

**AGREEMENT  
BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY  
AND  
BAY TREE DESIGN, INC.**

This Agreement entered this 11th day of March 2021, 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 Bay Tree Design, Inc., 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 Bay Area Council awarded C/CAG \$97,671 to develop schoolyard greening concept plans, through a participatory design process, with a focus on collaborative planning for green stormwater infrastructure integrated with other campus improvements, such as outdoor classrooms, at schools in the San Carlos School District to advance progress towards C/CAG member agencies’ pollutant load reduction requirements in the San Francisco Bay Regional Water Quality Control Board’s Municipal Regional Permit and support schools in building climate resilient schoolyards by providing opportunities to harvest and reuse rain water, increase tree canopy, better manage projected increases in runoff on campuses and create safer, more comfortable, and engaging learning environments; and

**WHEREAS**, C/CAG requires Consultants services to assist in collaborative planning and developing schoolyard greening concept plans to support future project fundraising, design and implementation; 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 \$97,671; and

**WHEREAS**, by approving Resolution 21-10, 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 \$97,671.

**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 \$97,671 for Services provided during the Contract Term set forth below. Payments shall be made to Consultant quarterly 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 March 11, 2021 and shall terminate on December 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.

\*Professional Liability insurance is not required for the sub-contractor Green Schoolyards America, a fiscally sponsored project of Earth Island Institute.

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 Agreement, Consultant and any 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. Consultant 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. Consultant 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 Agreement by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
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. Work products of the Consultant developed prior to or separate from this Agreement shall remain the sole property of the Consultant.
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: Reid Bogert

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

Agreement Between City/County Association of Governments of San Mateo County and  
Bay Tree Design, Inc.

Bay Tree Design, Inc.  
2808 Adeline Street, Unit 1  
Berkeley, CA 94703  
Attention: Lisa Howard



Agreement Between City/County Association of Governments of San Mateo County and  
Bay Tree Design, Inc.

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

Bay Tree Design, Inc.

By \_\_\_\_\_  
Lisa Howard  
Principal  
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

## WORK PLAN

### TASK 1. PROJECT INITIATION / PROJECT TEAM VISION.

#### SPRING 2021

**TASK 1. GOALS** Refine the overarching vision for the project with Project Team members; develop guiding principles; collect all background information needed; and determine which sites will be selected for community engagement and concept plans.

#### TASK 1. SCOPE

1. Project Team Meeting #1, via Zoom (BTD/GSA/LW)
  - + Introduce project partners and consultant team
  - + Give presentation on case study exemplars
  - + Conduct brainstorming session to discuss strategies to advance sustainable stormwater management
  - + Set schedule for all Project Team meetings including informational interviews
2. Informational Interviews with Project Team Members, via Zoom (BTD/GSA)
  - + Conduct up to 8 (eight) 30-minute interviews/listening sessions on Zoom
3. Relevant Document Review and Regulatory Parameters (BTD/LW/GSA)
  - + Receive and review all documents client agencies can provide as background for this project
  - + Identify all relevant city, county, C-3, state, DSA, and AHJ codes and potential funding sources
4. Develop Draft Goals: Based on Meeting #1, Listening Sessions, and Document/Regulatory Review (BTD/LW/GSA).
5. Project Team Meeting #2, via Zoom (BTD/GSA/LW)
  - + Review and refine draft goals
  - + Discuss frameworks and metrics for guiding document
6. Preliminary Guiding Principles (BTD/GSA/LW)
  - + Create brief draft of preliminary guiding principles based on goals, Meeting #2 discussion, and our expertise.
7. Get to Know the School Sites (BTD/LW)
  - + Consultant team will study the sites looking at existing school grounds via aerial maps and site images, talking to principals to understand the school community, and looking at the relationship of the site to its subwatershed. Some of the analysis will compare all six sites using the guiding principles.
8. Project Team Meeting #3, via Zoom (BTD/GSA/LW)
  - + Review final goals, draft guiding principles, and six sites
  - + Provide comment to finalize draft guiding documents
  - + Select three sites to develop concepts and identify Stakeholder Advisory Committee. We recommend that the Committee include a maximum of 12 members, to optimize collaboration while also ensuring there is space for diverse stakeholder representatives.
9. Consultant Project Management (BTD)
  - + Team collaboration / coordination
  - + Schedule
  - + Tasks / deliverables AQ review

### TASK 1. MEETINGS

- + 3 (three) Project Team Meetings
- + Informational interviews will include (8) 30-minute interviews
- + Phone calls with principals at each site

### TASK 1. DELIVERABLES

- + Meeting minutes of all Project Team meetings (BTD)
- + Draft of goals and guiding principles (BTD/GSA/LW)
- + Final goals and final guiding documents (BTD/GSA/LW)
- + Conceptual site analysis presentation pdf (BTD/LW)
- + Project schedule and all Project Team meetings (BTD)
- + Schedule for community engagement meetings set with all Stakeholder Advisory Committee members (BTD)
- + Invoices and work summaries (BTD)

### TASK 1. NEEDED FROM CLIENT

- + Project Team list and contact information
- + Maintain schedule set at Meeting 1
- + Permission to visit the entire extent of school grounds of each site, on the same day, so that we may be most efficient with our time and see every site for comparison purposes
- + Documents that are not publicly accessible
- + Stakeholder Advisory Committee list and contact information

### TASK 3 SCHOOL SITE SURVEYS- SUMMER 2021

\*Task 3 is intentionally provided before Task 2 to maximize efficiencies and work related to the school calendar. With the new schedule revisions Task 3 may coincide with Task 2 or start before it.

### TASK 3. GOALS

Consultant team to garner necessary information to create realistic concept plans while minimizing cost related to gathering information.

### TASK 3. SCOPE

1. Survey: The Team will develop a detailed existing conditions site map for each selected schoolyard, including topography, drainage patterns, building footprints, land cover type, utilities, easements, emergency access routes and circulation pathways. To maximize available funding and deliverables, the Consultant Team will follow a three-step process to map site conditions. First, existing spatial data layers will be utilized to map existing conditions. For example, the County has a LiDAR-derived digital elevation model, which is certified to produce accurate 1-foot contours, and the National Resource Conservation Service (NRCS) soil data survey can be used to identify shallow soil stratigraphy. Next, as-builts will be collected from the school and digitized to map out buildings, utilities, and other site features. Finally, the Consultant Team will perform site reconnaissance to verify mapped data and document additional observations related to utilities, grading and drainage, unmapped site constraints, and any other traits that could potentially affect opportunities or constraints at the site. Soil samples can be gathered and submitted to a laboratory to confirm soil type.

2. Site analysis: We will undertake a deeper analysis of the three sites that are selected, based on the guiding principles, and other technical factors such as: conceptual stormwater calculations, relationship of site to watershed, topography, drainage patterns, utilities, percentage of impervious to pervious surfaces, number of children per site, and general knowledge of soils in the area, site constraints, and opportunities to create replicable models.

### TASK 3. MEETINGS. N/A

### TASK 3. DELIVERABLES

- + Existing conditions base maps of three sites (LW)
- + A brief memorandum summarizing the methods and results of opportunities and constraints analysis at three sites (BTD/LW)

- + Project team management and invoices (BTD)

### TASK 3. NEEDED FROM CLIENT

- + Provide access to LW for site surveys
- + Provide team with all relevant site-related (including latest CAD and pdfs of site) and school program information

### TASK 2. STAKEHOLDER ENGAGEMENT - FALL 2021

**TASK 2. GOALS.** Work with Stakeholder Advisory Committee and utilize goals and guiding principles to elicit constructive input from each school community while expanding understanding of environmental literacy, stormwater management, and other benefits of climate resilient school grounds.

#### TASK 2. SCOPE

##### 1. Develop Engagement Strategy (BTD)

Our team will develop an engagement strategy that uses technology to reach as many people as possible while customizing meetings for each user group. The engagement will include an optional project website to provide content, live workshops, show community input, and provide other information related to the project. The engagement strategy will include some meetings for the overall project, for example related to curriculum integration, as well as instructions for teachers about how to hold an optional student workshop. Our engagement strategy will also include site specific meetings for brainstorming. For budget purposes specific meetings that will benefit most from in person workshops will be held as a hybrid of virtual and in person\* meetings to maximize attendance and /or address COVID. (\*dependent on state of COVID and County Health requirements). All other meetings will be held on Zoom. Below we have proposed a series of meetings and formats. We may refine these during this subtask based on Task 1.

##### 2. Project Team Strategy input (BTD/LW)

- + Review and input will be provided throughout Task 1. A final review of consolidate comments on one document will be provided by the Project Team.
- + Review engagement strategy - meeting goals, schedule/groups, and tools
- + Review site analysis and site opportunities

3. Curriculum Integration Meeting, via Zoom (1) (GSA - Rachel Pringle)  
 – Participants: All site principals and teachers/staff from participating schools, and district administrators from SCSD's Educational Services department. The goal and content of this meeting will be developed as part of the engagement strategy after we have clear direction from Task 1. The meeting could cover environmental literacy training and how to get out of the classroom or it could be a workshop for brainstorming specific ideas for their own campuses.

OPTIONAL: Professional Development for Teachers

See GSA's separate proposal for optional PD opportunities.

##### 4. Brainstorming, Listening, and Learning meetings: 2 meetings with 1 meeting at each site - in-person with Zoom (BTD/GSA)

- + Attendees: Stakeholder Advisory Committee, principal, teachers, staff, and school community
- + Review schoolyards with focus on climate resiliency and curriculum
- + End with brainstorming exercise

5. Student workshops (BTD): This proposal includes an option for student participation in the planning process. This is described in the paragraph below. Based on our experience, students are typically more engaged and learn more when their input can be tactile and immediate. Thus, we recommend including student engagement immediately before or after construction. We could help facilitate a design-build workshop with a hands-on project for students and/or could train SCSD teachers

to use GSA's urban heat island curricula, so their students can conduct an analysis of temperatures on their grounds before and after these schoolyard renovations take place.

BTD to provide one instructional meeting (Zoom) for teachers to learn most effective way to run workshop in their classroom including exercises and instructions. BTD to provide recorded Zoom presentation for the students. Workshop will be formatted for students to view presentation and develop drawings and writings for proposed design ideas for their schoolyards. Following workshop teachers/school will provide digital copies of children's work. Purpose of this workshop is to engage students and teach student bodies about stormwater and the benefits of possible improvements related to play and learning affordances in their schoolyard and to garner their ideas for the schoolgrounds.

6. Online collaboration platform: Team to provide an online collaboration platform for Project Team and Stakeholder Advisory Committee to access information and provide input. Team will provide material to Client for project website in form of deliverables listed below.

#### TASK 2. MEETINGS

- + 1 (one) Curriculum integration meeting (GSA)
- + 3 (three) Brainstorming meetings (BTD/GSA)
- + (one) instructional workshop for teachers (BTD) (one) 1 presentation to students at each site

#### TASK 2. DELIVERABLES

- + Engagement strategy draft and final (BTD)
- + Meeting deliverables including meeting notes, attendance records, and recording of presentation. (BTD)
- + Summary of brainstorming ideas for each site (BTD)
- + Summary of curriculum integration ideas overall (GSA)
- + Video recording of the Zoom presentation delivered during the curriculum meeting (GSA)
- + Online collaboration platform for PT and SAC. (BTD)

#### TASK 2. NEEDED FROM CLIENT TASK

- + Announcement of all meetings to school communities
- + Meeting space for all onsite meetings: venue, tables, chairs, and pin-up/projection space
- + Client to maintain provide and maintain project website.

### TASK 4. SCHOOLYARD GREENING CONCEPT PLANS - WINTER 2021 TO EARLY SPRING 2022

#### TASK 4. GOALS

To engage the community at each site and develop schoolyard concept plans with their knowledge and input. Goals are to develop plans that innovatively optimize sustainable regional stormwater management and climate resilience, with outdoor learning and play opportunities.

#### TASK 4. SCOPE

##### 1. Project Team Meeting 4: Zoom (BTD)

- + Review process for concept development
- + Review input from stakeholder engagement process
- + Discuss ideas / parameters for concept plans relating to guiding principles

2. Two bubble concept diagrams of each site (BTD/LW): Team will develop two bubble concepts based on community input, goals and guiding principles, and site information. Each bubble diagram will demonstrate different possibilities at each site for comparisons and discussion.

##### 3. Workshop with Stakeholder Advisory Committee and community: In-person and Zoom(BTD/LW)

+ Team will hold three workshops. One for each site to review two bubble concept diagrams at each site and assess per guiding principles and goals. Stakeholders and community members will work in breakout groups to

assess possibilities and provide input.

#### 4. Draft Conceptual Plan for each school (BTD/LW)

- + Team will develop one draft concept plan for each site per Stakeholder group comments. Each concept shall include an existing conditions site plan, a site plan showing the proposed improvements, precedent image, estimated cost and performance, and additional observations related to opportunities, constraints, and outstanding data needs.
- + Workshop with Stakeholder Advisory Committee to review final plans: In-person and Zoom (BTD).
- + Team will hold three workshops. One for each site to review draft concept plan. Stakeholders and community members “walk” through plan and opportunities and provide input.

5. Final Plan: Refinement of plan per Stakeholder Advisory Committee and community comments. (BTD/LW)

#### **TASK 4. MEETINGS**

- + 1 (one) Project Team Meeting
- + 6 (six) Stakeholder Advisory Committee workshops - 2 at each site

#### **TASK 4. DELIVERABLES**

- + Bubble concept diagrams - 2 per site (BTD/LW)
- + Draft Conceptual Plan - 1 per site (BTD/LW)
- + Final Conceptual Plan - 1 per site (BTD/LW)

#### **TASK 4. NEEDED FROM CLIENT**

- + Announcement of all meetings to school communities
- + Meeting space for all onsite meetings: venue, tables, chairs, and pin-up/projection space

#### **TASK 5. REPORT - SPRING 2022**

##### **TASK 5. GOALS. (BTD/GSA/LW)**

Develop comprehensive report that provides clear descriptions of the goals, guiding principles, school background and context, engagement process and input, concept descriptions, context for proposed improvements, tools and resources for maintaining green stormwater infrastructure components of the concepts, tools and guidance for curriculum connections, and recommendations for funding strategies. Additionally, the report will include lessons learned, tips and strategies for future projects.5. Final Report: Make refined and small edits per Stakeholder comments.

##### **TASK 5: SCOPE**

1. Project Team Meeting 5: Zoom (BTD)

- + Review final plan
- + Review tasks for report

2. Develop Draft Report (BTD/GSA/LW): Table of Contents, text for report and images. Not in graphic format but with all developed content.

3. Stakeholder Advisory Meeting to review Draft Report: Zoom (BTD)

All significant content comments to be noted at this meeting. Comments following this meeting should be in relation to refinement of the graphics and small edits.

4. Revised Draft Report: Refine content per Stakeholder comments and

format for Final Report. (BTD/GSA/LW)

5. Stakeholder Advisory Meeting to review Revised Draft Report: Zoom

+ Team to review report and solicit comments from Stakeholder Advisory Committee. (BTD)

6. Final Report: Make refined and small edits per Stakeholder comments. (BTD/GSA/LW)

7. Project Team Meeting 6: Final Meeting: In-person

- + Consultant Team to meet with Project Team to review final report, and answer questions. (BTD/GSA/LW)

#### **TASK 5: MEETINGS**

- + 2 (two) Project Team Meetings
- + 2 (two) Stakeholder Advisory Meetings

#### **TASK 5: DELIVERABLES**

- + Draft report (BTD/GSA/LW)
- + Revised draft (BTD/GSA/LW)
- + Final report (BTD/GSA/LW)

#### **TASK 5: NEEDED FROM CLIENT**

- + meeting space or BTD conference room for last in person meeting

#### **TASK 6. OPTIONAL STUDENT ENGAGEMENT - SPRING 2022**

Engage students in educational opportunities related to climate resilience with a hands-on workshop to build a small hands-on demonstration (of their choosing) in each schoolyard, related to their concept plans. BTD would run community build day and coordinate with Project Team rep. Funding for building materials and workshop may come from pilot funds. (BTD)

	BAY TREE DESIGN				Green Schoolyards America		Lotus Water			Team Expenses	Total Fee
	Principal	Associate	Designer	Travel	CEO	Director	Principal	Sr Engr	PMD Engr		
	170	110	95	40	170	160	220	195	162		
<b>TASK 1: Project Initiation / Team Vision</b>											
Summer / Fall 2021											
1.1 PT Meeting 1	6		3		6		3				
1.2 Informational interviews	6				5						
1.3 Relevant documents			4				1		4		
1.4 Goals	2		1		2		1				
1.5 PT Meeting 2	4		3		3		3				
1.6 Guiding principles	2		4		4		2				
1.7 Site review	4		6				6		6		
1.8 PT Meeting 3	4		3		2		2		2		
1.9 Consultant management and schedule	1		4								
Total hours	29	0	28	0	22	0	18	0	12		
<b>Total Fee Task 1</b>											<b>\$17,234</b>
<b>FISCAL YEAR ENDING JUNE 30,2021 (small portion of Task 1)</b>											
<b>\$5,687</b>											
<b>TASK 3: School Site Surveys</b>											
Fall 2021											
3.1 Site surveys and memorandum			6				4		18	40	
3.2 Site analysis	8	12	12				4		18		
Total hours	8	12	18	0	0	0	8	0	36		
<b>Total Fee Task 3</b>											<b>\$12,022</b>
<b>TASK 2: School Engagement</b>											
Fall / Winter 2021-2022											
2.1 Engagement Strategy Review of Engagement via consolidated document	2	0	0	0			1		0	0	
2.3 Curriculum and Design Engagement	3				3	6					
2.4 Brainstorming / SAC	16	4	4	12						180	
2.5 Student's design workshop	10		18								
2.6 Online platform	6	3	24								
Total hours	40	7	48	12	3	6	1	0	0		
<b>Total Fee Task 2</b>											<b>\$14,480</b>
<b>TASK 4: Develop Concept Plans</b>											
Spring 2022											
4.1 PT Meeting 4	4	8					2		4		
4.2 Bubble diagrams	8	12	16				2		6		
4.3 Workshop for bubble comments / SAC	8	6	8						4		
4.4 Draft concepts	8	16	32				6		24		
4.5 Workshop for draft comments / SAC	6	8									
4.7 Final Plans	4	8	8				2		8		
Total hours	38	58	64	0			12	0	46		
<b>Total Fee Task 4</b>											<b>\$29,012</b>
<b>FISCAL YEAR ENDING JUNE 30, 2022 (Remainder of Task 1 and all of Tasks 2 - 4)</b>											
<b>\$67,061</b>											
<b>TASK 5: Report</b>											
Summer 2022											
5.1 PT Meeting 5	2				2						
5.2 Draft report Revised comments via consolidated document	8	8	4		16	2	2		12		
5.3 Revised Draft	4	12	12		8	2	1		6		
5.4 Meeting / SAC	3		4		3						
5.5 Final Report	2	12	8		6		1		4		
5.6 PT Final Meeting 6	3		6	4			3			80	
Total hours	23	32	34	4	35	4	7	0	22		
<b>Total Fee Task 5</b>											<b>\$22,594</b>
<b>FISCAL YEAR ENDING JUNE 30, 2023 (All work complete by December 2022)</b>											
<b>\$22,594</b>											
<b>PROJECT TOTAL</b>											
<b>\$95,342</b>											

\* Contingency funds (\$2,329) will not be used prior to receiving direction from C/CAG staff

orange = inperson meetings

PT = Project Team

SAC = Stakeholder Advisory Committee

All meeting times include prep and follow-up deliverables

## SCHEDULE

Our schedule is shown in the diagram but essentially follows the school year with Tasks being completed by school season. This schedule is dependent on the Client, Project Team, and Stakeholder Advisory Committee decision making process and timing of school meetings.

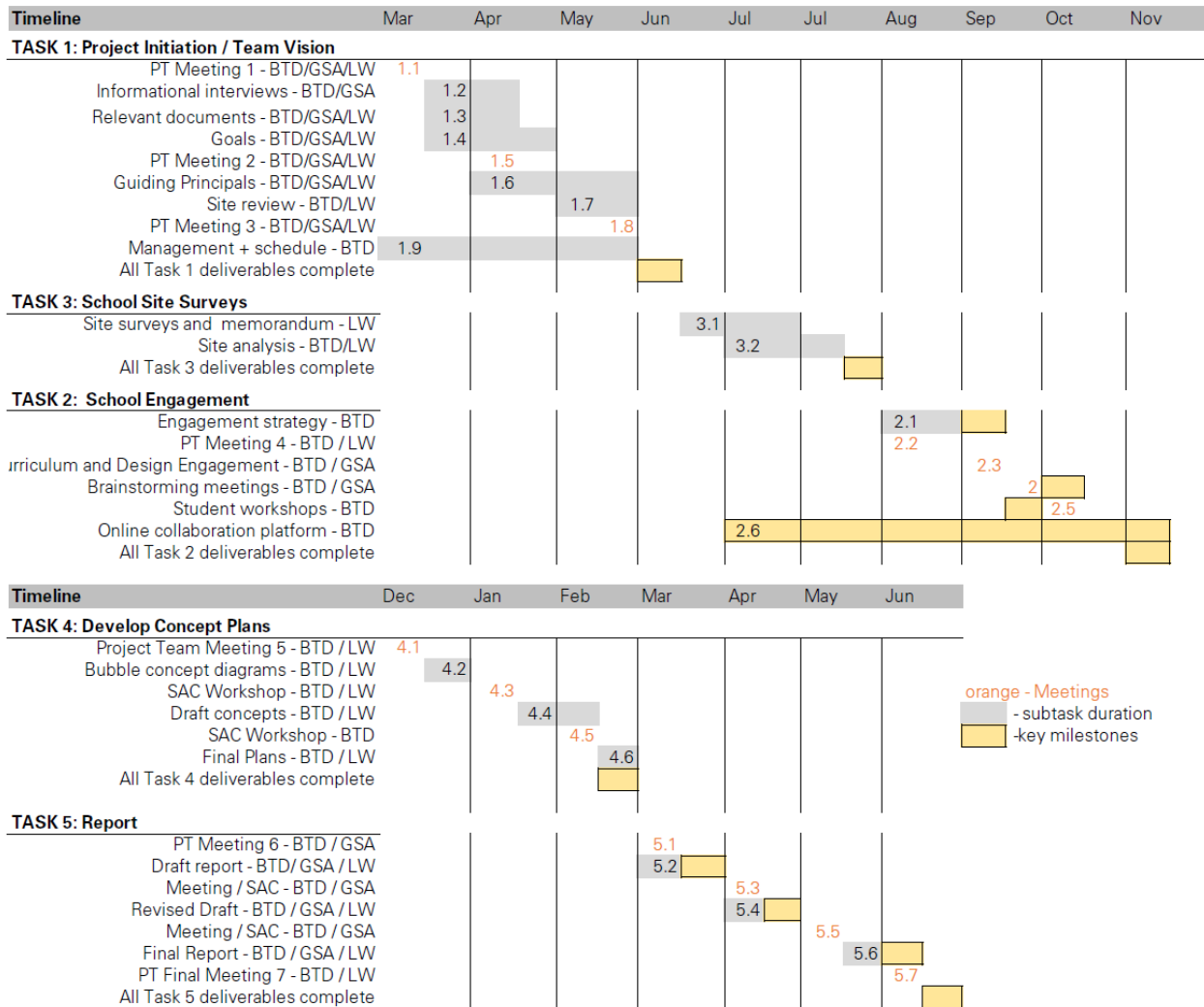


Exhibit B

CONSULTANT BILLING RATES

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



## RESILIENT SAN CARLOS

3/1/21

### HOURLY RATES

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#### BAY TREE DESIGN

Principal	170
Associate Principal	
Senior Associate	
Associate	110
Designer	95
Administration	
Travel	40

#### GREEN SCHOOLYARDS AMERICA

CEO	170
Director	160
Program Manager	105
Program Assistant	85

#### LOTUS WATER

Principal	220
Senior Engineer	195
PM/D Engineer	162
Staff Engineer	130
CADD/GIS/Graphics Specialist	120