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<https://smcgov.zoom.us/j/93716524251>

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**San Mateo County Flood & Sea Level Rise
Resiliency District
BOARD OF DIRECTORS**

County Supervisors:

District 3 Don Horsley
At-Large Dave Pine - **Chair**

City Representatives:

North Donna Colson
Central Diane Papan
South Lisa Gauthier
Coast Debbie Ruddock – **Vice Chair**
At-Large Maryann Moise Derwin

AGENDA

March 22, 2021

4:00 PM

1. **Roll Call**
2. **Public Comment** Persons wishing to address the Board on District-related matters not on this Agenda may speak for up to two minutes; comments on Agenda items shall be heard during that item for up to two minutes.
3. **Action to Set the Agenda and Approve the Consent Agenda**
 - A. Approve the Minutes of the February 22, 2021 District Board Meeting
 - B. Authorize the Chief Executive Officer to Enter Into an Agreement with the Town of Colma Regarding Maintenance of Portions of the Colma Creek Channel
 - C. Adopt Resolution 2021.3.22 establishing the San Mateo County Flood and Sea Level Rise Resiliency District Salary Schedule for Fiscal Years 2020-2021 and 2021-2022
4. **Regular Business**
 - A. Discuss the status of the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project, including the permit from the S.F. Bay Regional Water Quality Control Board*
 - B. Authorize the CEO to execute a contract with CPM Associates, Inc. for Construction Management Services for the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project
5. **Chair's Report***
6. **CEO's Report***
7. **Board Member Reports and Items for a Future Agenda***
8. **Adjournment**

* There is no written staff report for this item

Meeting information, and public access and communications

- During the meeting, public comment can be submitted at the appropriate time via Zoom Chat or by raising your hand, speaking if joining by phone, or email to board@oneshoreline.org prior to 12:00 pm on the meeting day; please indicate the agenda item to which your comment applies and it will be read or summarized at the meeting by the Board Clerk.
- If you require assistance to participate in the meeting or wish to submit written communication to all Board Members regarding the meeting, please contact the Clerk of the Board by 9:00 am on the day of the meeting.
- Public records relating to an open session item on the agenda are available at least 72 hours prior to a Regular Board meeting or at least 24 hours prior to a Special Board meeting, when these records are distributed to Board members. Public records are available at the District office at 1700 South El Camino Real, Suite 502, San Mateo, CA 94402 and at www.oneshoreline.org. To receive these documents electronically, please email board@oneshoreline.org.

SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT

Board of Directors meeting held remotely via Zoom

February 22, 2021

DRAFT MINUTES

1. Roll Call

Chair Pine called the meeting to order at 4:00 p.m. via Zoom video conference software. Interim Clerk of the Board Sukhmani Purewal took the roll call.

Directors Present:

Dave Pine, Representing Board of Supervisors, At Large (Chair)
Debbie Ruddock, Representing Pacific Coastside San Mateo County Cities (Vice Chair)
Donna Colson, Representing Northern San Mateo County cities
Maryann Moise Derwin, Representing San Mateo County cities at-large
Lisa Gauthier, Representing Southern San Mateo County cities
Don Horsley, Representing Board of Supervisors, District 3

Director(s) Absent: Diane Papan, Representing Central San Mateo County cities

Staff Present:

Len Materman, Chief Executive Officer
Brian Kulich, Esq., Legal Counsel
Lucy Dong, Finance Manager
Colin Martorana, Associate Project Manager
Makena Wong, Associate Project Manager
Sukhmani Purewal, Interim Clerk of the Board

2. Public Comment

None

3. Action to Set the Agenda and Approval the Consent Agenda

- A. Approve the Minutes of the January 25, 2021 District Board Meeting
- B. Approve the appointment of a new member to the Colma Creek Citizens Advisory Committee
- C. Approve Resolution 2021.2.22.A authorizing the District to join the Water Bond Coalition and other coalitions
- D. Authorize Resolution 2021.2.22.B expressing appreciation to Kevin Murray for 20 years of service to the San Francisco Creek Joint Powers Authority

Motion made by Director Ruddock and seconded by Director Gauthier to set the agenda and approve consent agenda items with note to have the order of the vote tally reflect the number of Aye votes, the No votes, and then Absences:

Ayes: Colson, Derwin, Gauthier, Horsley, Pine, Ruddock

Noes: None

Absent: Papan

Vote: 6-0-1

No written or verbal public comments.

4. **Regular Business**

Adopt Resolution 2021.2.22.C regarding the Plans and Specifications and Bid Documents for the Bayfront Canal and Atherton Channel Project

Speakers: CEO Len Materman, Chair Dave Pine, and Director Lisa Gauthier

Public Speaker(s): None

Motion made by Director Ruddock, seconded by Director Gauthier to approve the resolution:

Ayes: Colson, Derwin, Gauthier, Horsley, Pine, Ruddock

Noes: None

Absent: Papan

Vote: 6-0-1

5. **Chair's Report**

Speakers: Chair Dave Pine, Directors Debbie Ruddock and Donna Colson, and Finance Manager Lucy Dong

Public Speaker(s): None, and no written public comments

Chair Pine talked about AB 1500 by Kevin Mullin and Garcia, the Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workplace Development Bond Act of 2022.

Director Colson asked if polling has been done on this measure. Director Ruddock responded not yet, and climate change issues generally poll well. Also, 2/3 vote is required to place it on the ballot and a simple majority is needed to pass the measure.

6. **CEO's Report**

Updates were also provided by Mr. Materman on the following topics:

- January 2021 Newsletter was sent out a few weeks ago.
- Future climate resilience forums will be held in partnership with the League of Women Voters on the following dates: April 8 (focusing on Belmont, Foster City, Redwood Shores, San Carlos, and San Mateo); April 29 (focusing on Redwood City (South of Whipple), Menlo Park, and East Palo Alto); June 3 (focusing on wildfire risk throughout the County); September 2 (focusing on Burlingame, South San Francisco, San Bruno, Millbrae, and Brisbane); and October 14 (focusing on Pacific Coastline of San Mateo County).
- Potential Stanford Fellows working for the District this summer.
- Local Hazard Mitigation Plan, which will be discussed at the future Board meetings.

7. **Board Members Reports**

None

8. **Items for a Future Agenda**

None

9. **Adjournment**

The meeting adjourned at 4:37 p.m.

**San Mateo County Flood and Sea Level Rise Resiliency District
Agenda Report**

Date: March 22, 2021
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Authorize the Chief Executive Officer to Enter Into Agreement with the Town of Colma Regarding Maintenance of Portions of the Colma Creek Channel

Recommendation:

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) authorize the Chief Executive Officer (“CEO”) to enter into a Maintenance Agreement (“Agreement”) with the Town of Colma (“Town”) for maintenance of portions of the Colma Creek Channel (“Channel”).

Background and Discussion:

The District has land rights in many areas of the Channel (shown in Exhibit A of the attached Agreement), which drains over 16 square miles of watershed in the northern San Francisco Peninsula, including portions of the Town, cities of South San Francisco, Daly City, San Bruno, and Pacifica, and unincorporated County of San Mateo (“County”).

In January 2017, the Town and the County, acting as the San Mateo County Flood Control District, entered into a memorandum of agreement (“Original MOA”) regarding maintenance of portions of the Channel within the Town’s boundaries. The Original MOA addressed maintenance issues impacting the Channel, including illegal encampments, trash removal, graffiti and vandalism, vegetation, and facilities. The County reimbursed the Town on a time-and-materials basis for services provided under the Original MOA, which expired on June 30, 2019. On January 1, 2020, the District was established and assumed the rights and responsibilities of the County Flood Control District, including those related to the Channel.

The new Agreement would carry-over all material terms from the Original MOA, with the District replacing the County. The coordinated maintenance responsibilities are divided into six categories:

- Quarterly inspections, under which the Town and the District perform quarterly inspections of the Colma Creek Channel (currently, the County performs this on behalf of the District), the Town prepares an annual report, and the District updates the Colma Creek Citizens Advisory Committee;
- Illegal Encampment Clean-Up Program, under which the Town cleans up homeless encampments in accordance with all applicable legal requirements;
- Trash Clean-Up Program, under which the Town and the District identify and prioritize for clean-up trash accumulation sites;
- Graffiti and Vandalism Abatement, under which the Town abates identified graffiti and vandalism according to best management practices;
- Vegetation Removal, under which the Town removes vegetation according to best management practices at the District’s request; and
- Facility Maintenance, under which the Town and the District collaborate to identify and perform minor repairs to facilities located within the Channel and Channel access areas.

Unless terminated by either party, the Agreement would remain in place until June 30, 2023.

Impact on District Resources: This Agreement includes a not-to-exceed amount of \$50,000 in payments to the Town using District funds secured through property tax revenue from the Colma Creek Flood Zone. In addition, Flood Zone funds would cover the time spent on activities described in the Agreement by District staff and by County staff working on behalf of the District.

Attachment: Draft Agreement with the Town of Colma Regarding Colma Creek Channel Maintenance

DRAFT

AGREEMENT
between the
TOWN OF COLMA
and the
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
REGARDING COLMA CREEK FLOOD CONTROL CHANNEL MAINTENANCE

This Agreement, made and entered into this _____ day of _____, 2021, is by and between the Town of Colma (“Town”), a municipal corporation of the State of California, and the San Mateo County Flood and Sea Level Rise Resiliency District ("District"), a special district in San Mateo County, State of California.

WHEREAS, a portion of the Colma Creek Flood Control Channel financed, constructed, and maintained by District lies within the incorporated limits of the Town; and

WHEREAS, the Town and District have identified a need for a collaborative effort and sharing of resources in vegetation management, abatement of graffiti, vandalism, illegal dumping, illegal encampments, minor maintenance efforts, and the collection and disposal of trash and debris deposited in and around the Colma Creek Flood Control Channel in the Town; and

WHEREAS, trash in the creeks and waterways is detrimental to the community and to the environment; and

WHEREAS, the Town and District have implemented programs that include the removal of trash along creeks and waterways to comply with National Pollutant Discharge Elimination System (NPDES) Municipal Regional Stormwater Permit issued by the San Francisco Bay Regional Water Quality Control Board (Order R2-2009-0074, NPDES Permit No. CAS612008, October 14, 2009); and

WHEREAS, the Town has the resources and current programs to assist in the management of vegetation, graffiti, vandalism, illegal dumping, illegal encampments, and minor maintenance in and around the Colma Creek Flood Control Channel in the Town; and

WHEREAS, the Town and District desire to enter into an Agreement to utilize Town resources for vegetation management, abatement of graffiti, vandalism, illegal dumping, illegal encampments, minor maintenance, and trash prevention and removal activities within and adjacent to the Colma Creek Flood Control Channel (“Maintenance Activities”). The Maintenance Activities are more particularly described in Section III. Scope; and

WHEREAS, the Town and District are government agencies duly authorized and existing under the laws of the State of California, and situated within the boundaries of the County of San Mateo; and

WHEREAS, Government Code section 54981 allows the legislative body of any local government agency to contract with another agency for performance of municipal services or functions; and

WHEREAS, Government Code section 6502 provides that, if authorized by their legislative or other governing bodies, two or more public agencies may by agreement jointly exercise any power common to the parties.

NOW, THEREFORE, in consideration of their mutual covenants in this Agreement, the TOWN and DISTRICT agree as follows:

I. TERMS AND CONDITIONS

A. Term of Agreement

The term of this Agreement shall be from the date first set forth above to June 30, 2023. This Agreement may be terminated pursuant to Section J of this Section I. Terms and Conditions.

B. Authorizations

The Town Manager is authorized to approve extensions to the term of this Agreement, to modify due dates, to resolve conflicts, or otherwise grant approvals on behalf of the Town, provided such approvals are not vested in the authority of the Town Council, and provided that any approval requiring payment of funds in excess of appropriated funds shall require Town Council approval of the appropriation of those funds.

The Chief Executive Officer of the District is authorized to approve the extension of the term of this Agreement, to modify due dates, to resolve conflicts, or otherwise grant approvals on behalf of District, provided that any approval requiring payment of funds in excess of appropriated funds requires approval of the appropriation of excess funds by the District Board of Directors.

C. Insurance

Each party shall maintain a program of insurance, including self-insurance authorized by the California Government Code, or excess insurance, or any combination thereof, and shall name the other party as an additional insured thereto to protect against any liability for bodily injury or property damage arising out of, or in connection with, the performance of the insuring party, its appointed or elected officials, officers, agents, and employees, under this Agreement. The liability coverage under such program of insurance, including self-insurance, or excess insurance shall not be less than Two Million Dollars (\$2,000,000) combined single limit for each occurrence. Each party shall supply a certificate of insurance or self-insurance to the other party on or before the time of execution of this Agreement. Each party shall notify the other party in writing prior to any termination of such self-insurance program.

D. Indemnification

Pursuant to Government Code section 895.4, each party agrees to fully indemnify, defend, and hold the other party (including its appointed and elected officials, officers, employees, and agents) harmless from any and all damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its appointed or elected officials, officers, employees, or agents, under or in connection with any work, authority, or jurisdiction delegated to such party under this Agreement.

The mutual indemnification obligations under this Agreement are subject to the principles of comparative negligence, and each party shall bear the proportionate cost of any loss, damage, expense or liability attributable to that party's negligence. To the extent that more than one party is determined to have been negligent or at fault, the parties agree that each party shall bear its own portion or percentage of liability and to indemnify, defend and hold harmless the other parties from that share. Notwithstanding the above, no party shall be indemnified hereunder for any loss, liability, damage or expense resulting from its sole negligence or willful misconduct.

E. Amendment

This Agreement may be amended at any time upon the written mutual approval of the parties.

F. Notices

Any and all notices required to be given hereunder shall be provided by United States mail, postage prepaid, addressed to either of the parties at the following address or such other address as is provided by either party in writing:

To Town: Town of Colma 1188 El Camino Real Colma, CA 94014 Attn: Brian Dossey, City Manager	To District: San Mateo County Flood and Sea Level Rise Resiliency District 1700 S. El Camino Real, Suite 502 San Mateo, CA Attn: Len Materman, Chief Executive Officer
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Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail as stated above and addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

G. Severability

If any provision of this Agreement shall be held to be invalid, void, or unenforceable, the validity, legality, or enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

H. Entire Agreement

This Agreement, together with Exhibit A and Exhibit B attached hereto and incorporated herein, contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, documents, and discussions pertaining thereto.

I. Debt Limitation

The Town and District are both subject to laws or policies which limit their ability to incur debt in future years. Nothing in this Agreement shall constitute an obligation of future legislative bodies of the Town or District to appropriate funds for purposes of this Agreement.

J. Termination

Either party may terminate this Agreement without cause by providing the other party with written notice of termination, no less than thirty (30) days prior to the effective date of termination. Town shall be compensated for those services, including, but not limited to, Maintenance Activities, performed prior to the effective date of termination and any and all costs related to terminating its contractors.

K. Conflict of Interest

The Town and the District shall each avoid all conflicts of interest in the performance of this Agreement and shall immediately notify the other should a conflict of interest arise that would prohibit or impair the party's ability to perform under this Agreement.

L. Non-Discrimination

Neither the Town nor District will discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identification, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

M. Limitations

Sites that may require the performance of the Maintenance Activities under the terms of this Agreement must satisfy all of the following: (i) be located within the limits of the Town and in or immediately adjacent to the Colma Creek Flood Control Channel (as depicted in Exhibit A), and (ii) be subject to a Town and/or District right-of-way, easement, or permit. Other sites not meeting the requirements of this subsection are not covered under this Agreement.

N. Disputes

The Town and District agree that, with regard to all disputes or disagreements arising under this Agreement which are not resolved informally at the staff level after a good faith attempt by both parties, the parties may, at their sole and mutual discretion, agree to engage in mediation. The costs of the mediation shall be divided equally between the parties, unless otherwise agreed.

O. Payment for Services

In consideration of the services provided by the Town or the Town's contractors within District right-of-way, easement or future easements as depicted on Exhibit A in accordance with all terms, conditions, and scope set forth herein, the District shall make payment to the Town based on the rates attached hereto as Exhibit B and in the manner specified. The Town shall submit an invoice to the District on a monthly basis.. Said invoice shall include an accounting of all charges for personnel, material, equipment, and/or outside services which the Town shall have used for the performance of the work and a description of the work performed including dates of the work performed. Payments shall be in accordance with the rates described in Exhibit B. Every July 1, the Town may notify the District in writing of any rate adjustments as identified in Exhibit B. Rate adjustments are subject to District approval. District shall make payment within thirty (30) days of receipt of invoice. In no event shall District's total fiscal obligation under the term of this Agreement exceed Fifty Thousand Dollars and No/100s (\$50,000.00). Invoices shall be submitted on a monthly basis whenever work is performed under this Agreement.

P. Miscellaneous Provisions

Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Each party shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of this Agreement. The parties agree and intend that the parties are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship, or association between them. There are no intended third-party beneficiaries of any right or obligation of the parties.

II. DEFINITIONS

A. Colma Creek Flood Control Channel - The Colma Creek Flood Control Channel financed, constructed, and maintained by District from the confluence with the Navigable Slough (also known historically as San Bruno Creek/Canal/Slough) to the general vicinity of the intersection of El Camino Real and Valley Street in the City of Daly City.

B. Active Illegal Encampment - An illegal encampment that appears to have been recently used as an encampment site as evidenced by (i) the presence of persons at or around the encampment, or (ii) the organized, systematic and methodical appearance of the encampment where it would be reasonable to assume that it is currently being used as an encampment.

- C. **Town Waste** - All wastes generated by or collected by the Town in the performance of all municipal services, including Grit and Screenings, but excluding Sewage Sludge or other residue from waste-water treatment facilities, and including, but not limited, to debris from street and sewer repairs and construction, debris from public and private lot clean-up operations, tires from municipal vehicles, debris from street sweepings, grass clippings, leaves and tree trimmings from maintenance of Town parks, streets, median strips, and property, rock and concrete not exceeding a non-diagonal dimension of four (4) feet, asphalt pavement as found in streets, tree stumps and branches no more than eight (8) feet long and no more than two (2) feet in diameter, bulky wastes such as large appliances and furniture found in clean-up operations of real property, parks or other public or private lands, and other similar wastes generated by or collected by the Town. Except as provided in this Section II.C, Town Waste shall not include residential garbage and rubbish, or commercial garbage and rubbish that is generated by private individuals or private businesses and is regularly collected by the Town's waste hauler from private property.
- D. **Grit and Screenings** - Grit includes sand, gravel, cinder, or other heavy solid materials that are "heavier" (higher specific gravity) than the organic biodegradable solids in wastewater. Grit also includes eggshells, bone chips, seeds, coffee grounds, and large organic particles, such as food waste. Screenings are suspended solids or objects such as rags, paper, plastics, and metals to prevent damage and clogging of downstream equipment, piping, and appurtenances.
- E. **Hazardous Waste** - A solid waste, or combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics may: (i) cause, or significantly contribute to an increase in mortality, or an increase in serious irreversible, or incapacitating reversible illness; or (ii) pose a substantial, present, or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.
- F. **Illegal Encampment** - A camp located in or immediately adjacent to the Colma Creek Flood Control Channel within the Town that has not been permitted by the Town, District, and/or other agencies with jurisdiction to regulate that camping activity.
- G. **Inactive Illegal Encampment** - An illegal encampment that does not appear to have recently been used as an encampment as evidenced by: (i) the lack of persons at or around the encampment, and (ii) the unorganized, unmethodical, unsystematic, haphazard appearance of the encampment where it would be reasonable to assume that it was abandoned.
- H. **Right-of-Way** - Recorded deed for property, either in form of fee title ownership or easement.
- I. **Sewage Sludge** - Sewage sludge are nutrient-rich organic materials resulting from the treatment of domestic sewage in a wastewater treatment facility.
- J. **Trash** - All illegal dumping and improperly discarded waste material, including, but not limited to, shopping carts, tires, furniture, pallets, convenience food, beverage, and other product packages or containers constructed of steel, aluminum, glass, paper, plastic, and other natural and synthetic materials, thrown or deposited on the lands and waterways within the Town. For the purposes of this Agreement, Trash does not include sediment or vegetation; except for yard waste that is illegally disposed in or along the Colma Creek Flood Control Channel.
- K. **Universal Waste** - Any of the following hazardous wastes that are subject to the universal waste requirements of 40 CFR part 273 or CCR Title 22, Division 4.5, Chapter 23, including: (1) Batteries as described in § 273.2; (2) Pesticides as described in § 273.3; (3) Mercury-containing equipment as described in § 273.4; and (4) Lamps as described in § 273.5. (source: 40 CFR §273.9)
- L. **Advisory Committee** – The Colma Creek Flood Control District Citizens Advisory Committee

III. SCOPE

A. Agreement Administration

1. *Quarterly Channel Inspections*

The Town and District shall each designate lead staff from their respective organizations to perform quarterly tandem inspections of the Channel from Mission Road approximately one thousand five hundred (1,500) feet southeast of the intersection of Mission Road and El Camino Real to D Street (Town boundary). Staff shall inspect only areas adjacent to the Channel diversion structure and surface conditions along the alignment of the underground box culvert. The quarterly inspections shall:

Identify issues related to maintenance needs, including litter problem areas, illegal dumping sites, abandoned shopping carts, graffiti, vandalism, Active and Inactive Illegal Encampments, areas in need of vegetation maintenance, including those areas within the Channel and along access roads, and fence repair needs along the Channel.

2. *Reporting*

- a. The Town shall prepare an Annual Report.
 - i. The Annual Report for each fiscal year (July 1 – June 30) shall be prepared and submitted to District by the Town by July 31 of each year this Agreement is in effect.
 - ii. The Report must include at a minimum the following:
 - Status, accomplishments, and requests to be completed under this Agreement;
 - Number of sites, site locations, and amount of material collected during all clean-up programs or projects under this Agreement;
 - Number of sites and site locations of Illegal Encampments removed under this Agreement;
 - Actual expenditures under this Agreement.
 - iii. The information provided pursuant to ii. above, and other appropriate metrics as agreed upon by District and the Town, shall be used to determine the success of the maintenance program, and generate information that supports Municipal Regional Stormwater Permit reporting.
- b. The Annual Report shall be submitted by District to the Advisory Committee each calendar year for the Advisory Committee's September meeting.

3. *Environmental Permitting*

For Maintenance Activities by the Town in and around the areas of the Colma Creek Flood Control Channel that are included in the long-term maintenance permit from environmental regulatory agencies, Town shall be responsible for compliance with the provisions of such permit(s) in the performance of these activities. Copies of these permits area attached as Exhibit C and incorporated herein by this reference.

For other activities by the Town in and around the Colma Creek Flood Control Channel, the Town shall obtain all necessary permits.

B. Illegal Encampment Clean-up Program

The Illegal Encampment clean-up program focuses on the cleanup of Active and Inactive Illegal Encampment sites and is led by the Town on an as-needed basis.

1. Town Actions

The Town shall:

- a. Coordinate site identification, which includes the identification of the sites and verification (in collaboration with District staff) that the sites are within the Town limits, that either District or the Town has Right-of-Way on the sites, and that the sites are in or adjacent to the Colma Creek Flood Control Channel;
- b. Coordinate site logistics, which includes coordinating the timing of the clean-ups; and coordinating with the District on services and supplies needed as described in Section 2. below under District Actions for this program;
- c. Provide clean-up personnel and supervision, which includes providing sufficient personnel and supervision to conduct the cleanup. Alternately, the Town may contract with another entity to provide personnel for clean-up of Active Illegal Encampments. The Town shall ensure that notices of the clean-up are posted by the Town at least seventy-two (72) hours prior to the clean-up date of the sites and in accordance with all applicable laws.
- d. Coordinate appropriate social services, which includes coordinating appropriate and available resources to attend clean-ups and direct any encampment occupants to social services as needed and in accordance with all applicable laws;
- e. Provide disposal of non-hazardous wastes, except during the limited time period when the Town is complying with due process or other legal notification requirements allowing for any homeless individual to recover any materials as personal property, which includes the acceptance at an appropriate disposal facility of materials meeting all of the following conditions:
 - i. Materials meeting the definition of "Trash";
 - ii. Materials include only Trash from this clean-up program; no other materials may be commingled with the material collected pursuant to this Agreement;
 - iii. Any vehicle or container used for this purpose must be empty at the start of the clean-up and must be dumped at the end of the clean-up without being used for any other purpose; all containers must be secured to prevent unauthorized deposition of waste in the containers;
 - iv. Materials include no Hazardous Wastes (such as containers of fuel, paint, or chemicals), Universal Wastes (such as batteries, lamps, televisions, or other electronic waste), sediment or vegetation, or other materials banned from landfill disposal (such as tires, appliances, motor vehicles, and other large metallic discards);
 - v. Delivery is accompanied by properly completed forms; and
 - vi. All regulations at the disposal facility shall be observed by disposal vehicle drivers.
- f. Lawfully manage personal possessions, which include the receipt, storage, and management by the Town of personal possessions collected during clean-ups.

2. District Actions

The District shall:

- a. Ensure appropriate permits are obtained for the performance of maintenance work in and around the Colma Creek Flood Control Channel pursuant to this Agreement;
- b. Provide notifications when appropriate and coordinate with permitting agencies when requested by the Town.

3. *Standard Operating Procedures*

- a. The parties agree that all clean-up of Illegal Encampments under the encampment clean-up program will be performed in accordance with the Town's standard procedures.
- b. The Town procedures may be amended from time to time by the Town. Town shall notify District of any amendments to Town procedures impacting clean-up of Illegal Encampments.

C. **Trash Clean-Up Program**

The Trash Clean-Up Program helps address the clean-up of Trash accumulations that fall outside the scope of the encampment cleanup program. It is coordinated by Town and District staff through the Quarterly Channel Inspections described in Section III.A.1 of this Agreement. Sites must be located within the Colma Creek Flood Control Channel Right-of-Way and the boundaries of the Town.

1. *Site Identification:*

- a. Town and District staff will identify the Trash Clean-Up Program sites, using the following criteria for prioritization:
 - i. Site is a historically-reoccurring litter problem area
 - ii. Site has received complaints from the public
 - iii. Site provides opportunity for proactive intervention
 - iv. Site has a significant accumulation of debris

2. *Implementation*

Town and District staff will coordinate logistics and responsibilities on an annual basis.

- a. Program List – The Town shall develop, maintain, and distribute to appropriate Town and District personnel a list of trash prevention and removal programs and their associated staff contacts. This list is intended to improve coordination and make communications with residents more seamless.
- b. Coordinating Operations – The Town and District shall, as part of their annual work planning, consider opportunities to manage and schedule routine clean-up activities performed by both parties with the intent of providing equitable exchange of services.

D. **Abatement of Graffiti and Vandalism**

The Town and District will work collaboratively on graffiti and vandalism abatement programs. Recognizing that timely abatement of graffiti and vandalism discourages proliferation of associated illegal activities, District authorizes the Town to abate upon notice by any party.

Graffiti and Vandalism Abatement:

- a. Graffiti and Vandalism abatement may be conducted by the Town.
- b. The Town shall provide photographs of graffiti that was removed (before and after) as a condition of reimbursement for services provided under this Agreement.
- c. Proper best management practices (BMPs) shall be followed to ensure compliance with water quality laws and regulations, including, but not limited to, BMPs for methods of proper capture and disposal of wastes generated during graffiti removal activities.

E. Vegetation Management

The Town and District will work collaboratively on vegetation management within the Colma Creek Flood Control Channel Right-of-Way and access road areas.

Vegetation Management:

- a. Vegetation removal within the Channel and access road areas may be conducted by the Town upon request by the District.
- b. Vegetation removal within the Channel shall not occur unless the necessary permit coverage has been obtained by District.
- c. Proper best management practices (BMPs) shall be followed to ensure compliance with water quality laws and regulations, including, but not limited to, BMPs for methods of proper capture and disposal of debris generated during vegetation removal activities.
- d. Use of herbicides shall be compliant with the NPDES requirements pursuant to the San Francisco Bay Municipal Regional Stormwater Permit and requirements of the City’s Integrated Pest Management Plan, if applicable.

F. Minor Maintenance

The Town and District will work collaboratively on identifying and performing minor repairs to the following, but not limited to, facilities within the Colma Creek Flood Control Channel Right-of-Way and access road areas:

- Fences, posts, cables, and gates.
- Flap gates, valves, and other flow restriction devices.
- Concrete or asphalt pavement/sidewalk.

When requested by District, the Town shall submit a proposal that includes a scope of work and anticipated costs. District shall authorize the proposed work by the Town prior to commencement of repairs. Reimbursement for actual costs shall be in accordance with the terms under Section I-O, “Payment for Services”.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement.

“Town”
TOWN OF COLMA,
a California municipal corporation

“District”
SAN MATEO COUNTY FLOOD AND
SEA LEVEL RISE RESILIENCY DISTRICT

By: _____
Diana Colvin, Mayor

By: _____
Len Materman, Chief Executive Officer

Date: _____

Date: _____

Authorized by
Resolution No.: _____

By: _____
City Clerk

Adopted: _____, 2021

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Christopher Diaz, Town Attorney

Brian E. Kulich, District Legal Counsel

Date: _____

Date: _____

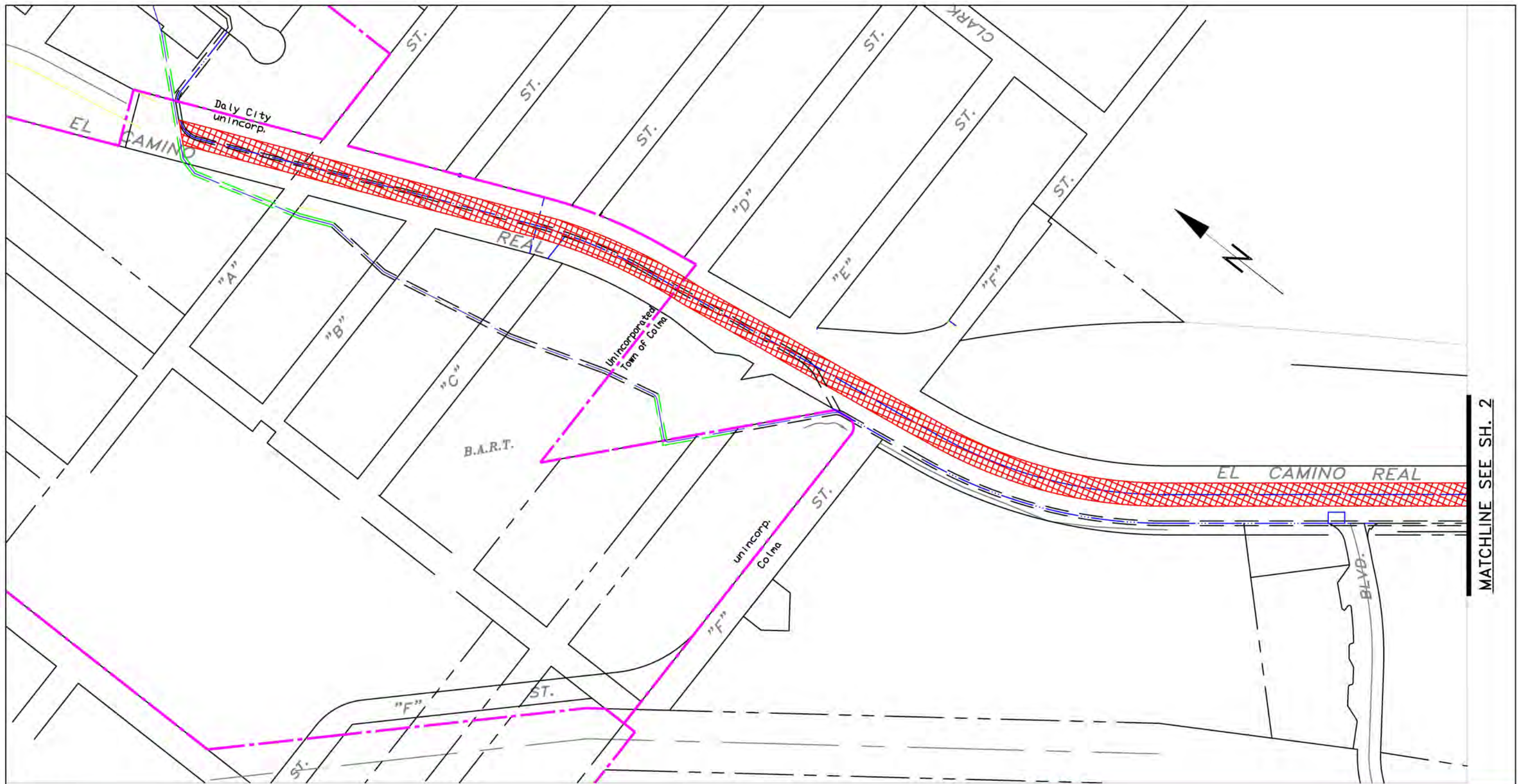
EXHIBITS:

- A – Colma Creek Flood Control Channel Right-of-Way Map
- B – Town of Colma Labor, Material, and Equipment Rates

EXHIBIT "A"

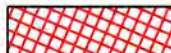





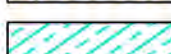
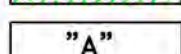

COLMA CREEK FLOOD CONTROL CHANNEL

RIGHT-OF-WAY MAP

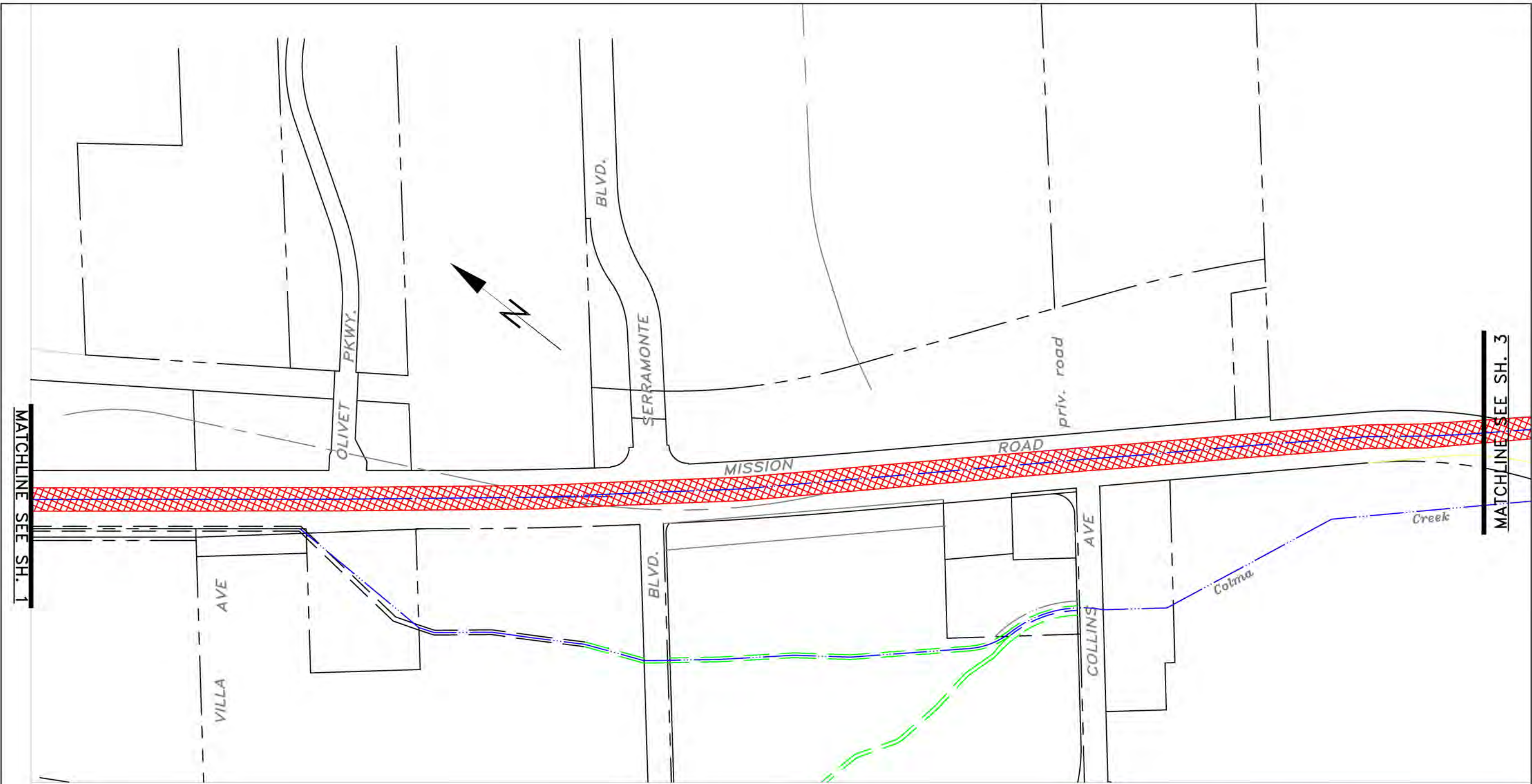


MATCHLINE SEE SH. 2



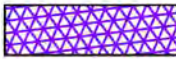




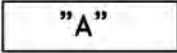

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|  CALTRANS |  S.M.CO. FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT |
|  CITY OF SOUTH SAN FRANCISCO |  S. P. T. C. (UNION PACIFIC) |
|  PENINSULA-CORRIDOR-JOINT-POWERS-BOARD |  TOWN OF COLMA |
|  SAN MATEO COUNTY TRANSIT DISTRICT (SAMTRANS) |  "A" STREETS |
| |  CITY / COUNTY BOUNDARY |

RIGHT-OF-WAY MAP
 COLMA CREEK FLOOD CONTROL CHANNEL
 SAN MATEO COUNTY
 FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
 SCALE: 1" = 200'



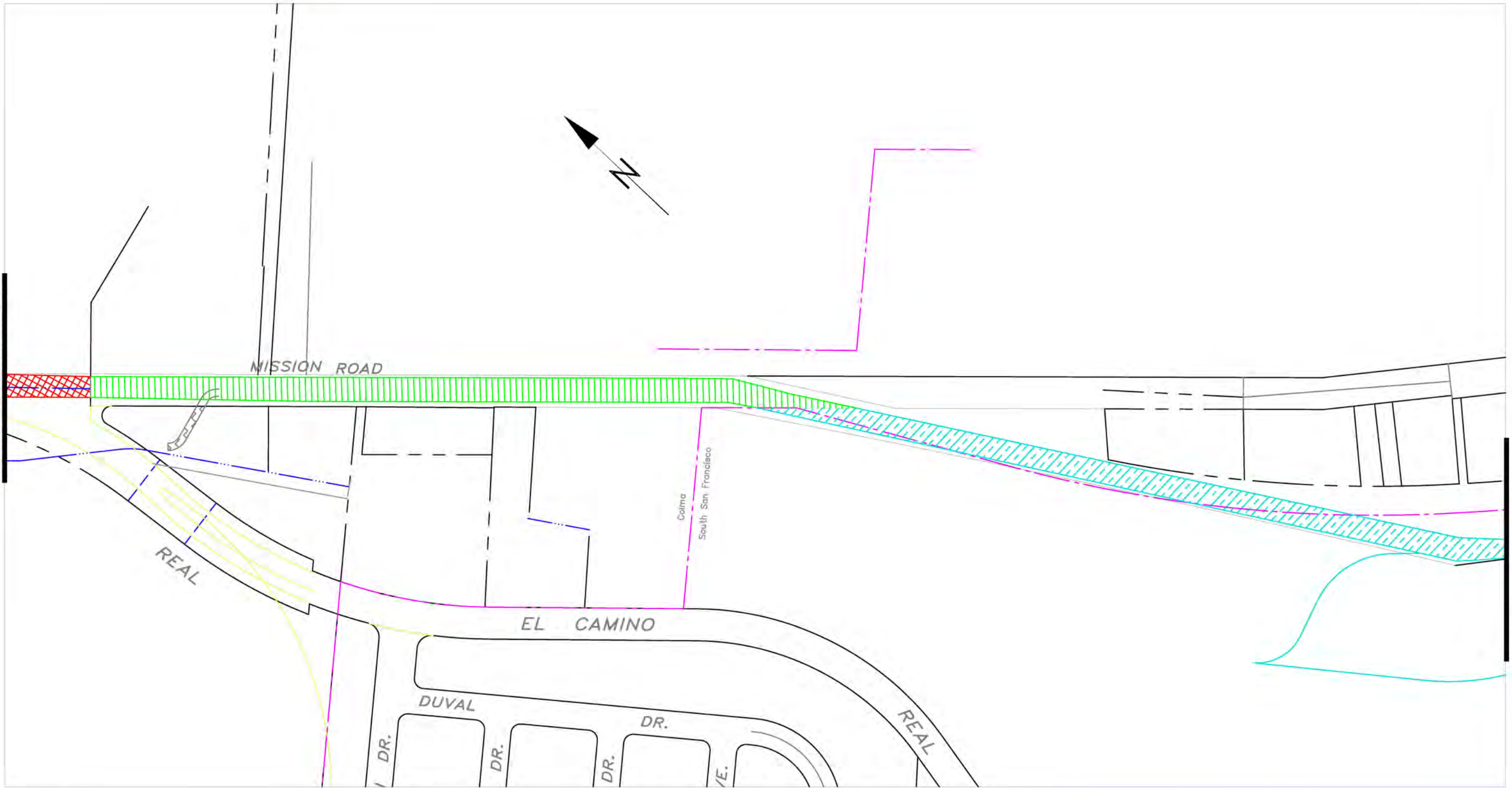
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|  CITY OF SOUTH SAN FRANCISCO |  S. P. T. C. (UNION PACIFIC) |
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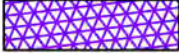




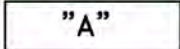
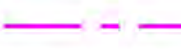
RIGHT-OF-WAY MAP
 COLMA CREEK FLOOD CONTROL CHANNEL
 SAN MATEO COUNTY
 FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
 SCALE: 1" = 200'

MATCHLINE SEE SH. 2

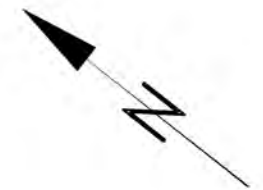
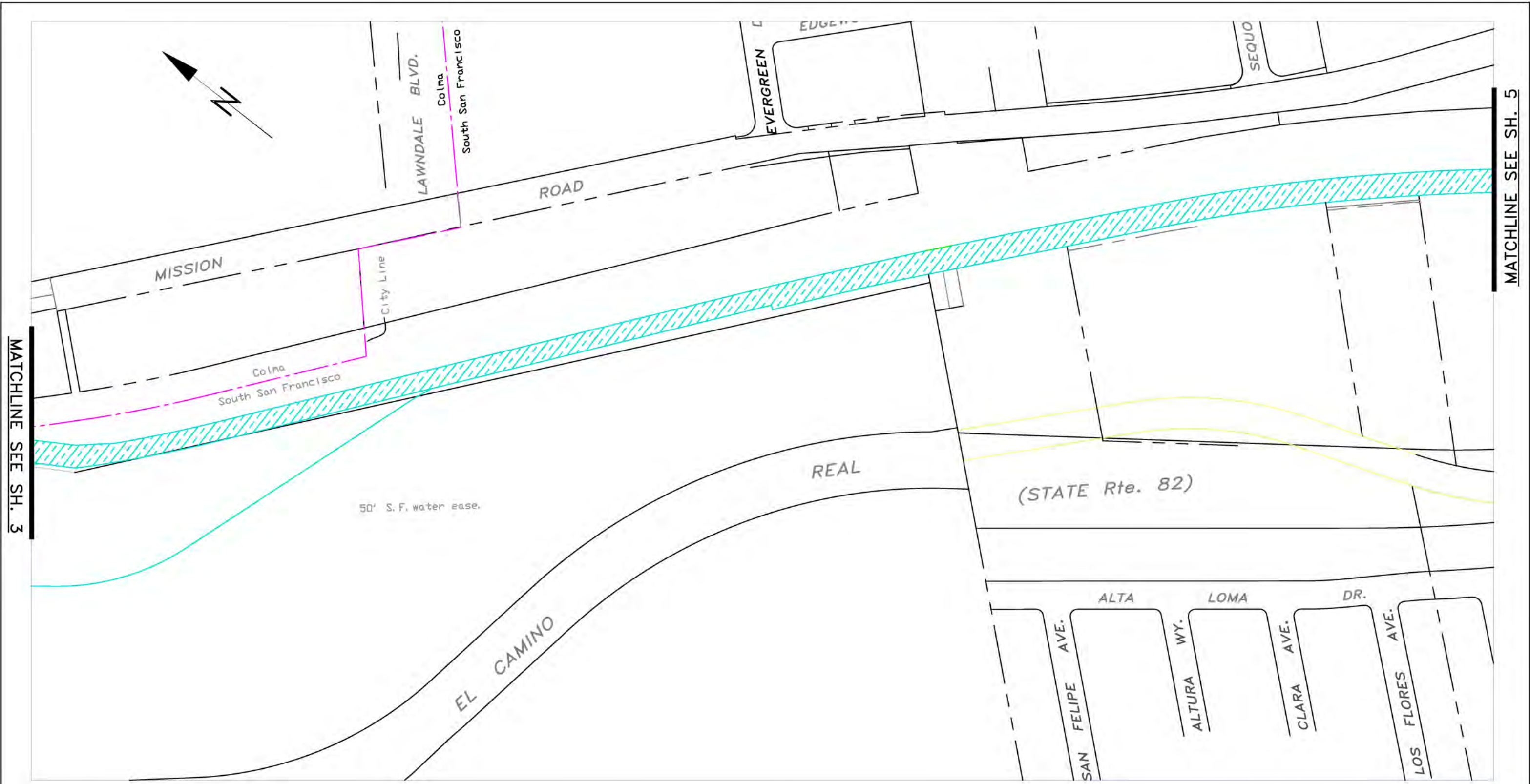
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|  | CITY OF SOUTH SAN FRANCISCO |  | S. P. T. C. (UNION PACIFIC) |
|  | PENINSULA-CORRIDOR-JOINT-POWERS-BOARD |  | TOWN OF COLMA |
|  | SAN MATEO COUNTY TRANSIT DISTRICT (SAMTRANS) |  | "A" STREETS |
| | |  | CITY / COUNTY BOUNDARY |



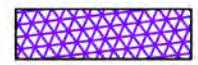


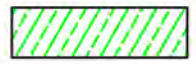

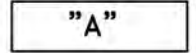
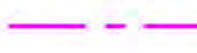
RIGHT-OF-WAY MAP
 COLMA CREEK FLOOD CONTROL CHANNEL
 SAN MATEO COUNTY
 FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
 SCALE: 1" = 200'



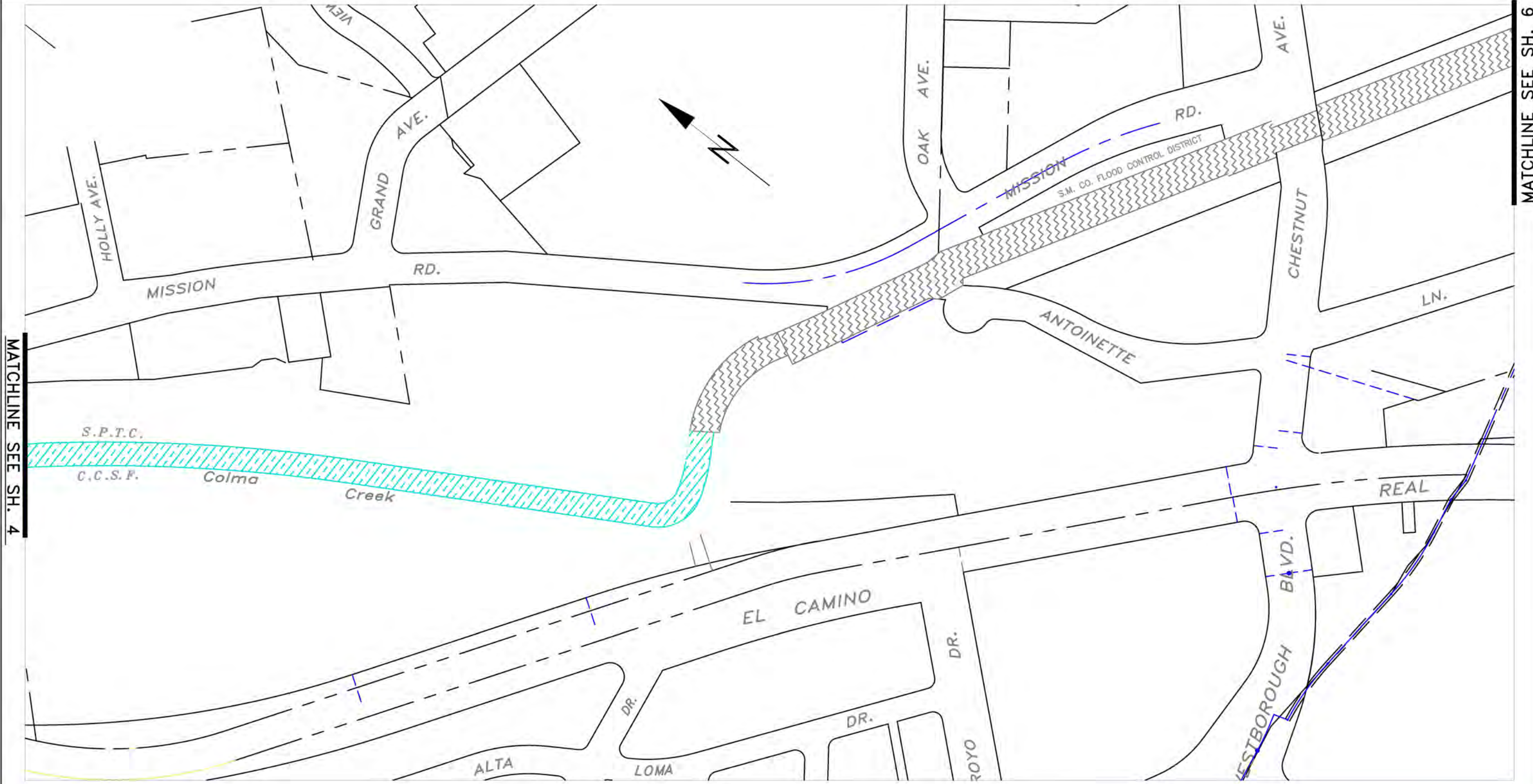
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|  CITY OF SOUTH SAN FRANCISCO |  S. P. T. C. (UNION PACIFIC) |
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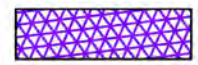




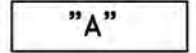

RIGHT-OF-WAY MAP
 COLMA CREEK FLOOD CONTROL CHANNEL
 SAN MATEO COUNTY
 FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
 SCALE: 1" = 200'



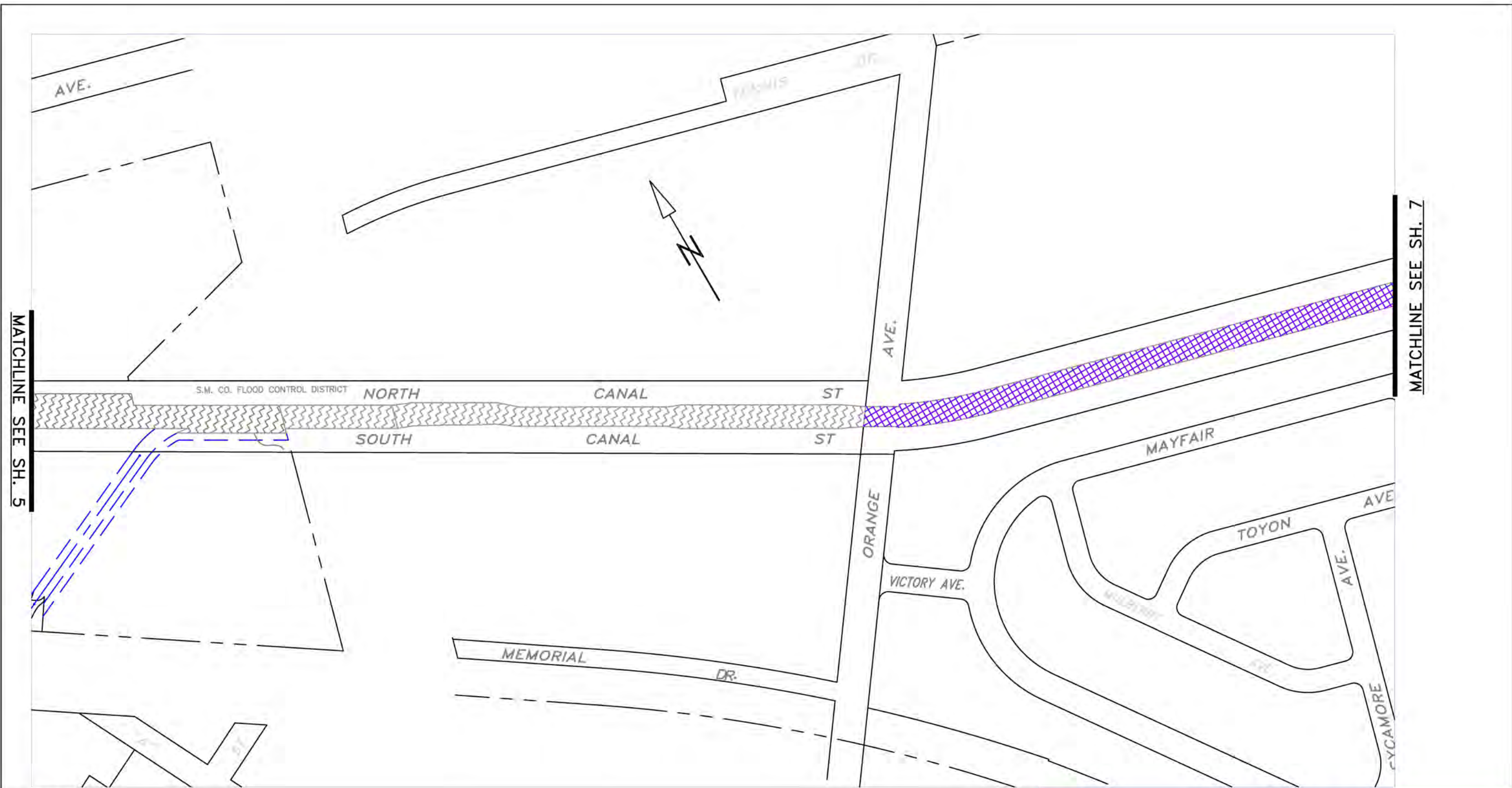
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|  | CITY OF SOUTH SAN FRANCISCO |  | S. P. T. C. (UNION PACIFIC) |
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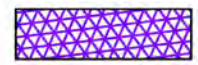




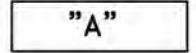

RIGHT-OF-WAY MAP
 COLMA CREEK FLOOD CONTROL CHANNEL
 SAN MATEO COUNTY
 FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
 SCALE: 1" = 200'



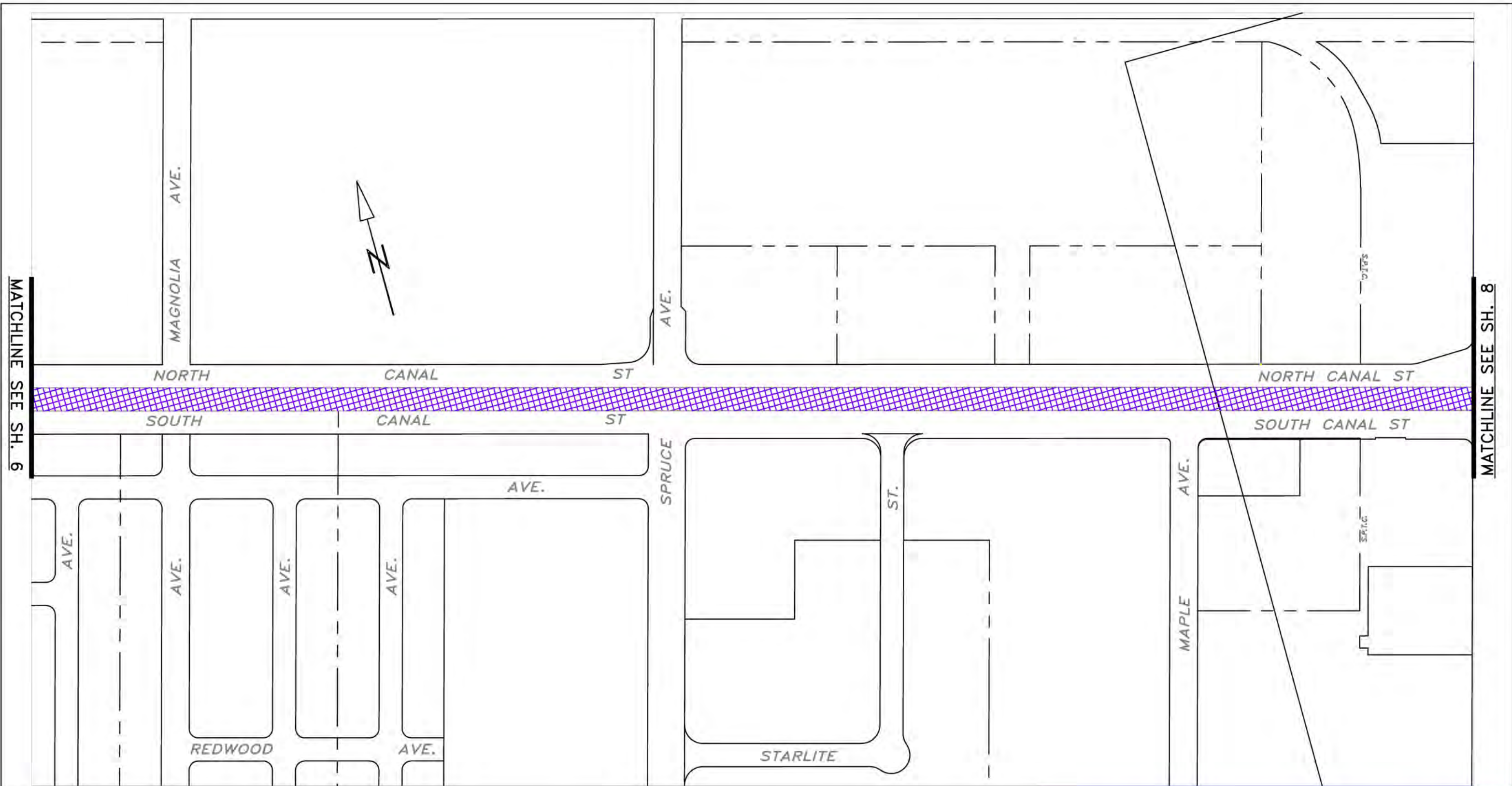
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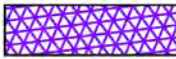




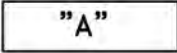

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|  | CITY OF SOUTH SAN FRANCISCO |  | S. P. T. C. (UNION PACIFIC) |
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| | |  | CITY / COUNTY BOUNDARY |

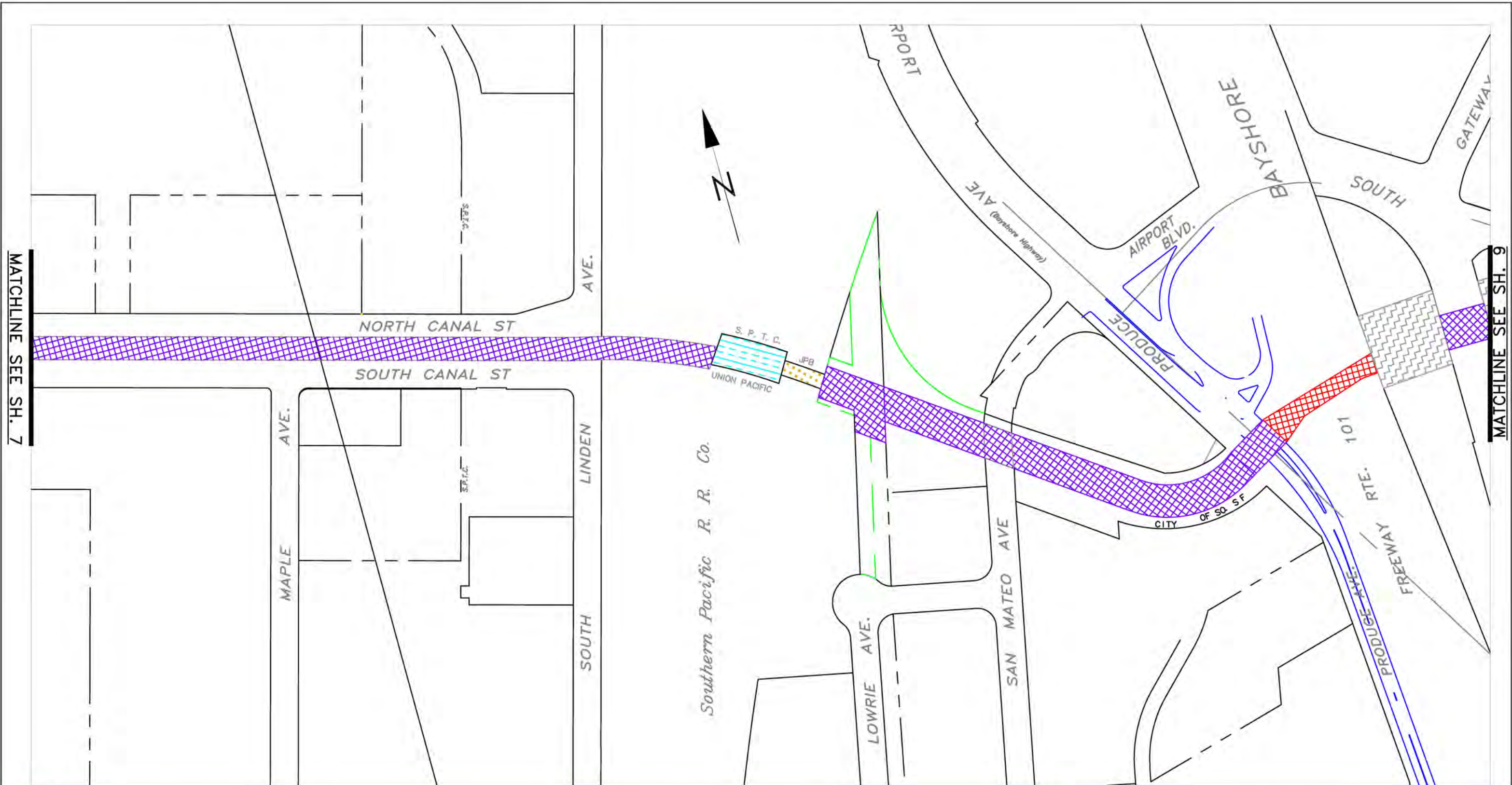
RIGHT-OF-WAY MAP
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 SAN MATEO COUNTY
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 SCALE: 1" = 200'





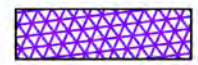




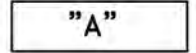
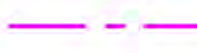
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|  PENINSULA-CORRIDOR-JOINT-POWERS-BOARD |  TOWN OF COLMA |
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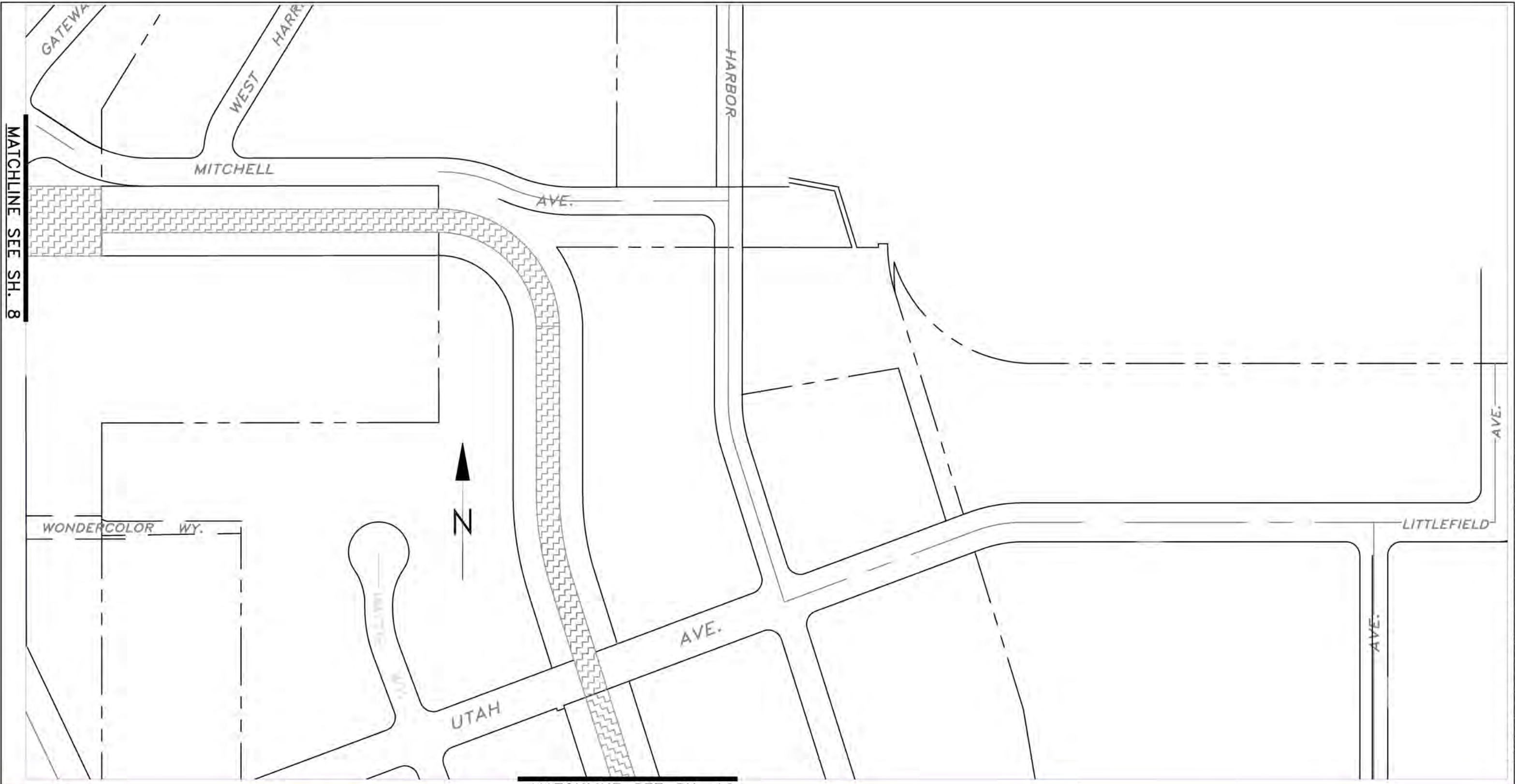
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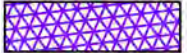


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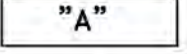

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|  | CALTRANS |  | S.M.CO. FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT |
|  | CITY OF SOUTH SAN FRANCISCO |  | S. P. T. C. (UNION PACIFIC) |
|  | PENINSULA-CORRIDOR-JOINT-POWERS-BOARD |  | TOWN OF COLMA |
|  | SAN MATEO COUNTY TRANSIT DISTRICT (SAMTRANS) |  | "A" STREETS |
| | |  | CITY / COUNTY BOUNDARY |

RIGHT-OF-WAY MAP
 COLMA CREEK FLOOD CONTROL CHANNEL
 SAN MATEO COUNTY
 FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
 SCALE: 1" = 200'



LEGEND:

	CALTRANS
	CITY OF SOUTH SAN FRANCISCO
	PENINSULA-CORRIDOR-JOINT-POWERS-BOARD
	SAN MATEO COUNTY TRANSIT DISTRICT (SAMTRANS)

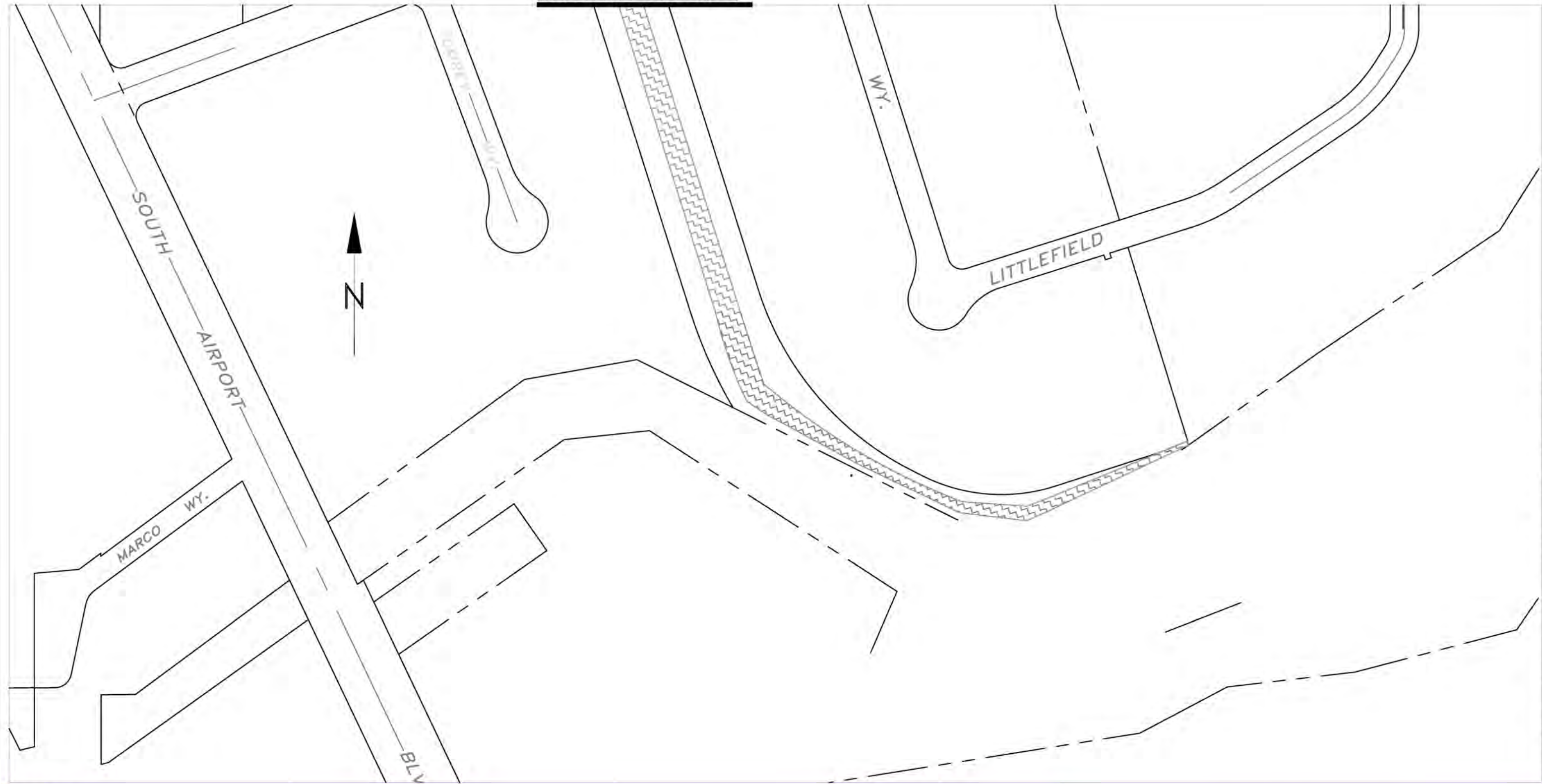
	S.M.CO. FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
	S. P. T. C. (UNION PACIFIC)
	TOWN OF COLMA
	"A" STREETS
	CITY / COUNTY BOUNDARY

RIGHT-OF-WAY MAP
 COLMA CREEK FLOOD CONTROL CHANNEL
 SAN MATEO COUNTY
 FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
 SCALE: 1" = 200'

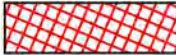

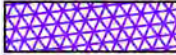




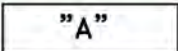

SHEET 9 of 10

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|  CALTRANS |  S.M.CO. FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT |
|  CITY OF SOUTH SAN FRANCISCO |  S. P. T. C. (UNION PACIFIC) |
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RIGHT-OF-WAY MAP
 COLMA CREEK FLOOD CONTROL CHANNEL
 SAN MATEO COUNTY
 FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
 SCALE: 1" = 200'

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EXHIBIT "B"

TOWN OF COLMA

LABOR, MATERIALS, AND EQUIPMENT RATES

Position	Hourly Charge
Senior Engineer	\$199.00
Public Works Maintenance	\$ 66.15
Equipment (Caltrans Rate Description)	Per Caltrans Posted Rates
Rental of equipment	At Cost
Contract Services	At Cost

EXHIBIT "C"

LONG-TERM MAINTENANCE PERMIT
FOR COLMA CREEK FLOOD CONTROL CHANNEL

FOR A COPY OF THE CURRENT LONG-TERM
MAINTENANCE PERMIT, PLEASE VISIT:

[https://onshoreline.org/wp-
content/uploads/2021/03/Long_Term_Maintenance_Permit_Colma_Creek.pdf](https://onshoreline.org/wp-content/uploads/2021/03/Long_Term_Maintenance_Permit_Colma_Creek.pdf)

**San Mateo County Flood and Sea Level Rise Resiliency District
Agenda Report**

Date: March 22, 2021
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Adopt Resolution Establishing San Mateo County Flood and Sea Level Rise Resiliency District Salary Schedule for Fiscal Years 2020-2021 and 2021-2022

Recommendation:

Adopt a Resolution 2021.3.22 establishing San Mateo County Flood and Sea Level Rise Resiliency District (“District”) salary schedule for fiscal years 2020-2021 and 2021-2022 (“Resolution”), effective April 1, 2021.

Background and Discussion:

On February 10, 2020, the District’s Board of Directors (“Board”) adopted an ordinance setting forth rules, regulations, standards, and procedures for the appointment, suspension, and termination of employment (“Ordinance”). The Ordinance provides, in relevant part, that: “[e]ach fiscal year, the Chief Executive Officer [“CEO”] shall prepare an annual schedule of salaries, including benefits, for District employees. Upon review and approval of said schedule of salaries by the Board, either as proposed by the [CEO] or as amended by the Board, the Board by resolution shall adopt same. The resolution shall be regularly reviewed by the [CEO], who shall recommend any such amendments to the Board as may be appropriate.”

On February 24, 2020, the Board adopted by resolution a salary schedule for the fiscal year 2019-2020, which included the classifications and number of positions, as well as compensation and benefits. The Board updated this salary resolution on June 8, 2020.

The District hired its first employees effective April 1, 2020, and those employees are now due for their annual review/evaluation. In conjunction with the annual review/evaluation of employees, the CEO proposes modifying certain job classifications, adding additional classifications, updating the salary ranges for all classifications, and potentially providing employees increased vacation accrual based on years of service.

Further, on September 14, 2020, the Board authorized the District to join the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA), a risk-sharing pool utilized by many local government agencies throughout California. As required by ACWA JPIA, the Board authorized the District to provide the premium of the lowest cost health, vision, and dental plan at no charge to District employees, and, if an employee chooses a more expensive plan, to cover 75% of the incremental increase in premium cost.

The CEO recommends that the Board adopt the attached draft Resolution, which updates the District’s salary schedule effective April 1, 2021 as follows:

- Adds new job classifications for Project Manager or Engineer, Finance Manager, and Accountant (as part of a classification with Senior Accountant);
- Revises salary ranges to: Clerk of the Board (\$75,000-\$115,000), Senior Project Manager or Senior Engineer (\$135,000-\$185,000), Project Manager or Engineer (\$100,000-\$145,000), Associate Project Manager (\$75,000-\$115,000), Finance Manager (\$115,000-\$175,000), and Senior Accountant or Accountant (\$75,000-\$120,000);
- Clarifies that the CEO may, without prior Board approval, authorize annual merit increases, equity adjustments, cost of living adjustments, and promotions for District employees (excluding the CEO) so long as the applicable annual salary remains within the approved range for the classification;
- Authorizes CEO to establish a schedule of increased vacation accrual tied to years of service with the District;
- As required by ACWA JPIA, confirms the District will provide the monthly premium of the lowest cost health, vision, and dental plan at no charge to District employees, and, if an employee chooses a more expensive plan, cover 75% of the incremental increase in the premium cost, as previously authorized by the Board; and
- Makes minor clarifying/typographical changes.

This Resolution will take effect April 1, 2021, near the end of the 2020-21 fiscal year. Therefore, the CEO recommends that the salary schedule established by this Resolution remain in effect through the end of the 2021-2022 fiscal year (i.e., through June 30, 2022), subject to potential amendments approved by the Board during that time period.

The Resolution has been reviewed and approved by District Counsel.

Impact on District Resources:

The fiscal impacts associated with this Resolution are included in the 2020-2021 Operating Budget, and will also be reflected in the 2021-2022 Operating Budget.

Attachment: Draft Resolution 2021.3.22



DRAFT RESOLUTION NO. 2021.3.22

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
ESTABLISHING SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
SALARY SCHEDULE FOR FISCAL YEARS 2020-2021 AND 2021-2022**

RESOLVED, by the Board of Directors (the “Board”) of the San Mateo County Flood and Sea Level Resiliency District (“District”), that:

WHEREAS, Assembly Bill No. 825, (“AB 825”) amended, added, and repealed certain sections of the San Mateo County Flood Control District Act (Chapter 2108 of the Statutes of 1959), relating to the District; and

WHEREAS, pursuant to AB 825 the District “may in its discretion appoint an executive officer, a clerk, and any other officers and employees for the Board or District as in its judgement may be deemed necessary, prescribe their duties, and fix their compensation. The employment of those officers and employees shall be governed in accordance with an ordinance setting forth rules, regulations, standards, and procedures for appointment, suspension, and termination of employment”; and

WHEREAS, on February 10, 2020, the Board adopted an ordinance setting forth rules, regulations, standards, and procedures for appointment, suspension, and termination of employment (the “Ordinance”), which took effect March 12, 2020; and

WHEREAS, the Ordinance provides that, “[e]ach fiscal year, the Chief Executive Officer [CEO] shall prepare an annual schedule of salaries, including benefits, for District employees. Upon review and approval of said schedule of salaries by the Board, either as proposed by the [CEO] or as amended by the Board, the Board by resolution shall adopt same. The resolution shall be regularly reviewed by the [CEO], who shall recommend any such amendments to the Board as may be appropriate”; and

WHEREAS, on February 24, 2020, the Board adopted by resolution a salary schedule for the fiscal year 2019-2020, which included the classifications and number of positions, as well as compensation and benefits other than retirement/deferred compensation benefits, and updated that salary resolution on June 8, 2020; and

WHEREAS, the District hired its first employees effective April 1, 2020, and those employees are now due for their annual review/evaluation; and

WHEREAS, in conjunction with the annual review/evaluation of employees, the CEO has proposed modifying certain job classifications, adding additional classifications, updating the salary ranges for all classifications, and potentially providing employee’s increased vacation accrual based on years of service; and

WHEREAS, on September 14, 2020, the Board authorized the District to join the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA), a risk-sharing pool utilized by many local government agencies throughout California; and

WHEREAS, also on September 14, 2020, the Board authorized the District to offer several health, vision, and dental plans through ACWA JPIA with, as required by ACWA JPIA, the District providing the monthly premium of the lowest cost health, vision, and dental plan at no charge to District employees; and, if an employee chooses a more expensive plan, the District covering 75% of the incremental increase in the premium cost; and

WHEREAS, because this Resolution will take effect April 1, 2021, near the end of the 2020-21 fiscal year, the Board desires that the salary schedule established by this Resolution remain in effect through the end of the 2021-2022 fiscal year (i.e., through June 30, 2022), subject to potential amendments approved by the Board during that time period.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District directs that the following shall constitute the classifications, as well as compensation and benefits, including retirement/deferred compensation benefits, for District employees effective April 1, 2021 and through the end of the 2021-2022 fiscal year:

Job Classification	Position Count	Salary Range	
		Low	High
CEO	1		\$235,000
Clerk to the Board of Directors	0	\$75,000	\$115,000
Senior Project Manager or Senior Engineer	0	\$135,000	\$185,000
Project Manager or Engineer	0	\$100,000	\$145,000
Associate Project Manager	2	\$75,000	\$115,000
Finance Manager	1	\$115,000	\$175,000
Senior Accountant or Accountant	0	\$75,000	\$120,000

SECTION 2. ANNUAL SALARY ADJUSTMENTS

The District authorizes the CEO to approve without prior Board approval annual merit increases, equity adjustments, cost of living adjustments, and promotions so long as the annual salary for a given job classification is within the range set forth in Section 1 (Schedule of Salaries). Any adjustments to the CEO’s salary, however, must be approved by the Board.

SECTION 3. VACATION & LEAVE POLICY

(a) CEO Vacation and Management Leave. The CEO shall accrue four (4) weeks (160 hours) of vacation each calendar year, which shall accrue at 13.33 hours each month, but in no event shall the CEO’s vacation accrual exceed 180 hours in total. In addition, the CEO shall also receive 40 hours of management leave at the beginning of each calendar year, which must either be used or cashed out by December 31 each year (in other words, no portion of CEO’s management leave may be carried over to the following calendar year). If CEO is employed by the District for a portion of a calendar year, the 40 hours of management leave shall be prorated for that calendar year.

(b) All Other Employee Vacation Leave. Effective April 1, 2020, all other District full-time employees shall, at a minimum, accrue 12 days (96 hours) of paid vacation each calendar year, accrued at 8 hours each month. The CEO shall have the authority to develop a schedule for increased vacation accrual tied to years of service with the District. All part-time District employees shall accrue paid vacation leave on a pro rata basis. Thus, by way of example only, a part-time employee who works the equivalent of 50% time will accrue 6 days (48 hours) of paid vacation each year, accrued at 4 hours each month. In no event shall an employee’s vacation accrual exceed 180 hours in total. When an employee separates from the District their remaining accrued paid vacation leave shall be added to their final compensation.

(c) **Employee Paid Sick Leave.** Effective April 1, 2020, each full-time District employee, including the CEO, shall accrue 12 days (96 hours) of paid sick leave each calendar year, accrued at 8 hours each month, to care for themselves or a family member. All part-time District employees shall accrue paid sick leave on a pro rata basis. Thus, by way of example only, a part-time employee who works the equivalent of 50% time will accrue 6 days (48 hours) of paid sick leave each year, accrued at 4 hours each month. There shall be no limit on an employee's total accrued sick leave. When an employee separates from the District their remaining accrued sick leave shall not be added to their final compensation.

SECTION 4. RETIREMENT/DEFERRED COMPENSATION BENEFITS

Effective April 1, 2020, for all full-time District employees, including the CEO, the District will (a) contribute to a 401(a) retirement account an amount equal to 6% of the employee's annual salary and (b) match, on a dollar-for-dollar basis, any contributions the employee makes (subject to IRS contribution limits) into a 457(b) retirement account, up to an amount equal to 9% of the employee's annual salary. The CEO shall determine the retirement/deferred compensation benefits of all part-time District employees, which benefits shall not exceed those offered to full-time employees.

SECTION 5. TRAVEL AND EXPENSE REIMBURSEMENT

Employees shall be reimbursed for budgeted and reasonable out-of-pocket expenses incurred in connection with the District's business, including reasonable expenses for mileage, travel, conferences, and membership dues in professional organizations that are appropriate to the District's goals, in accordance with the District's Travel and Expense Reimbursement Policy.

SECTION 6. HEALTH, VISION, DENTAL BENEFITS

All full-time District employees shall be eligible for health, vision, and dental benefits. A plan will be offered under which the District pays 100% of the premium for the lowest cost plan for health, vision, and dental benefits for each employee; if an employee chooses a more expensive plan, the District would cover 75% of the incremental increase in the premium cost. The District will pay 75% of the cost of premiums for dependents. The CEO shall determine the health, vision, and dental benefits of all part-time District employees, which benefits shall not exceed those offered to full-time employees.

SECTION 6. SEVERABILITY

If any portion of this Resolution is for any reason held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the constitutionality or validity of the remaining portions of this Resolution.

PASSED AND ADOPTED this 22nd day of March, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

APPROVED:

Clerk of the Board of Directors

Chair of the Board of Directors

San Mateo County Flood and Sea Level Rise Resiliency District
Agenda Report

Date: March 22, 2021
To: San Mateo County Flood and Sea Level Rise Resiliency District Board of Directors
From: Len Materman, CEO
Subject: Authorize the CEO to execute a contract with CPM Associates, Inc. for Construction Management Services for the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project

Recommendation:

That the San Mateo County Flood and Sea Level Rise Resiliency District (“District”) Board of Directors (“Board”) authorize the Chief Executive Officer (“CEO”) to enter into Agreement 2021-03-22-CPM with CPM Associates, Inc. (“CPM”) to provide construction management services prior to and during construction of the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project (“Project”).

Background and Discussion:

On March 11, 2021, District staff advertised Project construction bid documents to pre-qualified potential contractors for the District’s first major construction project. The deadline to submit construction bids, and the bid opening, are scheduled for April 8, 2021.

To support the bid process, on February 10, 2021, the District released a Request for Proposals for Construction Management (CM) services, which also include acting as an accountable on-site representative of the District during Project construction, as well as organizing, improving, directing, coordinating, and evaluating activities related to the construction of the Project. On March 5, 2021, in response to this RFP, the District received proposals from six firms, and on March 10, 2021, staff from the District, County of San Mateo, and cities of Menlo Park and Redwood City, interviewed all six prospective firms.

Following a review of each firm’s proposal, our interviews, and reference checks, CPM was selected as the top candidate. CPM is a San Francisco-based firm that has provided CM services to public agencies throughout the Bay Area on a variety of infrastructure projects. Over the past few days, District staff has worked with CPM to develop a draft contract, shown as Agreement 2021-03-22-CPM on the pages that follow.

Fiscal Impact on District Resources:

Approval of this Agreement will establish a not-to-exceed amount of \$797,809 through a term ending April 29, 2022. This cost will be covered by funds provided in a Project Memorandum of Understanding between the District, County of San Mateo, cities of Menlo Park and Redwood City, and Town of Atherton that was approved by the Board on November 9, 2020 and fully executed earlier this year.

Attachment:

Draft Agreement No. 2021-03-22-CPM

**AGREEMENT BETWEEN THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
AND CPM ASSOCIATES, INC.**

This Agreement is entered into by and between the San Mateo County Flood and Sea Level Rise Resiliency District, an independent special district (“District”), and CPM Associates, Inc. (“Contractor”) (together, the “Parties”) on March 23, 2021.

Recitals

Pursuant to the San Mateo County Flood Control District Act, as amended in 2019 by Assembly Bill 825, District may contract with independent contractors for the furnishing of services to or for District; and it is necessary and desirable that Contractor be retained for the purpose of Construction Management Services for construction of the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Exhibits.** The following exhibits are attached to this Agreement and incorporated by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates

2. **Services.** In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for District 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 set forth in this Agreement and in Exhibit A, District shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. District reserves the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable. In no event shall District’s total fiscal obligation under this Agreement exceed Seven Hundred Ninety Seven Thousand, Eight Hundred Nine Dollars (\$797,809.00). In the event that District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by District at the time of contract termination or expiration. Contractor is not entitled to payment for services 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 March 23, 2021 to April 29, 2022.

5. **Termination.**

(a) This Agreement may be terminated by Contractor or by District 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 services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the services actually completed to the services required by the Agreement.

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

(c) District may also terminate this Agreement for cause, which is separate from the ability to terminate without cause as described above. In order to terminate for cause, District must first give Contractor notice of the alleged breach. Contractor shall then have 10 calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, District may immediately terminate this Agreement without further action. In the event that District provides notice of an alleged breach pursuant to this section, District may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. District has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and District shall use reasonable judgment in making that determination.

6. **Contract Materials.** Upon expiration or termination of this Agreement, all finished or unfinished work products, documents, data, studies, maps, photographs, and other materials and efforts conducted by Contractor under this Agreement shall become the property of District and shall be promptly delivered to District.

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 District and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of District employees.

8. **Hold Harmless.** Contractor shall indemnify and hold harmless the District, Cities of Menlo Park and Redwood City, Town of Atherton, and County of San Mateo (“Collaborative”), and their officers, agents, employees, and servants from and against any and 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: (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; and/or (c) any other loss or cost, including, without limitation, that caused by the concurrent active or passive negligence of Collaborative and/or their officers, agents, employees, or servants. However, Contractor’s duty to indemnify and hold harmless under this Section 8 shall not apply to injuries or damage for which Collaborative 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 hold harmless as set forth by this Section shall continue after termination of the Agreement and shall include the duty to defend as set forth in Civil Code Section 2778.

9. **Assignability and Subcontracting.** Contractor shall not assign this Agreement nor 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 District. Any such assignment or subcontract without District’s prior written consent shall give District the right to automatically and immediately terminate this Agreement without penalty or advance notice.

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

11. Insurance.

(a) Contractor shall not commence work under this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by District. Contractor shall furnish District 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 District of any pending change in the limits of liability or of any cancellation or modification of the policy.

(b) During the term of this Agreement, Contractor shall have in effect workers’ compensation and employer’s liability insurance providing full statutory coverage, as required by Section 1861 and Section 3700 of the California Labor Code.

(c) During the term of this Agreement, Contractor shall take out and maintain 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:

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

The Collaborative, as well as Cargill, Inc. and Cargill Point, LLC (“Parties”) and their officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (i) the insurance afforded thereby to Parties and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (ii) if Parties or their officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

(d) In the event of the breach of any provision of this Section, including receipt of a notice indicating required insurance coverage will be diminished or cancelled, notwithstanding any other provision of this Agreement to the contrary, District may immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

12. Compliance With Laws.

(a) All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable laws, ordinances, and regulations, including, without limitation: the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder; the Americans with Disabilities Act of 1990, as amended, and the nondiscrimination requirements of 41 C.F.R. 60-741.5(a); if applicable, Section 504 of the Rehabilitation Act of 1973; and all other applicable Federal, State, and/or local laws prohibiting discrimination on the basis 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; all applicable equal opportunity laws and requirements; and all applicable equal benefits laws and requirements, including, without limitation, laws prohibiting discrimination in the provision of equal 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.

(b) All services to be performed by Contractor under this Agreement shall also be performed in accordance with all applicable laws, ordinances and regulations, including, without limitation, 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 law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

(c) Contractor shall timely and accurately complete, sign, and submit all necessary documentation evidencing compliance with the requirements of this Section 12. In addition, Contractor certifies that no finding of discrimination has been issued against Contractor in the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any such finding(s) of discrimination have been issued against Contractor within the past 365 days, Contractor shall provide District with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Contractor shall also report to District's Chief Executive Officer ("CEO") 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 12 within 30 days of such filing, unless the complaint or allegation is dismissed within such 30 days. The report 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).

(d) Violation of and/or failure to comply with the provisions of this Section 12 shall be considered a material breach of the Agreement, subjecting the Agreement to immediate termination at the sole option of District and subjecting Contractor to penalties, disqualification from being considered for or being awarded a District contract for up to 3 years, and/or other sanctions.

13. 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 District makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by a Federal grantor agency, the State and/or District.

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

(c) Contractor agrees upon reasonable notice to provide to District or its authorized representative, to any Federal or State department having monitoring or review authority, 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.

14. Merger Clause; Amendments. This Agreement, including all Exhibits and other attachments incorporated by reference, constitutes the sole Agreement of the Parties 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 other attachment, 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 Agreement are not binding. All subsequent modifications or amendments of the Agreement shall be in writing and signed by the Parties.

15. Controlling Law; Venue. The validity of this Agreement and of its terms, the rights and duties of the Parties, 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.

16. Notices. Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (a) transmitted via email to the email address listed below; and (b) 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 District, to:

Name/Title: Len Materman, Chief Executive Officer
Address: 1700 South El Camino Real, Suite 502
San Mateo, CA 94402
Telephone: 650-623-5934
Email: Projects@onshoreline.org

In the case of Contractor, to:

Name/Title: Ismael Pugeda, Chief Executive Officer
Address: 65 McCoppin St., San Francisco, CA 94025
Telephone: 415-543-6515 x 202
Email: ismaelp@cpmservices.com

17. Electronic Signatures. The Parties wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law.

18. Payment of Permits/Licenses. Contractor bears responsibility to obtain any license, permit, or approval required from any agency for services to be performed under this Agreement at Contractor’s own expense prior to commencement of said 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 and conditions, the Parties, by their duly authorized representatives, affix their respective signatures:

For Contractor, CPM Associates, Inc.

Contractor Signature Contractor Name (Print) Date

For District:

Len Materman Date
Chief Executive Officer

Exhibit A

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

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT AND COORDINATION

Project Management Plan: Develop a Project Plan detailing the approach, roles and responsibilities, and deliverables for managing the construction management Scope of Services as stated in the Agreement.

Monthly Consultant Progress Reports: Prepare and submit monthly Consultant Progress Reports broken down by task with each monthly billing statement. Include summary of performed tasks to date, estimate of work to complete the project, explanation of any variances in percentage of work complete and percentage of Not to Exceed fees remaining, and anticipated changes to the Agreement that may be required to complete the Scope of Service. Include a statement of progress in performance of the Scope of Services, including any anticipated delays and measures taken to prevent or minimize delays. Include a Project Management Action Item and Decision Log to document action items, concerns, or issues throughout the term of the Agreement.

Monthly Construction Progress Reports: Prepare and submit monthly Construction Reports that identify specific metrics, key performance indicators, achievements, risks, and decisions that may be needed. Include schedule summary, potential issues and required actions, payment status, submittals and RFI logs, quality summary, status of change orders and project cost, risk register, potential disputes or claims.

Project Management Meetings: Chair and administer a kick-off meeting and monthly Project Management meetings as-needed with the District to discuss construction management services, the construction contract, and key project issues.

Construction Management Plan: Develop a Construction Management Plan detailing the day-to-day management and administration of the construction contract. Identify roles, responsibilities, and procedures that are required to administer Tasks 2 – 10 in this Scope of Services along with the stated deliverables.

Task 1 Deliverables

- Project Management Plan
- Monthly Consultant Report and billing statement
- Monthly Construction Report
- Construction Management Plan
- Establish monthly consultant meetings
- Agendas and meeting minutes

TASK 2 – PRECONSTRUCTION SERVICES

Construction Contracts Documents Review: Become familiar with the jobsite and perform a comprehensive review of all contract documents available for the project. Review for completeness, constructability, and clarity of the Scope of Work. Identify areas of concern, conflicts, errors and omissions, or opportunities for gaining efficiencies and make recommendations to the District. Identify the Order of Precedence of documents, project administrative requirements, project controls, payment applications, protocol for changes and claims, contract compliance goals, and general conditions.

Bidding Assistance: Assist with the bidding process. Prepare and deliver pre-bid conference and coordinate pre-bid activities including jobsite walks and the distribution of meeting minutes. Review bid

packages to ensure all requirements are met, documents are properly formatted and executed, and that submissions are complete and properly tabulated.

Preconstruction Survey: Coordinate initial jobsite documentation, survey, and staking as required. Retain initial jobsite survey and documentation to memorialize pre-existing conditions for record purposes.

Preconstruction Conference: Comprehensive preconstruction meeting to establish expectations for the Contractor's performance throughout the project. Develop a detailed agenda for every meeting and provide accurate, timely minutes.

Task 2 Deliverables

- Constructability review report
- Review and comment on Risk Management Plan updates
- Pre-bid and site tour meetings
- Bid analysis and award recommendations
- Draft Notice to Proceed
- Pre-construction survey and staking
- Site conditions survey report and photo documentation
- Coordinate and conduct pre-construction conference

TASK 3 – CONSTRUCTION MANAGEMENT

Communications, Progress, and Coordination Meetings: Communication protocol that allows for prompt responses or soliciting prompt feedback from the appropriate parties. Provide a central point of contact for all construction related matters. Coordinated communication with the District, Contractor, District's Designer, and stakeholders. Implement and manage the project management database for administration of project communication including RFI's, submittals, changes, drawing updates, and stored records.

Administer recurring construction progress meetings and stakeholder engagement meetings with detailed agendas. Provide meeting minutes to memorialize decisions, action items, performance metrics, and trends.

Document Control and Internet-Based Communication System: Maintain complete project-related records with a web-based project management system, Procore. Establish a secured web-based document repository and filing system for retention of critical documents and correspondence. Administer daily construction management activities using the electronic database, including document filing, RFI and submittal processing, change management, and various other administrative tasks.

Coordinate with the District to develop the appropriate filing system for the retention of all necessary documents, and retain all project documents for the stipulated period.

Contract Compliance Verification: Review all insurance, bonding, and licensing for the execution of a conformed contract. Verify permits, approved safety and quality plans, waste management plans, stormwater pollution and prevention plan (SWPPP), traffic management, and logistics plans are established and in compliance prior to commencing the Work. Confirm submission of monthly deliverables such as schedule updates, certified payroll updates, contractor waivers, and waste diversion reports with each payment application.

Schedule Monitoring: Review the baseline schedule and monthly updates for compliance with the contract requirement including proper formatting, activity sequencing, logic, milestones, and

constraints. Provide detailed review of monthly progress schedules, verify actual start and completion dates, and overall progress. Provide detailed review comments and offer suggestions for economizing the schedule or recovery efforts when needed.

Change Management: Develop a change management process to administer all project related changes, including Contract Document Clarifications and Change Orders. Process all changes that have cost or schedule implications and prepare all Potential Change Order (PCO) and Change Orders (CO) packages with associated cost estimates, assessment of schedule impact, justification for the change, and possible mitigative alternatives for District review. Negotiate changes as required to mitigate project impact. Expediently review and provide comments to cost proposals for all Changes including the feasibility of costs (labor, equipment, and material), appropriate labor rates, and markups.

Maintain a comprehensive Change Order Log showing the status of all PCOs, contractor proposals, COs, estimated and actual costs, and schedule impacts for review at all progress meetings and cost control meetings.

Contractor Invoices and Payment Recommendations: Coordinate with the contractor to create a detailed Schedule of Values that reflects the key components of the work performed by all representative trades. Monitor the completion of work by conducting daily filed inspections and documenting progress in Inspector Daily Reports (IDRs). Review monthly draft payment applications for conformance to the approved Schedule of Values and progress of completed work and provide review comments. Conduct monthly pay application meetings as needed to reconcile differences. Provide recommendation to the District for processing the payment with each monthly payment application.

Quality Assurance and Quality Control (QA/QC): Administration of a comprehensive QA/QC program in coordination with the Contractor, Owner, and key stakeholders. Establish clear QC/QA responsibilities and deliverables in accordance with the requirements of the Contract Documents. Review the Contractor's site-specific Quality Plan for compliance with the contract requirements. As needed, CPM may prepare a Field Quality Assurance Manual that will state clear enforcement policies for any deficiencies that may arise during the QA/QC process.

Perform daily Construction Inspection services to oversee daily work activities, verify compliance of furnished materials and delivery tags, confirm dimensions and tolerances for elements of the Work, document Contractor QC efforts, and oversee Special Inspections. Review all testing and inspection reports from the appropriate parties and retain with the project records. Report any deficiencies and track each item until resolved or re-work is completed.

Submittal and RFI Process: Administer all submittals and Request for Information (RFI's) using the project electronic database, Procore. Coordinate with the Contractor, Designers, and District to establish work flow and administrative rights for processing submittals and RFI's in the database. Create a submittal log and RFI log for tracking and present at weekly progress meetings.

Record Documents: Maintain a compiled record set of plans and specifications to capture all changes that develop through the course of construction. Maintain the record set in the method preferred by the District (hard copy or electronic).

Task 3 Deliverables

- Establish communication protocol
- Identify points of contact with all Stakeholders
- Implement a web-based document management platform (Dropbox or Box)
- Implement a web-based project management platform (Procore)
- Maintain hard copy document repository as needed

- Verify contract compliance records
- Administer progress meetings and stakeholder engagement meetings
- Develop various tracking logs
- Schedule submission review and comments
- Data updates to master schedule as needed
- Change Management
- Invoice and payment review
- Quality Assurance Testing, and Inspection plan that complements the Contractor's Quality control Plan
- Submittal and RFI processing
- Document Control of Record Documents

TASK 4 – INSPECTION, SPECIAL INSPECTION, AND SPECIALTY INSPECTION

Inspections: Provide experienced, on-site construction inspection services including detailed field notes, Inspector Daily Reports (IDRs), daily project photos, verification of field measurements, documentation of quantities, and verifying materials and evidence of material inspection. Monitor all work activities for conformance with safety protocols, logistics planning, permit requirements, and stated regulatory requirements, and immediately report any incidents, near misses, or observed deficiencies. Verify all QC/QA is performed by the appropriate parties and documented accordingly. Monitor and document progress of work to validate progress payments and schedule activity updates.

Special and Specialty Inspection: Provide Special and Specialty Inspection services as required including:

- PCC concrete inspection and material testing along with seismic inspection
- Structural steel and miscellaneous metal fabrication and seismic inspection
- Pre-cast box culvert manufacturer source inspections
- Verification of excavation and culvert foundation stability
- Bay mud and unsuitable soil mitigation and stabilization
- Backfill compaction and density testing
- Asphalt and miscellaneous roadway concrete testing
- Sampling and testing of fill and aggregate materials

Coordinate with the contractor to schedule all Special Inspection and Specialty Inspection as required, and provide documentation of inspection and testing results that will be retained with the project records. Identify deficiencies immediately and coordinate with the contractor for immediate resolution.

Special Provisions Compliance: Provide oversight, inspection, and reporting of permit requirements and moratoriums that are intended to protect the diverse habitat of flora, fauna, and water resources that surround the project site. Review qualifications and experience of candidates for the District's biological monitor.

Task 4 Deliverables

- Daily Construction Inspection and reporting
- Special Inspections, material testing, and source inspection
- Special Provisions Compliance inspection and reporting
- Retain all reports and documentation
- Report deficiencies for corrective action

TASK 5 – SAFETY MANAGEMENT

Review the contractor site specific safety plan for compliance with contract requirements, recognition of OSHA standards, and hazards associates with the specific elements of construction. Confirm the on-site safety personnel are trained and empowered to make safety related decisions. Verify task stipulated in the contractor’s safety plan are performed and documented as required. Monitor adherence to the safety protocols identified in site-specific plan. Immediately notify the Contractor and the District of any incidents or near misses and document the event thoroughly with a detained incident report, photos, description of events, parties involved, and emergency response.

At all construction and progress meetings, safety and jobsite security will be the first point of discussion, with a focus on recent incidents, lessons learned, and new work activities that may require additional planning.

Task 5 Deliverables

- Review contractor’s site-specific safety plan.
- Monitor the implementation of safety procedures and work plans
- Immediately report observed deficiencies
- Document safety incidents and retain records

TASK 6 – TRAINING, TESTING, START-UP, AND COMMISSIONING

Identify all required operation and maintenance documentation, as well as the associated training to demonstrate safe performance of any maintenance procedures. Verify all active equipment are tested and witnessed for proper performance. Verify training for all maintenance activities is performed and documented for record purposes. Coordinate with the Contractor, District, and Stakeholders to identify specific commissioning and training requirements.

Task 6 Deliverables

- Coordinate and observe required training, testing, and commissioning
- Obtain startup checklists from suppliers and manufactures

TASK 7 – STAKEHOLDER ENGAGEMENT

Participate in stakeholder outreach and coordination that may be required throughout the project. Facilitate communication between the District, contractor, and project stakeholders through meetings, correspondence, and timely reporting of project schedule, work plans, and all potentially impactful work activities. Provide a direct point of contact for any immediate concerns or issues raised by the District, stakeholders, or the community. As needed, assist the District with outreach, notices, work plans, schedules, or potential impacts to the community and affected stakeholders. Immediately report observed or unplanned impacts to the District for appropriate corrective action.

Task 7 Deliverables

- Project status and progress updates
- Outreach materials as needed

TASK 8 – PARTNERING, CLAIMS DISPUTES AND DISPUTES MANAGEMENT

Seek to resolve project issues expeditiously. Implement a resolution ladder to elevate critical issues to the appropriate decision makers. Upon request, implement formal partnering sessions to develop project goals with high-level commitment by members of the project team. Analyze all claims for validity and justification of associated cost or schedule implication and provide recommendations. Follow the protocols and procedures requested by the District for all claims and disputes. Document and retain all records associated with disputes and claims in the project document control repository or filing system for future reference.

Task 8 Deliverables

- Work to resolve issues at the field level
- Retain documentation for all potential claims

TASK 9 – ACCEPTANCE AND CLOSEOUT

Verify all closeout requirements of the District, stakeholders, and the contract documents including all record documents, warranties, operation and maintenance manuals, closeout reports, as-built record drawings, and spare parts are provided. Reconcile all final costs including pay item quantities and change orders. Closeout all permits with final reports and completion of work notices as required. Perform final inspections with the contractor, District, and stakeholders to develop the final punch list and monitor the progress of completing these items. Assemble and turn over all closeout binders and hard copy records to the District.

Task 9 Deliverables

- Retention and printing of all closeout records
- Assembly and printing of photos

TASK 10 – SUPPLEMENTAL SERVICES

For additional services, quickly respond with a staffing plan and detailed cost proposal for the District's review. Upon acceptance, perform the Scope of Services and provide all deliverables associated with the supplemental tasks.

Exhibit B

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

Under no circumstances shall the amount paid by District to Contractor exceed \$797,809.00. Contractor shall provide District with a written itemized invoice that allows the District to reconcile the work performed. All invoices shall include the agreement number, project location, dates of services and specified work completed.

Remit Invoices to:

San Mateo County Flood and Sea Level Rise Resiliency District

1700 South El Camino Real, Suite 502

San Mateo, CA 94402

Email: ldong@onshoreline.org

Payment will be made within 45 days of invoice receipt.

San Mateo County Flood and Sea Level Rise Resiliency District

STAFFING PLAN AND FEE PROPOSAL REVISED 03/16/2021

for

CONSTRUCTION MANAGEMENT SERVICES FOR CONSTRUCTION OF THE BAYFRONT CANAL AND AHERTON CHANNEL FLOOD PROTECTION AND ECOSYSTEM RESTORATION PROJECT

CPM ASSOCIATES, INC.

Position	Person	Firm	Billing Rate	2021												2022			Total Hours	Total Cost
				M	A	M	J	J	A	S	O	N	D	J	F	M				
Phase				Pre-Con			Construction						Closeout							
Base Scope																				
Project Executive	Rod Macaraeg, PE	CPM	215.00	24	16	8	8	8	8	4	4	4	4	0	0	0	88	18,920.00		
Project Manager/Resident Engineer	Steve Miskowicz	CPM	205.00	40	64	60	60	60	60	60	60	60	60	40	24	24	672	137,760.00		
Office Engineer	Marcela Sawicki	CPM	125.00	0	84	160	160	160	100	100	100	100	100	100	100	100	1364	170,500.00		
Assistant Resident Engineer	Randy Felkner	CPM	180.00	0	32	160	160	160	160	160	160	160	160	40	0	0	1352	243,360.00		
Schedule and Claims	Jeffrey Cooper	CPM	225.00	0	0	16	16	16	16	16	16	16	32	32	0	0	176	39,600.00		
Special Inspection	Sameullah Saber	Kleinfelder	185.00	0	0	16	16	60	60	60	60	60	60	40	0	0	432	79,920.00		
Specialty Compliance	Becky Kodsuntie	AWE	190.00	0	16	8	8	8	8	8	8	8	8	8	0	0	88	16,720.00		
Specialty Compliance	Art Richardson	AWE	85.00	0	0	40	40	40	40	40	40	40	40	20	0	0	340	28,900.00		
Survey	Matthew Vielbaum, PLS	Towill	155.00	32	32	16	16	16	16	16	16	16	16	16	0	0	208	32,240.00		
TOTAL HOURS																4720	767,920.00			
Reimbursable Allowance																				
Project Management Platform License																	5,000.00			
Off Site inspection (assumes up to 5 offsite inspections within 2 hours distance from the jobsite)																	5,000.00			
Document Printing (including project photographs)																	2,000.00			
Materials Testing and Special Inspection Lab Testing																	10,000.00			
Field Office Rental - CPM Will Co-locate in the Contractor field office																	-			
**Outreach materials, graphics, fliers will be considered a reimbursable cost and as needed upon request by the District.																	Upon Request			
Monthly CM Overhead x 13 Months (Included in Billing Rate)																	-			
Subtotal																	789,920.00			
Sub-consultant Mark Up (5%)																	7,889.00			
FTEs				0.60	1.53	3.03	3.03	3.30	2.93	2.90	2.90	2.90	3.00	1.85	0.78	0.78				
TOTAL STAFFING HOURS				96	244	484	484	528	468	464	464	464	480	296	124	124	4720	797,809.00		

Note: CPM acknowledges that the listed billing rates for each of the proposed personnel will be fixed for the entire duration of the contract.

Note: Fee proposal and rates assume straight time only, Monday - Friday

FEE BREAKDOWN BY TASK

TASK DETAILS	Person	Firm	Billing Rate	2021												2022			Total Hours	Total Cost
				M	A	M	J	J	A	S	O	N	D	J	F	M				
				Pre-Con		Construction										Closeout				
Phase																				
Task 1 – Project Management & Coordination																				
Finalize and Oversee Contract	Rod Macaraeg, PE	CPM	215.00	8	8	0	0	0	0	0	0	0	0	0				16	3,440.00	
Prepare PMP	Rod Macaraeg, PE	CPM	215.00	0	0												0	-		
Prepare PMP and CMP	Steve Miskowicz	CPM	205.00	16													16	3,280.00		
Monthly Consultant Reporting	Steve Miskowicz	CPM	205.00	0	4	4	4	4	4	4	4	4	4	4	4	4	48	9,840.00		
Month Consultant Reporting	Marcela Sawicki	CPM	125.00	0	4	4	4	4	4	4	4	4	4	4	4	4	48	6,000.00		
Monthly Construction Reporting	Steve Miskowicz	CPM	205.00		4												4	820.00		
Monthly Construction Reporting	Marcela Sawicki	CPM	125.00			4	4	4	4	4	4	4	4	4	4	4	44	5,500.00		
PM Meetings	Steve Miskowicz	CPM	205.00	0	8	8	8	8	8	8	8	8	8	8	8	8	96	19,680.00		
Billing Statements	Marcela Sawicki	CPM	125.00	0	8	4	4	4	4	4	4	4	4	4	4	4	52	6,500.00		
Task 2 – Preconstruction Services																				
Document Review	Rod Macaraeg, PE	CPM	215.00	8	0												8	1,720.00		
Document Review	Steve Miskowicz	CPM	205.00	8	16												24	4,920.00		
Document Review	Marcela Sawicki	CPM	125.00	0	16												16	2,000.00		
Document Review	Randy Felkner	CPM	180.00	0	16												16	2,880.00		
Document Review	Becky Kodsuntie	AWE	190.00	0	16	8	8	8	8	8	8	8	8	8			88	16,720.00		
Document Review	Matthew Vielbaum, PLS	Towill	155.00	32													32	4,960.00		
Bidding Assistance	Marcela Sawicki	CPM	125.00	0	16												16	2,000.00		
Pre-Construction Survey	Matthew Vielbaum, PLS	Towill	155.00		32												32	4,960.00		
Pre-Construction Photo Survey	Randy Felkner	CPM	180.00		16												16	2,880.00		
Pre-construction Meeting	Steve Miskowicz	CPM	205.00		8												8	1,640.00		
Task 3 – Construction Management																				
Communication	Rod Macaraeg, PE	CPM	215.00			4	4	4	4	4	4	4	4				32	6,880.00		
Coordination and Progress Meetings	Steve Miskowicz	CPM	205.00			24	24	24	24	24	24	24	24	4	4	4	204	41,820.00		
Document Control and Web-based	Marcela Sawicki	CPM	125.00	0	40	16	16	16	16	16	16	16	16	16	16	16	216	27,000.00		
Contract Compliance	Marcela Sawicki	CPM	125.00			8	8	8	8	8	8	8	8	8	8	8	88	11,000.00		
Schedule Management	Marcela Sawicki	CPM	125.00			24	24	24	16	16	16	16	16				152	19,000.00		
Schedule Management	Jeffrey Cooper	CPM	225.00			16	16	16	16	0	0	0	0				64	14,400.00		
Change Management	Steve Miskowicz	CPM	205.00			16	16	16	16	16	16	16	16	16	8	8	160	32,800.00		
Payments and Invoicing	Marcela Sawicki	CPM	125.00			8	8	8	8	8	8	8	8	8	8	8	88	11,000.00		
Quality Assurance	Randy Felkner	CPM	180.00			32	32	32	32	32	32	32	32				256	46,080.00		
Quality Assurance Survey	Matthew Vielbaum, PLS	Towill	155.00			16	16	16	16	16	16	16	16	16			144	22,320.00		
Submittal and RFI Processing	Marcela Sawicki	CPM	125.00			40	40	40	24	24	24	24	24				240	30,000.00		
Record Documents	Marcela Sawicki	CPM	125.00			52	52	52	16	16	16	16	16	16	16	16	284	35,500.00		
Task 4 – Inspection, Special Inspection & Specialty Inspection																				
Inspection	Randy Felkner	CPM	180.00			120	120	120	120	120	120	120	120	24			984	177,120.00		
Special Inspection	Sameullah Saber	Kleinfelder	185.00		0	16	16	60	60	60	60	60	60	40			432	79,920.00		
Compliance Inspection	Art Richardson	AWE	85.00			40	40	40	40	40	40	40	40	20			340	28,900.00		
Task 5 - Safety																				
Safety	Randy Felkner	CPM	180.00	0	0	8	8	8	8	8	8	8	8	8			72	12,960.00		
Task 6 - Training, Testing, Startup and Commissioning																				
Training	Randy Felkner	CPM	180.00											8			8	1,440.00		
Task 7 – Stakeholder Engagement																				
Document Review	Rod Macaraeg, PE	CPM	215.00	8	8	4	4	4	4	0	0	0	0				32	6,880.00		
Document Review	Steve Miskowicz	CPM	205.00	16	24	8	8	8	8	8	8	8	8	8			112	22,960.00		
Task 8 – Partnering, Claims Management																				
Claims Management	Jeffrey Cooper	CPM	225.00			0	0	0	0	16	16	16	32	32			112	25,200.00		
Task 9 - Acceptance and Closeout																				
Closeout	Marcela Sawicki	CPM	125.00											40	40	40	120	15,000.00		
Task 10 - Supplemental Services (TBD)																				
FTEs				0.60	1.53	3.03	3.03	3.30	2.93	2.90	2.90	2.90	3.00	1.85	0.78	0.78				
TOTAL STAFFING HOURS				96	244	484	484	528	468	464	464	464	480	296	124	124	4720	767,920.00		

Note: The values in this table only reflect the staffing hours indicated on the previous page.