

**AGREEMENT  
BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY  
AND  
GEOSYNTEC CONSULTANTS, INC.**

This Agreement entered this 10<sup>th</sup> day of December 2020, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County, hereinafter called “C/CAG,” and Geosyntec Consultants, hereinafter called “Consultant”.

**WHEREAS**, C/CAG, is the Congestion Management Agency for San Mateo County and administers the Countywide Water Pollution Prevention Program; and

**WHEREAS**, the California Natural Resources Agency awarded C/CAG \$200,000 to advance planning and design efforts related to regional stormwater management opportunities to support C/CAG member agencies’ pollutant load reduction requirements in the San Francisco Bay Regional Water Quality Control Board’s Municipal Regional Permit and to build resiliency for a changing climate, including to develop a business case and framework for countywide collaboration to address key drivers for regional stormwater management in a cost-effective manner; and

**WHEREAS**, C/CAG requires Consultant services to assist in developing the key drivers, business case, and collaborative framework; and

**WHEREAS**, C/CAG has determined Consultant has the requisite qualifications to perform this work; and

**WHEREAS**, the total amount available to Consultant to complete this work is not to exceed \$110,750; and

**WHEREAS**, by approving Resolution 20-58, the Board of Directors of the City/County Association of Governments of San Mateo County authorized the C/CAG Chair to execute an agreement with Consultant to complete this work, and further authorized the C/CAG Executive Director to negotiate final terms, subject to legal counsel review prior to execution by the C/CAG Chair, in a cumulative amount not to exceed \$110,750.

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

1. **Services to be provided by Consultant.** Consultant agrees to provide services consistent with the scope of work contained in Exhibit A (the “Services”) and at hourly rates contained in Exhibit B.

2. **Payments.**

- a. In consideration of the Services rendered with all terms, conditions, and specifications set forth herein, in Exhibit A and Exhibit B, and in any subsequent task orders executed under the governance of this agreement, C/CAG shall reimburse Consultant on a time and materials basis based on the cost proposal set forth in Exhibit A and the rates set forth in Exhibit B. The total amount of payment by C/CAG shall not exceed \$110,750 for Services provided during the Contract Term set forth below. Payments shall be made to Consultant monthly based on an invoice submitted by Consultant. C/CAG will reimburse Consultant only for actual allowable costs that are incurred in accordance with the provisions of this Agreement.
- b. Invoices shall include names of personnel performing work; dates and times of project work; locations of project work; itemized costs, including identification of personnel providing services during the period of the invoice, number of hours and hourly rates for each employee or contractor, authorized travel expenses with receipts, and receipts for authorized materials or supplies; and a written progress report detailing the work completed during the period of the invoice.

3. **Contract Materials.** At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as “contract materials”) prepared by Consultant under this Agreement shall become the property of C/CAG and shall be promptly delivered to C/CAG. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law.

4. **Relationship of the Parties.** It is understood that Consultant is an Independent Consultant and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Consultant.

5. **Non-Assignability.** Consultant shall not assign this Agreement or any portion thereof to a third party, or subcontract with a third party, without the prior written consent of the C/CAG Executive Director. Any such assignment or subcontract without the C/CAG Executive Director’s prior written consent shall give C/CAG the right to automatically and immediately terminate this Agreement without penalty or advance notice.

6. **Contract Term.** This Agreement shall be in effect as of December 11, 2020 and shall terminate on June 30, 2022; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days’ notice to Consultant. Termination will be effective on the date specified in the notice. In the event of termination under this paragraph, Consultant shall be paid for all services provided to the date of termination, subject to availability of funding. Such payment

shall be that prorated portion of the full payment determined by comparing the work actually completed to the work required by the Agreement.

7. **Hold Harmless/ Indemnity.**

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

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

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

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

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

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

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

## 8. **Insurance.**

- a. *General Requirements.* Consultant or its subConsultants performing the services on behalf of Consultant shall not commence work under this Agreement until all insurance required under this section has been obtained. Consultant shall use diligence to obtain such insurance. Consultant shall furnish C/CAG with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Consultant's coverage to include the contractual liability assumed by Consultant pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.
- b. *Workers' Compensation and Employer Liability Insurance.* Consultant shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Consultant certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers'

compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. *Liability Insurance.* Consultant shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Consultant, its employees, officers and 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 that may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by any sub-Consultant or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and approved by C/CAG Staff.

d. *Insurance Limits; Insured Entities; Breach.* Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
1. Comprehensive General Liability	\$ 1,000,000	_____
2. Workers' Compensation	\$ Statutory	_____
3. Professional Liability	\$1,000,000	_____
4. Motor Vehicle Liability	\$1,000,000	_____

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

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

9. **Compliance with All Laws.** Consultant shall at all times comply with all applicable federal, state, San Mateo County, and municipal laws, ordinances, and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, San

Mateo County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. Consultant will timely and accurately complete, sign, and submit all necessary documentation of compliance.

10. **Non-discrimination.** During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
11. **Substitutions:** If specific people are identified in Exhibit A as working on this Agreement, Consultant will not assign others to work in their place without the prior written consent of the C/CAG Executive Director. Any substitution shall be with a person of commensurate experience and knowledge unless otherwise authorized by the C/CAG Executive Director.
12. **Sole Property of C/CAG:** Work products of Consultant which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Consultant shall not be liable for C/CAG's use, modification or re-use of products without Consultant's participation or for purpose other than those specifically intended pursuant to this Agreement.
13. **Access to Records.** C/CAG, or any of its duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purpose of conducting audits or examinations or making excerpts or transcriptions.
14. **Record Retention; Right to Monitor and Audit.**
  - a. Consultant shall maintain all required records relating to services provided under this Agreement for three (3) years after C/CAG makes final payment and all other pending matters are closed, and Consultant shall be subject to the examination and/or audit by C/CAG, a Federal grantor agency, and the State of California.

- b. Consultant shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by C/CAG.
  - c. Consultant agrees upon reasonable notice to provide to C/CAG, to any Federal or State department having monitoring or review authority, to C/CAG's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.
15. **Permits/Licenses.** If any license, permit, or approval is required to perform the work or services required by this Agreement, Consultant bears the responsibility to obtain said license, permit, or approval from the relevant agency at Consultant's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
16. **Merger Clause.** This Agreement, including Exhibits A and B attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this Agreement are not binding. All subsequent modifications shall be in writing and signed by the C/CAG Chairperson. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
17. **Governing Law.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.
18. **Notices.** All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:

City/County Association of Governments of San Mateo County  
555 County Center, 5th Floor  
Redwood City, CA 94063  
Attention: Matthew Fabry

Notices required to be given to the Consultant shall be addressed as follows:

Geosyntec Consultants, Inc.  
1111 Broadway Street, 6th Floor  
Oakland, CA 94607  
Attention: Kelly L. Havens, P.E.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

Geosyntec Consultants

By \_\_\_\_\_  
Ken J. Susilo, P.E., D.WRE  
Vice President

\_\_\_\_\_ Date

City/County Association of Governments of San Mateo County (C/CAG)

By \_\_\_\_\_  
Marie Chuang  
C/CAG Chair

\_\_\_\_\_ Date

Approved as to form:

By \_\_\_\_\_  
Melissa Andrikopoulos, C/CAG Counsel

Exhibit A

SCOPE OF WORK, BUDGET, AND SCHEDULE

# Scope of Work

## INTRODUCTION

In May 2020, C/CAG and the County of San Mateo issued a joint Request for Proposals for consultant support to identify and prioritize regional stormwater capture project opportunities, develop five new regional stormwater capture project concepts, and to develop a business case for countywide collaboration on regional stormwater management for water quality and climate resilience priorities. The overall project intent is to:

- Further refine C/CAG's existing screening and prioritization of public parcels for regional stormwater capture opportunities based on to-be-determined key objectives and drivers (such as meeting regional stormwater permit mandates, mitigating existing storm drain system capacity issues, building resilience to flooding under a changing climate, enhancing local water supplies, etc.);
- Generate five new regional project concepts that help achieve the above objectives and drivers and can kick-start funding efforts for design and construction;
- Demonstrate the quantitative benefits C/CAG member agencies can realize through countywide collaboration, in partnership with the San Mateo County Flood and Sea Level Rise Resiliency District on regional-scale stormwater management to meet these objectives and drivers, and develop a framework for how that collaboration can occur.

C/CAG and the County of San Mateo are contracting with two firms to conduct the overall scope of work, with Craftwater Engineering (Craftwater) selected to identify and prioritize regional stormwater capture opportunities and develop the five concepts and Geosyntec Consultants, Inc. (Geosyntec) selected to develop the business case and collaborative framework for cooperation on regional-scale stormwater management. These two separate efforts, while separately contracted, are intended to be implemented in an integrated fashion, with Geosyntec's work to identify key drivers and objectives for stormwater management informing Craftwater's analysis of project opportunities and development of project concepts that are designed to achieve those goals. Similarly, Craftwater's analysis of the potential benefits of the prioritized opportunities for regional stormwater management will provide output that is used by Geosyntec to develop a business case for countywide collaboration.

Separately, C/CAG is receiving additional pro-bono support from American Rivers/Corona Environmental Consultants and WaterNow Alliance to evaluate the feasibility of creating a stormwater credit trading market that would include the development community and stormwater management efforts on private parcels, as well as an evaluation of meaningful funding and financing approaches for the varying scales of stormwater management, from regional to parcel-based. These analyses will build off of Geosyntec and Craftwater analyses and the final products will be incorporated by Geosyntec, as appropriate, into the business case and collaborative framework deliverables to provide C/CAG with a complete package of analyses for review and discussion with its member agencies.

Geosyntec's Scope of Work is provided in the following sections.

## **FINAL Scope of Work**

### **TASK 1: PROJECT MANAGEMENT AND MEETINGS**

As part of Task 1, Geosyntec will conduct project management, coordination, and meetings. A kick-off meeting will be scheduled to initiate the project; discuss project scope and objectives; determine preferred client meeting frequency, format, and content; and present a detailed project schedule.

Geosyntec will develop monthly progress reports using the C/CAG's preferred format or will create a format for approval by C/CAG. It is expected that the progress reports will summarize work completed for the month; progress with respect to deliverable completion, budget, and schedule; project challenges and proposed resolution; the overall project schedule, and quality assurance/quality control (QA/QC) activities.

Geosyntec will maintain a detailed project schedule which will include key project activities by participating entity, including scheduled material review and other milestones. The schedule will be updated monthly and provided as an attachment to the monthly project progress reports.

Geosyntec will conduct monthly invoicing using the invoicing format requested by C/CAG. The monthly invoice will be provided with the monthly progress report.

Geosyntec will coordinate with Craftwater Engineering (Craftwater).

Geosyntec will develop email agendas for and facilitate twelve (12) project management meetings with C/CAG project managers, up to 1-hour each, as part of Task 1 and will provide e-mail summaries following the meetings. These meetings will be used to discuss progress and outcomes for all other project tasks.

Geosyntec will also facilitate up to eight hours of meetings with the C/CAG member agencies, committees, or Board of Directors under Task 1, including providing agendas and draft and final meeting notes.

#### **Assumptions**

1. C/CAG will provide a progress report format or desired outline and invoicing format.
2. Internal coordination and project meetings are included in the budget estimate.
3. All project meetings will be conducted by web/phone.

#### **Deliverables**

1. Two-hour kick off meeting facilitation, agenda, and e-mail meeting summary (one final summary).
2. Assumes twelve (12) project meetings with C/CAG project managers, up to 1-hour long each: facilitation, brief e-mail agendas and summaries (one final summary each).
3. Eight hours of meetings with C/CAG member agencies, committees, or Board of Directors: facilitation, agendas, and two drafts each of meeting summaries (draft/final).
4. Monthly progress reports, including updated detailed project schedule, summary of QA/QC activities, and invoices (one progress report each month).
5. Up to 8 hours of coordination calls with Craftwater.

## **FINAL Scope of Work**

### **TASK 2: TECHNICAL ADVISORY COMMITTEE MEETINGS**

Task 2 entails coordination of the Project Technical Advisory Committee (TAC) and facilitation of TAC meetings. Geosyntec will assist as requested with identifying TAC members. Geosyntec will schedule meetings, prepare meeting agendas, coordinate expert presentations, facilitate meetings, and prepare post-meeting summaries. TAC meeting topics are anticipated to include:

1. *Meeting #1, Key Drivers for Countywide Collaboration* – this 2-hour meeting will include discussion of the critical drivers in the region that may benefit from countywide collaboration (i.e., MRP/TMDL requirements, climate resiliency/flood mitigation, environmental/ restoration, water supply, and other multi-benefits). The meeting will also discuss key project outcomes (in terms of project implementation/ application) that could address these drivers.
2. *Meeting #2, Linking Project Outcomes to Collaboration (“Business Case”) and Framework Options* – this 3-hour meeting will build on TAC meeting 1, including a discussion of how to link key project outcomes to collaboration (i.e., the “business case”) and options for the Regional Collaboration Program framework. The meeting will be intended to result in 1-2 key collaboration framework option(s) for development through the project.
3. *Meeting #3, Proposed Regional Collaboration Program Framework and Components Discussion* – this 2-hour meeting will present the proposed Regional Collaboration Program framework and include discussion on key components (i.e., eligible entities, eligible project types, exchange considerations, etc.).

In addition to meeting facilitation, Geosyntec will coordinate with the TAC on deliverable review requests, compile comments received, and communicate on proposed responses to comments. Geosyntec’s subconsultant Kieser & Associates will attend all TAC meetings.

#### **Assumptions**

1. A total not to exceed three (3) meetings or seven (7) hours of TAC meetings will be held over the course of the project. Meetings will be in-person when possible and will be held via client-approved virtual platform when not possible.
2. Two (2) Geosyntec staff will attend each meeting. One staff from subcontractor Kieser & Associates will attend each meeting.
3. TAC participant comments on meeting notes will be tracked and minor revisions will be made in response to comments.

#### **Deliverables**

1. Three TAC meetings: scheduling, facilitation, agendas, and two drafts each of meeting summaries (draft/final).

## **FINAL Scope of Work**

### **TASK 3: BUSINESS CASE MEMORANDA**

#### **3.A Defining Drivers and Objectives**

Task 3 will begin following the kick-off meeting, with initial research and compilation to define drivers and objectives. This will include compiling existing objectives relating to flood control and resiliency for C/CAG member agencies, the County, and the Flood and Sea Level Rise Resiliency District, as well as compiling objectives relating to implementation of green stormwater infrastructure (GSI) and other stormwater capture facilities from individual City GSI Plans, the Countywide Sustainable Streets Master Plan, and the TMDL Control Measure Plan and Reasonable Assurance Analysis Report. These findings will be compiled in an Existing Objectives Matrix and shared with C/CAG project managers.

Findings from the Existing Objectives Matrix will be used to design and inform the first TAC meeting and a meeting with C/CAG member agencies, as part of Tasks 2 and 1, respectively. In parallel with Geosyntec's Matrix task, it is assumed that Craftwater will conduct a review of available data that will be made available to Geosyntec to prepare for TAC Meeting #1 and C/CAG member agency Meeting #1.

These initial TAC and C/CAG member agency meetings will be used to:

1. Identify key drivers for regional and sub-regional multi-benefit stormwater capture projects to be implemented under a collaborative regional program (e.g., MRP, TMDL, resiliency, and other multi-benefits);
2. Identify preliminary quantitative or qualitative objectives associated with key drivers (i.e., load reductions achieved, number of projects implemented, etc.);
3. Prioritize the preliminary objectives with the intent that this ranking of objectives be used to identify and reprioritize potential/additional regional stormwater capture projects.

In parallel with the development of the Existing Objectives Matrix and meetings, Geosyntec will conduct research to identify treatment plant operators and collection system operators, cities, and/or other entities within the County that have current or future plans to add or expand recycled water use within their service areas. Geosyntec will conduct outreach to the identified parties with recycled water expansion plans to identify key information regarding recycled water capacity, including the potential for treatment plants to accept wet or dry weather stormwater diversion flows, the projected quantity of stormwater that could be captured, and discussions of considerations and/or limitations relating to stormwater line and/or regional facility tie-in to sanitary collection lines that convey flow to the recycled water treatment plants.

Drivers, objectives, and objective prioritization will be summarized in a draft memo prepared by the Geosyntec Team that will be delivered to C/CAG project management team for review. A revised draft will be delivered to the C/CAG member agencies and the TAC for review. It is assumed that the Revised Draft Drivers and Objectives Memo will be presented at C/CAG member agency Meeting #2, during which Craftwater will also present the development of their "menu of project types", which will be informed by the Drivers and Objectives Memo.

Comments received will be used to develop a final version of the memo that will be used by Craftwater to prioritize project opportunities identified through their geospatial analysis.

## **FINAL Scope of Work**

### **Assumptions**

1. The Existing Objectives Matrix deliverable will focus on objectives directly relating to stormwater capture; ancillary benefits clearly identified as part of these objectives may be included but will not be researched independently (e.g., the summary will not describe stand-alone community-based programs).
2. Sources summarized for the Existing Objectives Matrix are readily available via data request or on public-facing websites.
3. One draft of the Existing Objectives Matrix will be developed.
4. Three drafts of the Drivers and Objectives Memo will be produced.
5. Objectives are identified as preliminary as the objectives could evolve following the outcomes of the analyses conducted by Craftwater and/or further consideration of the Regional Collaboration Program through this project.

### **Deliverables**

1. Existing Objectives Matrix.
2. Draft, Revised Draft, Final Drivers and Objectives Memo.

### **3.B Business Case Memorandum**

The Geosyntec Team will develop a Business Case Memorandum as part of Task 3.B. The Business Case Memorandum will examine the potential benefit of regionally collaborative projects as compared to non-regionally collaborative projects through analyses conducted as part of this scope. These benefits will be analyzed in the context of the preliminary objectives identified in the Drivers and Objectives Memo.

As it is expected that results of analyses completed as part of Craftwater's scope will inform the demonstration of benefits, Geosyntec will work collaboratively with Craftwater through Task 3.B. At the initiation of Task 3.B, the Geosyntec Team will develop an Approach Memo that will describe how the results of analyses completed by Craftwater will inform the business case and the inputs and/or analyses that Geosyntec will produce as part of the approach. It is assumed that GIS analyses conducted by Craftwater will be completed and provided to Geosyntec prior to the development of the Approach Memo.

It is expected that Geosyntec's responsibilities for analyses will be outlined in the Approach Memo based on direction from C/CAG and the allowable budget. These analyses may entail:

1. Discussions on the approach to analyses;
2. Research on key areas within the County to focus on for specific analyses, potentially including review of C/CAG member agency storm drain master plan deficiency maps;
3. Development of future climate time series input files;
4. Review of Craftwater analyses output, requests for analyses output format, or additional analysis of output;

## **FINAL Scope of Work**

5. Project cost estimating and cost-based comparison of implementation scenarios (design/construction focus);
6. Other stormwater facility engineering feasibility data review or analyses, such as review of geotechnical data and implications for regional facilities; and/or
7. Other research or coordination with C/CAG member agencies.

The draft Approach Memo will be reviewed by C/CAG project managers and revised as needed. Geosyntec will then carry out the approach described in the final Approach Memo to collaborate with Craftwater and synthesize results from modeling conducted by Craftwater to inform the business case. The results of this analysis will be described in the Business Case Memorandum, which will aim to estimate how regionally collaborative projects could more efficiently meet both water quality and resiliency objectives. To achieve this, the Business Case Memorandum will provide planning-level cost-benefit analyses, comparing estimated costs and benefits of two implementation scenarios: 1) a scenario without regional collaboration and 2) a scenario with regional collaboration. Benefits examined will be outlined in the Approach Memorandum and will be selected based on the Drivers and Objectives memo and available data and analyses outputs.

The draft Business Case Memorandum will be provided to the C/CAG project management team for review and revisions will be made in response to requested edits. The revised draft Business Case Memorandum will be delivered to the TAC in advance of TAC meeting #2 and will be discussed during TAC Meeting #2 and C/CAG Member Agency Meeting #3. Craftwater may also present at these meetings.

Additional revisions suggested during TAC Meeting #2 or subsequently received from the TAC will be documented and incorporated into the Regional Collaboration Program Framework White Paper developed as part of Task 4.

### **Assumptions**

1. Geosyntec will not conduct modeling as part of this task but may conduct GIS analyses or similar analyses to support development of modeling inputs for Craftwater through use of existing tools.
2. Data needed to conduct analysis (e.g., Storm Drain Master Plans) are readily available on public-facing websites or through data request.
3. Craftwater will provide requested approaches, GIS outputs, and modeling outputs needed to inform Geosyntec's approach and analyses.
4. If initial analyses demonstrate that the preliminary objectives defined in Task 3.A are not feasible, the objectives will be revised, and the Business Case Memorandum will describe the revised objectives and the business case associated with the revised objectives.
5. Estimated project or program costs will be estimated based on available San Mateo County data and/or planning-level cost estimation tools.

### **Deliverables**

1. Approach Memorandum

## **FINAL Scope of Work**

### 2. Draft and Revised Draft Business Case Memorandum

#### **TASK 4: REGIONAL PROJECT COLLABORATION FRAMEWORK WHITE PAPER**

As part of Task 4.A, potential Regional Collaboration Program framework options will be identified, with input from Geosyntec subconsultant Kieser & Associates. The Regional Collaboration Program framework options will focus on the specific conditions and objectives of San Mateo County and the outcomes of the Business Case Memorandum. The options will also draw from research and findings from the Literature Review and System Development occurring as part of the USEPA WQIF Grant-funded Regional Compliance for a Sustainable Bay project, as well as additional framework options, considerations, and findings that are provided by American Rivers and the WaterNow Alliance. These options will be presented along with the final Business Case Memorandum at TAC Meeting #2 and C/CAG Member Agency Meeting #3.

Based on input from TAC Meeting #2 and C/CAG Member Agency Meeting #3, the proposed Regional Collaboration Program Framework (i.e., selected from the options presented in the meetings) will be described in a White Paper.

First, using the outcomes from the Business Case Memorandum and TAC Meeting #2, the proposed draft Regional Collaboration Program Framework<sup>1</sup> will be presented in a draft Framework Flow Chart. The draft Framework Flow Chart will be reviewed by C/CAG project managers and suggested edits will be made. The revised draft Framework Flow Chart will be presented at TAC Meeting #3 and C/CAG Member Agency Meeting #4 for input; these meetings will also be used to discuss and/or confirm key decisions relating to Regional Collaboration Program Framework components (e.g., eligible entities, geographic limits, metrics, “tracks”, exchange rules and/or ratios, etc.). Input and decisions received during these meetings will be included in the Regional Project Collaboration Framework White Paper (White Paper).

The White Paper will compile the Business Case Memoranda plus revisions received through Task 3 with the proposed Framework and key components of the Regional Collaboration Program. The White Paper will finally identify next steps to further develop and implement the Regional Project Collaboration Program. These next steps could include but not be limited to fee studies, administrative needs, a proposed approach to pilot the Program, and/or additional technical studies. Next steps needed for Program development beyond this scope will depend on the ultimate Framework selected and the level to which the Program diverts from the developed Regional Compliance for a Sustainable Bay Regional Alternative Compliance System.

The Geosyntec Team will develop a Draft White Paper, which will be reviewed by the C/CAG project managers. A Revised Draft White Paper will be distributed to the TAC and other reviewers designated by the project managers. Depending on the extent of comments received, a responses to comments matrix may be developed, which will identify responses incorporated into the White Paper as well as comments which may need to be addressed in later stages of

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<sup>1</sup> The Regional Collaboration Program is expected to be set up to allow for “exchanges”, payment of an in-lieu fee, and/or development of a Fund, funded through other revenue sources, to generate managed runoff volume, treated acres, and/or pollutant load reduction through implementation of regional projects.

## **FINAL Scope of Work**

Program development and implementation. The Final White Paper will address comments through revisions and/or additions to the next steps indicated in the document.

### **Assumptions**

1. Geosyntec will not provide legal review of the San Mateo Framework. Legal findings summarized in documentation developed as part of the Regional Compliance for a Sustainable Bay Regional Alternative Compliance System may be referenced in the White Paper.
2. The level of detail that can be described for the San Mateo County Framework in the White Paper will depend on the selected Framework approach. An approach that is similar to Regional Compliance for a Sustainable Bay Regional Alternative Compliance System may allow for additional exploration of System components through this scope (i.e., building on other work done), whereas a divergent System may be described in less detail. It is the intent of this scope that the System identified through the processes described above as the most appropriate for the conditions and the objectives of San Mateo County is the approach described in the White Paper.
3. Detailed quantitative analysis and fee-setting will not be conducted through the task.

### **Deliverables**

1. Draft and Revised proposed Framework Flow Chart.
2. Draft, Revised Draft, and Final White Paper.

## **TASK 5: OUTREACH TOOLS AND MATERIALS**

For Task 5, Geosyntec will develop outreach tools and materials that C/CAG can use in presentations to stakeholders and, as applicable, the public. These will include a 10-15 slide PowerPoint presentation as well as a 1-page Fact Sheet that describe the outcomes of the Business Case Memoranda and the proposed Regional Collaboration Framework.

### **Deliverables**

1. 10-15 slide PowerPoint presentation.
2. 1-page fact sheet.

## FINAL Scope of Work

# Schedule

A summary of the overall project schedule is provided below. An estimated detailed proposed project schedule is provided on the following page.

Task	Task Start	Task End
1 – Project Management and Meetings	December 2020	May 2022
2 – TAC Meetings	January 2021	October 2021
3 – Business Case Memoranda	December 2020	August 2021
4 – Regional Collaboration White Paper	August 2021	January 2022
5 – Outreach Materials	January 2022	January 2022

## DETAILED SCHEDULE

A detailed schedule of tasks is provided below. Estimated task completion dates are provided; though these could change as a result of changes to meeting dates, review periods, data delivery, or other circumstances. Any schedule changes will be discussed with C/CAG project managers.

Task No.	Task Name	Deliverable/Milestone	Delivered To/ Coordinated With	Est. Task Completion (Week)
1	Geosyntec PM	Kick-Off Meeting	Kick-off Meeting Participants	12/14/2020
3	Business Case	Existing Objectives Matrix	C/CAG PMs	1/4/2021
1	Geosyntec PM	Monthly PM Phone Call 1	C/CAG PMs	1/4/2021
2	TAC	Key Drivers TAC Meeting 1	PMs, TAC, Craftwater	1/11/2021
1	Geosyntec PM	C/CAG Mtg 1	PMs, C/CAG participants, Craftwater	1/18/2021
3	Business Case	Drivers and Objectives Memo - Draft	C/CAG PMs	1/25/2021
1	Geosyntec PM	Monthly PM Phone Call 2	C/CAG PMs	2/1/2021
3	Business Case	Drivers and Objectives Memo - Revised Draft	PMs, TAC, other reviewers, Craftwater	2/8/2021
1	Geosyntec PM	C/CAG Mtg 2	PMs, C/CAG participants, Craftwater	2/15/2021
1	Geosyntec PM	Monthly PM Phone Call 3	C/CAG PMs	3/1/2021
3	Business Case	Drivers and Objectives Memo - Final	PMs, TAC, other reviewers, Craftwater	3/1/2021
1	Geosyntec PM	Monthly PM Phone Call 4	C/CAG PMs	3/29/2021
3	Business Case	Internal Review of Craftwater Output	Craftwater	4/26/2021
3	Business Case	Draft Approach Memorandum	C/CAG PMs	5/3/2021
1	Geosyntec PM	Monthly PM Phone Call 5	C/CAG PMs	5/3/2021
3	Business Case	Revised Draft Approach Memo	C/CAG PMs	5/17/2021
3	Business Case	Collaboration with Craftwater	Craftwater	6/21/2021
3	Business Case	Draft Business Case Memorandum	C/CAG PMs	7/5/2021

## FINAL Scope of Work

Task No.	Task Name	Deliverable/Milestone	Delivered To/ Coordinated With	Est. Task Completion (Week)
1	Geosyntec PM	Monthly PM Phone Call 6	C/CAG PMs	7/5/2021
3	Business Case	Revised Draft Business Case Memorandum	PMs, TAC, other reviewers	7/26/2021
1	Geosyntec PM	Monthly PM Phone Call 7	C/CAG PMs	8/2/2021
2	TAC	Business Case TAC Meeting 2	PMs, TAC, Craftwater	8/9/2021
1	Geosyntec PM	C/CAG Member Agency Mtg 3	PMs, C/CAG participants, Craftwater	8/16/2021
4	White Paper	Draft Framework Flowchart	C/CAG PMs	8/30/2021
1	Geosyntec PM	Monthly PM Phone Call 8	C/CAG PMs	8/30/2021
4	White Paper	Revised Draft Framework Flowchart	C/CAG PMs	9/13/2021
2	TAC	Framework TAC Meeting 3	PMs, TAC	9/13/2021
1	Geosyntec PM	C/CAG Member Agency Mtg 4	PMs, C/CAG participants	9/13/2021
1	Geosyntec PM	Monthly PM Phone Call 9	C/CAG PMs	9/27/2021
4	White Paper	Draft White Paper	C/CAG PMs	10/18/2021
1	Geosyntec PM	Monthly PM Phone Call 10	C/CAG PMs	11/1/2021
4	White Paper	Revised Draft White Paper	PMs, TAC, other reviewers	11/15/2021
1	Geosyntec PM	Monthly PM Phone Call 11	C/CAG PMs	12/1/2021
5	Outreach Tools	Draft Outreach Materials	C/CAG PMs	1/3/2022
1	Geosyntec PM	Monthly PM Phone Call 12	C/CAG PMs	1/3/2022
4	White Paper	Final White Paper	C/CAG PMs	1/24/2022
5	Outreach Tools	Final Outreach Materials	C/CAG PMs	1/24/2022

## Budget

The total budget for the scope of work is detailed in the table below. Budget for both Geosyntec and technical advisor Kieser & Associates is summarized. A detailed budget breakdown is provided on the next page.

Task	Geosyntec <sup>1</sup>	Kieser & Associates	Total Budget
1 – Project Management and Meetings	\$20,000		\$20,000
2 – TAC Meetings	\$7,000	\$2,000	\$9,000
3 – Business Case Memoranda	\$49,750	\$2,000	\$51,750
4 – Regional Collaboration White Paper	\$17,000	\$7,000	\$24,000
5 – Outreach Materials	\$6,000		\$6,000
<b>Total</b>	<b>\$99,750</b>	<b>\$11,000</b>	<b>\$110,750</b>

<sup>1</sup> Includes 3% communications fee on labor and 10% subcontractor markup.

**FINAL Scope of Work**

**DETAILED BUDGET**

<b>Task</b>	<b>Geosyntec</b>											<i>Kieser &amp; Associates</i>	<i>Geosyntec Sub Mark Up (10%)</i>	<b>Total</b>	<b>Rounded Total</b>
	<b>Sr. Principal</b>	<b>Principal/ Senior Consultant</b>	<b>Senior Professional</b>	<b>Professional</b>	<b>Staff Professional</b>	<b>Admin</b>	<b>Clerical</b>	<b>Graphics</b>	<b>Total Hours</b>	<b>Total Labor</b>	<i>Total Geosyntec (including 3% comm fee)</i>				
	262	240	220	174	132	72	57	116							
<b>1 - Project Management and Coordination; Meetings</b>		12	52	24		14			102	\$19,504	\$20,089			\$20,089	\$20,000
<b>2 - TAC Meetings</b>		8	21						29	\$6,540	\$6,736	\$2,000	\$200	\$8,936	\$9,000
<b>3A - Drivers and Objectives</b>		18	28	24	40		8		118	\$20,392	\$21,004			\$21,004	\$21,000
<b>3B - Business Case Memo</b>	2	8	40	40	68		8		166	\$27,636	\$28,465	\$2,000	\$200	\$30,665	\$30,750
<b>4 - Regional Project Collaboration Framework White Paper</b>	3	8	44	18			8		81	\$15,974	\$16,453	\$7,000	\$700	\$24,153	\$24,000
<b>5 - Outreach Materials</b>		2	12	10			8		32	\$5,788	\$5,962			\$5,962	\$6,000
<b>TOTAL</b>	<b>5</b>	<b>56</b>	<b>197</b>	<b>116</b>	<b>108</b>	<b>14</b>	<b>24</b>	<b>8</b>	<b>528</b>	<b>\$95,834</b>	<b>\$98,709</b>	<b>\$11,000</b>	<b>\$1,100</b>	<b>\$110,809</b>	<b>\$110,750</b>

Exhibit B

CONSULTANT BILLING RATES

Hourly billing rates for Consultant and sub-consultants, are included on the following page.

**GEOSYNTEC CONSULTANTS  
2020 RATE SCHEDULE**

Staff Professional	\$132
Senior Staff Professional	\$153
Professional	\$174
Project Professional	\$196
Senior Professional	\$220
Principal	\$240
Senior Principal	\$262
Technician I	\$ 70
Technician II	\$ 75
Senior Technician I	\$ 81
Senior Technician II	\$ 88
Site Manager I	\$100
Site Manager II	\$104
Construction Manager I	\$117
Construction Manager II	\$126
Designer	\$140
Senior Drafter/Senior CADD Operator	\$ 128
Drafter/CADD Operator/Artist	\$ 116
Project Administrator	\$ 72
Clerical	\$ 57
Direct Expenses	Cost plus 10%
Subcontract Services	Cost plus 10%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$ .09

Rates are client and project specific.  
Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.  
Construction management fee presented upon request.

**KIESER & ASSOCIATES, LLC**

**- 2020 Charge Rates for Current/New Projects -**

*Effective January 1, 2020*

Senior Scientist/Principal	\$210/hour
Science Advisor	\$200/hour
Professional Engineer	\$160/hour
Environmental Engineer I	\$100/hour
Environmental Engineer II	\$85/hour
Environmental Engineer III	\$70/hour
Environmental Engineer IV	\$65/hour
Project Scientist I	\$95/hour
Project Scientist II	\$90/hour
Project Scientist III	\$75/hour
Project Scientist IV	\$65/hour
GIS Specialist	\$85/hour
Field Services Manager	\$65/hour
Field Technician	\$55/hour
Project Technician	\$45/hour
Administrative Manager	\$50/hour (Hough)
Expert Testimony/Depositions	(Rate x 1.5)
Vehicle Mileage Charge:	\$(IRS rate)/mile
Per Diem:	\$115
Sampling Equipment User Fees:	(Variable)
Field Screening Instrumentation:	(Variable)
Expendable Field Supplies:	Cost + 10%
Misc. Direct Expenses:	Cost + 10%
Independent Laboratory Fees:	Cost + 10%
Subcontractor Fees:	Cost + 10%