.
2. The Contractor shall not be entitled to travel cost when performing routine operation and maintenance of the systems or when attending less than six (6) Call-Outs within each system's annual cost. The Contractor shall not be entitled to overtime/travel costs for responses in addition to the contract Call-Outs as they are considered part of operation and maintenance.

Six (6) Call-Outs (work at a time outside normal working hours, usually during an emergency) per system will be required and identified within each system's annual cost. County recognizes that efforts required (i.e. labor, equipment, response time, etc.) to each Call-Out may vary depending on the nature of emergency and distance travelled by Contractor, each Call-Out shall equal to a credit of up to \$500. However, the credit is deducted from the monthly invoice only when costs for the Call-Outs were incurred by the Contractor. No credits are due for Call-Outs less than the six events in a 12-month period (i.e. if only 4 Call-Outs occurred during the 1st 12-month period after the Notice to Proceed is issued, it is not necessary for Contractor to deduct credit for the 2 remaining Call-Outs). In the event there are more than the 6 Call-Outs in a 12-month period in a system, all costs incurred by the Contractor shall be reimbursed by the County based on agreed upon prices or then current billing rates. Responses in addition to identified contract Call-Outs are not subject to overtime/travel costs as they are considered part of maintenance and operations.

3. Purchases for materials and supplies shall be reimbursed by the County at cost to the Contractor.
4. The County's total fiscal obligation under this Agreement, shall not exceed \$850,000 unless said amount is authorized to be increased by the County Board of Supervisors by written amendment to this Agreement. Specific assignments that may be assigned to the Contractor shall have individual not-to-exceed amounts. The sum of individual task order not-to-exceed fees for multiple projects that may be assigned to the Contractor shall not exceed the total \$850,000 not-to-exceed amount for this Agreement without prior written approval by the County Board of Supervisors.

Invoices are to be submitted to:

Accounting Unit  
Department of Public Works  
555 County Center -5th Floor  
Redwood City, CA 94063

AND

Via e-mail to [dpw\\_accounting@smcgov.org](mailto:dpw_accounting@smcgov.org)

## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

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The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☐

a. Employs fewer than 15 persons.

☐

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

**Name of 504 Person:**

**Name of Contractor(s):**

**Street Address or P.O. Box:**

**City, State, Zip Code:**

**I certify that the above information is complete and correct to the best of my knowledge**

**Signature:**

**Title of Authorized Official:**

**Date:**

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

## **Attachment IP Intellectual Property Rights**

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1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

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*Issued by County of San Mateo Contract Compliance Committee July 1, 2013*