

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND DREYFUSS & BLACKFORD ARCHITECTS**

This Agreement is entered into this 6th day of August, 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Dreyfuss & Blackford Architects, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing On-Call Architectural/Engineering Design & Space Planning Services.

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

**1. Exhibits and Attachments**

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

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

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

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed NINE HUNDRED FIFTY THOUSAND AND NO CENTS (\$950,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 6, 2019, through August 5, 2022.

**5. Termination**

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

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

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

**6. Contract Materials**

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

**7. Relationship of Parties**

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

**1. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless the County, its officers, agents, employees and servants from all claims, suits, or actions of every name, kind, and description, brought for or on account of:

- A) injuries to or death of any person, including Contractor, or
- (B) damage to any property of any kind whatsoever and to whomsoever belonging, or

(C) any other loss or cost arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor in the performance of any work of Contractor, or payments made, pursuant to this Agreement.

The duty of Contractor to indemnify and save harmless set forth in this Section 7 of the Agreement includes the duty to defend as set forth in section 2778 of the California Civil Code, provided however that, as set forth in section 2782.8(a) of the California Civil Code, Contractor's duty to defend shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor in the performance of any work of Contractor, or payments made, pursuant to this Agreement.

**a. Intellectual Property Indemnification**

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

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

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

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

**9. Assignability and Subcontracting**

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

**10. Insurance**

**a. General Requirements**

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

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

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

**c. Liability Insurance**

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

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

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

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

**11. Compliance With Laws**

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

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

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

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

**a. General Non-discrimination**

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

**b. Equal Employment Opportunity**

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

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

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

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

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

**e. Discrimination Against Individuals with Disabilities**

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

**f. History of Discrimination**

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

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

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of

any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

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

#### **h. Compliance with Living Wage Ordinance**

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

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

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

#### **14. Retention of Records: Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

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

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

**15. Merger Clause: Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law: Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Sam Lin, Assistant Director  
Address: 1402 Maple St. Redwood City, CA 94063  
Telephone: 650-369-4766  
Email: [slin@smcgov.org](mailto:slin@smcgov.org)



In the case of Contractor, to:

Name/Title: Scott Shannon, AIA  
Address: 735 Montgomery Street #230 San Francisco, CA 94111  
Telephone: (415)366-0468  
Email: [sshannon@db-arch.com](mailto:sshannon@db-arch.com)

**18. Electronic Signature**

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

**19. Payment of Permits/Licenses**

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

\* \* \*

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

For Contractor: DREYFUSS & BLACKFORD ARCHITECTS

  
Contractor Signature

August 19, 2019  
Date

Scott B. Shannon  
Contractor Name (please print)

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COUNTY OF SAN MATEO

\_\_\_\_\_  
Purchasing Agent Signature  
(Department Head or  
**Authorized** Designee)  
County of San Mateo

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Agent Name (please print)  
(Department Head or **Authorized** Designee)  
County of San Mateo

\_\_\_\_\_  
Purchasing Agent or **Authorized** Designee  
Job Title (please print)  
County of San Mateo

## Exhibit A

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

The scope of services to be provided shall be in accordance with the California Code of Regulations – Title 24 requirements, latest edition, the County of San Mateo Municipal Green Building Policy (a copy can be downloaded at <https://bit.ly/2DhAmiY>), and all other applicable codes and standards. The initial scope of work for each project will be established prior to the issuance of a task order. Dependent upon the project's needs, firms may be requested to perform various architectural/engineering related tasks at different phases of design and construction.

- 1) These services include but are not limited to:
  - a) Assisting the County in evaluating current and anticipated space needs regarding organizational structure, functional requirements, and workplace design including but are not limited to ADA, and office workplace accommodation:
    - i) Examination of current space layout, functions, and ergonomics;
    - ii) Survey of County staff to gather data on space requirements;
    - iii) Review of relevant County policies associated with the building design.
  - b) Providing all the required "tools of the trade" (e.g. software, equipment, etc.) to perform the requested services contained in the task order(s). Firms shall provide all necessary resources, equipment and other devices as needed to assure all work is done in a timely and professional manner to deliver the required deliverables.
  - c) Performing architectural/engineering and space planning design, and create a preliminary design (including feasibility study/programming where appropriate), develop the design through all design phases, and followed by a final design including construction drawings and specifications, as needed for submission to the relevant Reviewing Agencies/Authorities Having Jurisdiction ("AHJ").
  - d) Developing recommendations for programmatic space needs for the County incorporating the following:
    - i) Space type, function and size in square feet;
    - ii) Efficient, modern, and configurable building design and interior layout/furnishing scenarios;
    - iii) Functional layout and organization concepts through space programming;
    - iv) Examination of alternative space planning strategies;
    - v) Space allocations for required functions and employees utilizing current and projected staffing needs;
    - vi) Any other special space needs/requirement for the project type.
  - e) Providing ongoing architectural consultation services throughout the duration of a project.

- 2) In addition, each firm shall:
  - a) Work as a liaison with AHJ as required in order to provide guidance to the County and others as deemed necessary to secure required approvals.
  - b) Perform/incorporate AHJ requirements into the design. Tasks may include regulatory agency required site observations, submittals, and any other requirements.
  - c) Coordinate and work with the County and its consultants.
  - d) Attend Meetings and other general project coordination duties: The firm(s) must attend various user group/pre-construction/design meetings to perform necessary coordination, provide project oversight and/or project closeout assistance as necessary, and be available or on-site throughout the duration of the project(s), as required.
- 3) The firm(s) shall also have experience working with the various AHJ and have knowledge of the various County building regulations, standards, policies and processes; including but are not limited to Planning, Building, Fire, Environmental Health, Public Works, and CEQA/EIR agencies.
- 4) The capability of firm(s) submitting proposals shall include architectural/engineering services of all applicable disciplines that cover the full spectrum ("cradle-to-grave") of their tasks to deliver the required project(s) during the project lifecycle, including owner representation, support and recommendations pertaining to all tasks performed, due diligence, data gathering, information organization, and oversight used to produce the final deliverables of each task.
- 5) The County may request from the firm(s) to provide any or all of the above tasks, according to the nature of the project(s) assigned. The firm(s) must be so staffed as to render these services expeditiously upon request.
- 6) The selected firm(s) will become an integral member of the County's implementation team. The final selection shall be contingent upon the County Board of Supervisors' approval of negotiated service agreements.

**It is understood and agreed to, that upon assignment to Contractor of full project design services, to serve as Architect of Record, that the attached "Enclosure 1 – Project Services Agreement" contained within the RFP document, will be executed with a project specific scope of work defined as part of the Task Order, and all associated project specific provisions, terms, and conditions will be incorporated into this Agreement.**

## **Exhibit B**

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

- 1) All services authorized by Task Order to proceed under Time & Materials shall be billed in accordance with attached billing rate schedule. All rates are agreed to be valid for the entire duration of this agreement, unless specifically listed otherwise.
- 2) All services authorized by Task Order to proceed under Lump Sum Fixed Fee shall be billed on a percent complete basis, in accordance with an agreed upon Schedule of Values to be defined by Task Order.

**It is understood and agreed to, that upon assignment to Contractor of full project design services, to serve as Architect of Record, that the attached "Enclosure 1 – Project Services Agreement" contained within the RFP document, will be executed with a project specific fee schedule defined as part of the Task Order, and all associated project specific provisions, terms, and conditions will be incorporated into this Agreement.**

Effective August 20, 2018: Reimbursement for the cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, California), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). LM&I Expenses may be claimed at the CONUS rate in lieu of receipts. Airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. are reimbursable on an actual-cost basis without mark-up.

**See attached billable rates**

**San Mateo County  
Hourly Rate Schedule  
Effective July 1, 2019 – June 30, 2022**

Senior Principal .....	\$270.00
Principals .....	\$255.00
Senior Project Managers .....	\$220.00
Project Managers .....	\$215.00
Project Architects .....	\$190.00
Project Designers .....	\$180.00
Design Technology/Revit Specialist .....	\$155.00
Graphics/Signage .....	\$155.00
Administrative .....	\$85.00

The following expenses will be reimbursed at actual cost:

- Mileage at IRS approved rate in affect at the time
- Bridge tolls
- Parking
- Lodging (if required)
- Meals
- Printing, sample material boards, renderings
- Shipping, delivery, postage
- Fees required by authorities having jurisdiction (if any)



**Rate Schedule |**

**CALIFORNIA – COASTAL REGIONS**

**STANDARD HOURLY RATES  
AS OF JANUARY 1, 2019**

Senior Principal .....	\$240.00
Principal.....	\$215.00
Senior Professional .....	\$185.00
Professional.....	\$160.00
Senior Technician.....	\$135.00
Technician .....	\$115.00
Clerical .....	\$95.00

The hourly rates listed above will remain firm throughout the duration of this 3-year contract if selected to perform services for the County. In the event that the contract is extended, we are prepared to further discuss the hourly rates of the extended contract with the County at that time.

# Interface Engineering Hourly Rates

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Principal:	\$280/Hour
Associate Principal:	\$230/Hour
Associate/Sr. Engineer-Designer III:	\$210/Hour
Sr. Engineer-Designer II:	\$180/Hour
Sr. Engineer-Designer I:	\$155/Hour
Engineer-Designer III:	\$145/Hour
Designer II:	\$125/Hour
Designer I:	\$120/Hour
Revit Lead:	\$110/Hour
Drafter-Revit:	\$105/Hour
Administrative:	\$80/Hour



## SM&W 2019 Consulting Rates

Partners	\$ 300
Principal	\$ 265
Associate Principal	\$ 225
Senior Associate	\$ 185
Senior Consultant	\$ 185
Associate	\$ 156
Associate Consultant	\$ 110
Consultant	\$ 110
Staff Consultants	\$ 110
CAD Designer	\$ 92
Staff	\$ 82

\*Please note as this is a three-year contract, our billing rates will likely increase by 3%.



**VDA – BRANCH OFFICES**  
**Hourly Rates by Discipline – 2019\***

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CLERICAL	\$75.00
CAD OPERATOR	\$175.00
ALL OTHER CONSULTING STAFF	\$235.00
OFFICER / REGIONAL VP / AREA MANAGER	\$250.00
PRINCIPAL / DIRECTOR	\$275.00

\*Rates are reviewed on an annual basis and  
do not apply to Government or Agency work.



**PROFESSIONAL PERSONNEL SERVICE FEES**  
 JANUARY 1, 2019 - DECEMBER 31, 2022

PERSONNEL	2019	Projected Rates		
		2020	2021	2022
<b>ENGINEERING</b>				
Senior Associate	\$220	\$227	\$233	\$240
Associate	\$214	\$220	\$227	\$234
Senior Project Manager	\$210	\$216	\$223	\$229
Project Manager	\$204	\$210	\$216	\$223
Engineer IV	\$189	\$195	\$201	\$207
Engineer III	\$174	\$179	\$185	\$190
Engineer II	\$154	\$159	\$163	\$168
Engineer I	\$134	\$138	\$142	\$146
Engineering Assistant	\$82	\$84	\$87	\$90
Junior Engineer	\$70	\$72	\$74	\$76
<b>PLANNING</b>				
Planner IV	\$189	\$195	\$201	\$207
Planner III	\$174	\$179	\$185	\$190
Planner II	\$154	\$159	\$163	\$168
Planner I	\$134	\$138	\$142	\$146
<b>SURVEYING</b>				
Senior Associate Surveyor	\$220	\$227	\$233	\$240
Associate Surveyor	\$214	\$220	\$227	\$234
Senior Project Manager	\$210	\$216	\$223	\$229
Project Manager	\$204	\$210	\$216	\$223
Surveyor IV	\$189	\$195	\$201	\$207
Surveyor III	\$174	\$179	\$185	\$190
Surveyor II	\$154	\$159	\$163	\$168
Surveyor I	\$134	\$138	\$142	\$146
Survey Party Chief	\$175	\$180	\$186	\$191
Survey Chainman	\$113	\$116	\$120	\$123
Apprentice IV	\$109	\$112	\$116	\$119
Apprentice III	\$103	\$106	\$109	\$113
Apprentice II	\$93	\$96	\$99	\$102
Apprentice I	\$70	\$72	\$74	\$76
Instrumentman	\$150	\$155	\$159	\$164
Surveying Assistant	\$82	\$84	\$87	\$90
Junior Surveyor	\$70	\$72	\$74	\$76
Utility Locating Superintendent	\$176	\$181	\$187	\$192
Utility Locator III	\$155	\$160	\$164	\$169
Utility Locator II	\$129	\$133	\$137	\$141
Utility Locator I	\$91	\$94	\$97	\$99
BIM Specialist III	\$174	\$179	\$185	\$190
BIM Specialist II	\$154	\$159	\$163	\$168
BIM Specialist I	\$134	\$138	\$142	\$146
<b>DESIGN AND DRAFTING</b>				
Technician IV	\$161	\$166	\$171	\$176
Technician III	\$148	\$152	\$157	\$162
Technician II	\$136	\$140	\$144	\$149
Technician I	\$128	\$132	\$136	\$140
Drafter IV	\$132	\$136	\$140	\$144
Drafter III	\$118	\$122	\$125	\$129
Drafter II	\$110	\$113	\$117	\$120
Drafter I	\$100	\$103	\$106	\$109
<b>CONSTRUCTION ADMINISTRATION/QSP-QSD</b>				
Sr. Construction Administrator	\$198	\$204	\$210	\$216
Resident Engineer	\$147	\$151	\$156	\$161
Field Engineer III	\$174	\$179	\$185	\$190
Field Engineer II	\$154	\$159	\$163	\$168
Field Engineer I	\$134	\$138	\$142	\$146
Senior Consultant	\$229	\$236	\$243	\$250
<b>SERVICES AND EXPENSES</b>				
Project Assistant	\$82	\$84	\$87	\$90
Clerical/Admin. Assistant	\$70	\$72	\$74	\$76
PRINCIPAL IN CHARGE	\$246	\$253	\$261	\$269

Charges for outside services, equipment, and facilities not furnished directly by BKF Engineers will be billed at cost plus 10%. Such charges may include, but shall not be limited to printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; special fees, permits, and insurance; transportation on public carriers, meals, and lodging; and consumable materials. Mileage will be charged at the prevailing IRS rate per mile. Monthly invoices are due within 30 days from invoice date. Interest will be charged at 0.833% per month on past due accounts. Expert witness/litigation rates are available upon request.



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Connect  
Sustain

## Standard Schedule of Compensation 2019-2020 San Jose & Burlingame

### General

The following list of fees and reimbursable expense items shall be used in providing service in the agreement. These amounts shall be adjusted in January, upon issuance of an updated Standard Schedule of Compensation:

### Hourly Rates

Principal	\$206-\$212/hour
Senior Associate	\$188-\$194/hour
Associate	\$178-\$183/hour
Senior Project Manager	\$162-\$167/hour
Project Manager 1	\$155-\$160/hour
Project Manager 2	\$146-\$150/hour
Construction Manager	\$158-\$163/hour
Job Captain	\$135-\$139/hour
Designer 1	\$127-\$131/hour
Designer 2	\$116-\$119/hour
Assistant Designer	\$103-\$106/hour
Project Administrator	\$105-\$108/hour
Accounting	\$130-\$134/hour

### Reimbursable Expenses

All costs for photography, printing and plotting, special delivery, insurance certificate charges, charges for waivers of subrogation, local business licenses, sales taxes, assessments, fees, mileage, all CADD and visual simulation ancillary costs, such as data transfers, tapes and outside services, and all other costs directly related to the project will be billed as a reimbursable expense at our cost plus a fifteen percent (15%) administration charge. The cost of professional liability insurance and all costs associated with cell phones, electronic mail, faxes, long distance phone charges and related telecommunications shall be charged as a combined surcharge of 2.5% on the total fees.

### Payments

Payments are due within ten days after monthly billing with amounts more than thirty days past due subject to a 1.5% per month interest charge. Retainer amounts, if indicated, are due upon signing the agreement and shall be applied to the final invoice for the project.



DISCIPLINE	HDURLYRATE
<i>Cost Management Services</i>	
Managing Director / Director / Regional Director	\$210.00
Associate Director	\$185.00
Senior Cost Manager / Senior MEP Cost Manager	\$175.00
Cost Manager	\$160.00
Assistant Cost Manager / Estimating Technician / Intern	\$115.00

## ATTACHMENT I

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

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

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

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

a. Employs fewer than 15 persons.

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

Scott B. Shannon

**Name of 504 Person:**

Dreyfuss & Blackford Architects

**Name of Contractor(s):**

3540 Folsom Blvd.

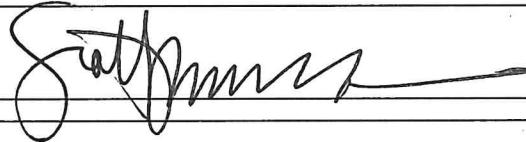
**Street Address or P.O. Box:**

Sacramento, CA 95816

**City, State, Zip Code:**

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

**Signature:**



**Title of Authorized Official:**

Partner

**Date:**

August 19, 2019

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

## **Attachment IP**

### **Intellectual Property Rights**

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

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

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