

Agreement No.

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND Arup US, Inc.

This Agreement is entered into this Tuesday, January 28, 2025, by and between the County of San Mateo, political subdivision of the state of California, hereinafter called "County," and Arup US, Inc., hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing designing and engineering services to replace the County's existing access control system with a new centralized, open-architecture electronic access control system at 40+ County locations.

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
- Exhibit C—Locations
- Exhibit D—Access Control System Design Requirements
- Exhibit E—Phase Cost-Estimated Time and Effort Itemization

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. Contractor shall perform all services herein in accordance with the Standard of Care, which shall mean in accordance with current, accepted professional engineering practice appropriate for the size, complexity, schedule and other characteristics of the Project in the jurisdiction where the Project is located.

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 Four Hundred Ninety-Three Thousand Dollars and Zero Cents (\$493,000.00). 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 Tuesday, January 28, 2025 through Thursday, January 27, 2028.

5. Termination

This Agreement may be terminated by Contractor or by the Director or the Director's 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 to Parties

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

8. Hold Harmless

a. **General Hold Harmless**

Contractor shall indemnify and save harmless 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, and in no event shall the cost to defend charged to Contractor exceed Contractor's proportionate percentage of fault.

b. **Intellectual Property Indemnification**

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

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

without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

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

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

9. Limitation of Liability and Mutual Waiver.

To the fullest extent permitted by law, County and Contractor each waive any right to consequential, liquidated or incidental damages and agree that the total liability, in the aggregate, of contractor and contractor's officers, directors, employees, agents and independent professional associates or engineers, and any of them, to the County and any one claiming by, through or under the County, whether in contract, tort, negligence, breach, indemnity or otherwise, shall not exceed the lesser of total compensation received by Contractor or the limits of available insurance specifically identified and required by County for this project and available at the time of judgment.

10. 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.

11. Insurance

11.1. 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.

11.2. 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.

11.3. 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 per claim and in the aggregate

County and its officers, agents, employees, and servants shall be named as additional insured on any such commercial general liability or auto 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.

12. 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, regulations, and executive orders, 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, as well as any required

economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

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

13. Non-Discrimination and Other Requirements

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer 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 Executive Officer, 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 Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer 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.

13.8. 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.

14. 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 unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. 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.

16. 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.

17. 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.

18. 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 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: Wilson Wong/IT Manager
Address: 555 County Center, 5th Floor, Redwood City, CA 94063
Telephone: (650) 599-1429
Email: wwwong@smcgov.org

In the case of Contractor, to:

Name/Title: Paul Switenki | Associate | Mechanical Engineer | Project Manager
Address: 560 Mission Street, Suite 700 San Francisco, CA. 94105 USA
Telephone: 415-946-0278
Email: paul.switenki@arup.com

19. 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.

20. 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.

21. Intellectual Property

21.1. Intellectual Property Rights

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 **SECTION** 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.

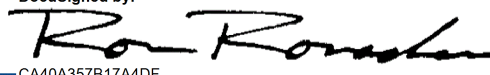
22. Rehabilitation Act of 1973

Refer to the attachment required to be completed by the Contractor.

SIGNATURE PAGE TO FOLLOW

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

For Contractor: Arup US, Inc.

<small>DocuSigned by:</small>  <small>CA40A357B17A4DF...</small>	1/3/2025	Ronald Ronacher
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

Services

In consideration of the payments set forth in **Exhibit B**, Contractor shall provide the following services for locations identified in **Exhibit C**:

Contractor shall provide to County all professional design and engineering services necessary to perform the Services in all phases of the Project to which this Agreement applies. Services will include, but are not limited to, providing all professional design and engineering services necessary to perform the Services and complete Project to which this Agreement applies including, but not limited to, all architectural services, electrical, fire protection, physical and electronic security, and cost estimating services as required to perform the Services on the Project to which this Agreement applies.

Contractor shall make any required corrections or revisions to reports, drawings or specifications that are a result of any errors or omissions by contractor, at no additional cost to the County. Contractor shall make or cause to be made any and all corrections to said documents necessary to comply with the Project requirements.

Contractor shall conduct bi-weekly status meetings with County.

Contractor will design a new Access Control system according to requirements as described in **Exhibit D**. Services will be conducted in two (2) phases: **Phase 1** is design and engineering services, and **Phase 2** is construction support services.

Phase 1 – Design and Engineering Services

A. Investigation, Surveying, Existing Systems Documentation Audit

Contractor will conduct a thorough audit of the existing County's access control system. As part of the audit, Contractor is required to perform the following tasks and complete documentation:

1. Conduct stakeholder informational design gathering; meet with required stakeholders to develop system requirements.
2. Perform existing site review and create systems documentation.
 - a. Identify at each facility as to what door hardware and access control equipment is functional and what equipment is defective. Provide inventory list for equipment to be replaced by contractor.
 - b. Identification functionality of existing door position switches. Determine what openings have operational Door Positions Switches (DPS) and which openings have faulty DPS's.
 - c. Identification functionality of existing door hardware. Contractor to include creation of door and hardware schedule detailing all related door hardware devices on existing opening. Determine what openings have operational door hardware and which openings have faulty door hardware. Door hardware **includes but not limited to:**
 - i. Electric Strikes, Electric Mortise, Cylindrical Locksets and electrified panic hardware, automatic door operators.

- I. Identifying controls programming for fail safe vs fail secure openings.
 - II. Identifying any delayed egress controls and openings
 - ii. Door Monitors or DPS
 - iii. Latch Position Switches (LPS)
 - iv. Request to Exit Device
 - I. Motion sensors
 - II. Limit Switch in Lockset
 - III. Push Buttons
 - v. Door Releases
 - vi. Keypads/reader type/misc. associated devices
 - vii. Electric Hinges
 - viii. Lockset Type and Functions
 - ix. Identifying existing electronic power supply requirements and remaining life expectancy
 - x. Identifying existing Battery capacity, run times, UPS and emergency power feeds. Provide information on existing power feeds and any require update that may need to be performed.
 - xi. Identification of existing systems tie in for elevator controls.
 - xii. Identifying required fire alarm Integration points and systems functions in the event of an alarm.
 - d. Identifying existing security systems, glass breaks or burglar systems that facilities use to communicate with outside monitoring services.
 - e. Identifying of existing A-phone systems, video, or other intercom in systems at entry or security access points.
 - f. Identification of existing video recording systems, devices, recording capacity and integration capabilities.
 - i. Video Management Software / Recording Appliances
 - I. Recording Configuration, Current Retention time
 - II. Facility Video Management System, recording capabilities and retention times.
 - III. Camera type, mount, location, and wire type
 - IV. Camera Networking Configuration
3. Existing Building Floor Plan and Systems Plan
 - a. Firm to create building systems floor plans, leverage existing floor plans as they exist, along with systems details, layouts, riser diagrams and specifications.
 - b. Prepare existing conditions drawings including identifying details above.

B. 50% Schematic / Construction Design Documents

1. Prepare preliminary system concepts, specifications, documents, drawings, riser diagrams, and equipment room details to approximately 50% for San Mateo County (SMC) review.
2. Prepare a construction estimate in Excel & PDF format.
3. Coordinate with the Department of Public Works (DPW) Stakeholders on provided comments. Update documents to conform to requirements.

C. 95% Construction Design Development Documents

1. Finalize system concepts, specifications, documents, drawings, riser diagrams, and equipment room details to approximately 95% for SMC review.
2. Prepare a construction estimate in excel & pdf.
3. Coordinate with DPW Stakeholders on provided comments. Update documents to conform to requirements.

D. Contract / Bid Documents

1. Submit 100% Bidding & Contract documents, drawings, and specifications.
 - a. Fully coordinated, detailed construction / security plans with device locations, enlarged plans, sections, riser & network diagrams, and details for specialized areas such as IDF/MDF/Security equipment rooms, etc. with all associated door and hardware device schedules associated with security devices and complete specifications for all relevant scope.
 - b. Documents for SMC use in the purpose of holding a public bid with the intent to contract with a security systems installation firm for security systems replacements and upgrades.
2. Prepare final construction estimate in excel.
3. If necessary for any electrical work in which an electrical permit will be required for the work, submit permit documents to building department. Coordinate with building department on required documents and information for permits and approvals. Hold coordination meetings, design review sessions, update documents to conform to comment requirements. Contractor shall assess the existing power at the access control panels through the Phase 1 surveys and, based on these site observations, propose fee for developing electrical power plans for permitting and to capture any needed upgrades. If agreed and authorized by the County, this fee will be provided via the "As-Needed Services".
 - a. Obtain final approval from the SMC building department.
 - b. All comments from SMC, building department to be addressed in writing.
 - c. Any revisions required from building department comments.

Phase 2 - Bidding & Construction Support Services

A. Bidding

1. Attend Prebid conference with County and potential bidders to communicate bid documents.
2. Respond to bidders' question's, prepare sketches, drawings, specifications and all other items necessary to answer the questions and assist the County in preparing necessary addendum.
3. Review construction contractor's bids and make recommendations to the County.
4. Attend pre-award meeting with the qualified bidder and prepare meeting minutes.

B. Construction Support Services

1. Product and equipment submittal review, site visits during construction, change order reviews, and project close-out. Review of submittals and shop drawings to verify conformance with design intent, finish specifications, and all manufacturers' details with reasonable promptness so as to cause no delay to the Project.
 2. Attend bi-weekly meetings
 3. Review contractors schedule and comment.
 4. Review contractor's schedule of values and comment.
 5. Prepare progress reports of on-going construction activities.
 6. Review shop drawings and submittals for compliance with the contract documents and industry standards.
 7. Review and respond to contractor's RFI's. Responses to Requests for Information (RFIs) and preparation of documentation for changes, clarifications, and interpretations to the Construction Documents as required with reasonable promptness so as to cause no delay to Installation Contractor or the Project.
 8. Prepare sketches, drawings, specifications, or all other items necessary to respond to the RFIs.
 9. Review contractors request for proposed change orders and make recommendations as to their validity and value.
 10. Perform inspection at the completion and prepare a punch list of incorrect or incomplete items.
 - a. Contractor shall designate at least one representative available as needed during the construction phase to verify the construction's general conformance with the design intent of the Construction Documents and to address field coordination issues as they come up. The Contractors representative must be authorized to make design decisions.
 - b. Contractor shall make visits to the Site as required by the County during construction to observe the work performed, as an experienced and qualified design professional. Contractor shall advise the County in writing of any observations of defective work, work not in conformance with drawings and specifications, and lack of progress of work. Two-three (2-3) site visits will be held per building: at 50% completion, at 90% completion, and/or at 100% completion.
2. Review and comment on construction contractor's as-builts, O&M manuals and warranties.

As-Needed Services

If additional services outside the original scope of work (as described in **Exhibit A Phase 1 and Phase 2**) are required, Contractor shall provide these on an "as-needed" basis at the direction of the County, with no guarantee of minimum usage. Any as-needed services must be authorized by the County's representative in writing prior to commencing work. Such services will not affect the overall project timeline unless otherwise noted. The County will be notified of potential costs before work commences on any additional tasks.

Personnel

1. The Contractor shall arrange with the County to access the facility to complete services prior to work commencing. Contractor staff may be required to check-in and notify on-site staff prior to work commencing.
2. Contractor staff may be required to pass a Live Scan (DOJ and FBI) background check at the contractor's expense prior to working in County facilities. Contractor staff shall follow the directions provided by the Deputy Director of Facilities or the Deputy's designee to complete this process and will not begin work in a County facility until they have been officially notified in writing by the Deputy Director of Facilities or the Deputy's designee that they have received background clearance.
3. Contractor understands that the County reserves the right to have Contractor personnel removed from work under their contract agreement.

Deliverables

Each deliverable shall be reviewed with representatives of the County. Deficiencies in deliverables and modifications to conform with program requirements and modifications to achieve acceptability of deliverables to the County, shall be promptly performed, and the cost thereof included in the Services of Exhibit A.

1. Schematic designs, estimates and design development documents are to be delivered to the County in PDF format. Documents too large to email are to be delivered through a file sharing program as designated by the County; the preferred method is via Microsoft OneDrive.
2. Construction Bid Documents are to be prepared and provided to the County in electronic format, on the latest AutoCAD version, PDF and Microsoft Office formats.
3. Upon completion of contract and bidding documents, Contractor will submit electronically to the County documents for the purposes of holding a public bid and obtaining required permits.
4. **Specifications and professional** cost estimates are to be prepared utilizing Construction Specifications Institute format.

Exhibit B

Payments and Rates

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. The County agrees to pay Contractor for the strict performance of contractor’s work, up to the not-to-exceed amount of \$493,000.00 (four hundred ninety-three thousand dollars and no cents). Sum shall include all licenses or permit fees, engineering fees, state and federal taxes and delivery costs. Payments shall be made on a time and material basis of work completed. See **Exhibit E** for itemization of estimated phase effort and costs.

Line Item	Description	Phase Cost	Reimbursable Expenses	Subtotal
Phase 1:				
1	Investigation, Surveying, Existing Systems Documentation Audit, Stakeholder coordination & Data Gathering	\$141,000.00	\$16,000.00	\$157,000.00
2	Schematic Design/Design Development 50% Submission	\$73,000.00	-	\$73,000.00
3	Schematic Design/Design Development 95% Submission	\$50,000.00	-	\$50,000.00
4	Bidding and Contract Documents Submission, Building & Fire Authority Approval	\$25,000.00	-	\$25,000.00
Phase 2:				
5	Bidding Services	\$5,000.00	-	\$5,000.00
6	Construction Support Services	\$79,000.00	\$10,000.00	\$89,000.00
7	Project Close Out / O&M Reviews	\$14,000.00	-	\$14,000.00
Subtotals		\$387,000.00	\$26,000.00	\$413,000.00
				<i>As-Needed Services</i> \$80,000.00
				Total \$493,000.00

2. Provided Contractor’s rate of progress and general performance are satisfactory to the County, and provided the Contractor is in compliance with the contract documents, the County shall pay Contractor in monthly progress payments in an amount which the County, in its sole discretion, concludes is the value of the Services which have been properly performed as of the last day of the immediately preceding month and is invoiced and due under this **Exhibit B**.
3. Invoices submitted by Contractor under this Agreement must be presented in the Progress Payment Template depicted below in item 3.a. of this **Exhibit B**. All amounts paid by the County to Contractor shall be subject to audit by the County.
 - a. Progress Payment Template

- i. Actual Time and Material
- ii. Cover Sheet Summary

4. **As-Needed Services** as defined in **Exhibit A** must be authorized by the County's representative in writing prior to commencing work. Charges for work performed by the Contractor not authorized in writing by the Director of Public Works or the Director's designee will not be paid by the County. Compensation will be based on actual services rendered, subject to agreed rates and terms as described below:

Contractor Standard Hourly Billing Rates

<i>To 3/31/2025</i>		<i>From 4/1/2025 to 3/31/2026</i>		<i>From 4/1/2026 to 3/31/2027</i>	
Title	Range	Title	Range	Title	Range
Principal	\$415 - \$515	Principal	\$432-\$536	Principal	\$449-\$557
Associate Principal	\$310 - \$435	Associate Principal	\$322-\$452	Associate Principal	\$335-\$470
Associate	\$275 - \$330	Associate	\$286-\$343	Associate	\$297-\$357
Senior Engineer / Consultant II	\$265 - \$300	Senior Engineer / Consultant II	\$276-\$312	Senior Engineer / Consultant II	\$287-\$324
Senior Engineer / Consultant I	\$195 - \$285	Senior Engineer / Consultant I	\$203-\$296	Senior Engineer / Consultant I	\$211-\$308
Engineer / Consultant III	\$175 - \$225	Engineer / Consultant III	\$182-\$234	Engineer / Consultant III	\$189-\$243
Engineer / Consultant II	\$165 - \$205	Engineer / Consultant II	\$172-\$213	Engineer / Consultant II	\$178-\$222
Engineer / Consultant I	\$150 - \$195	Engineer / Consultant I	\$156-\$203	Engineer / Consultant I	\$162-\$211
BIM Manager	\$275	BIM Manager	\$286	BIM Manager	\$297
Senior BIM Technician	\$195	Senior BIM Technician	\$203	Senior BIM Technician	\$211
BIM Technician	\$175	BIM Technician	\$182	BIM Technician	\$189
Senior Project Control	\$275	Senior Project Control	\$286	Senior Project Control	\$297
Project Control	\$175	Project Control	\$182	Project Control	\$189
Project Administration	\$130	Project Administration	\$135	Project Administration	\$141

Exhibit C

Locations

***NOTE: Counts and locations subject to change due to ongoing construction projects.**

LOCATION	JCI CK721/ CK721A	HID RP40	SUB CONTROLLER	APERIO WIRELESS
2690 Middlefield Rd.	1	8		
1950 Alameda De Las Pulgas	2	20		
2000 Alameda De Las Pulgas	5	32		
225 37th Ave	3	29		
330 Harbor	4	7		
350 90th Ave, 2nd FL	1	10		
400 Edmonds Rd, RWC	1	8		
400 Harbor Rd. Belmont BLDG E	1	7		
727 Shasta St. RWC	1	5		
802 Brewster, RWC	1	9		
1 Davis Dr. Belmont	1	14		
1487 Huntington Ave, SSF	4	8		
2415 University Ave. EPA	1	15		
2500 Middlefield Rd, Redwood City	1	27		
271 92nd St, DC	1	15		
31 Tower Rd	1	5		
40 Tower Rd	1	1		
400 Harbor Rd. Belmont BLDG A	1	15		
400 Harbor Rd. Belmont BLDG B	1	12		
400 Harbor Rd. Belmont BLDG C	1	15		
500 Quarry Rd San Carlos	2	25		
1050 Mission Rd. SSF	1	12		
125 Lessingia Ct	1	2		
222 Paul Scannell Dr. SM	11	63		
260 Harbor Rd, Belmont	4	3		
400 County Center	4	50		
455 County Center	3	29		
555 County Center	8	62		
800 N. Humboldt St., SM	1	5		
County Center, PS1 & 2, RWC	2	19		
222 W. 39th Ave.	33	376		
225 Cabrillo Hwy S, Halfmoon Bay	1	5		
2710 Middlefield, RWC	4	53		
306 Spruce, SSF	1	3		
350 90th St., 3rd Flr, Daly City	1	7		
380 90th St., Daly City	1	12		
400 County Center, ROC	2	50	30	132
620 Airport Way	4	40		
COB 3 - 500 County Center	11	98		
1050 Mission Rd (South San Fran Wellness Center) (Under construction thru 2025)	3	45		
200 Edmond (Cordilleras)	56	79		
1500 Fashion Island Blvd. San Mateo, CA 94404	tbd	tbd		
Total: 42 (forty-two) Sites	120*	1107*	30	132

Exhibit D

Access Control System Design Requirements

Contractor shall design an access control system to the following design requirements:

1. System
 - a. Maintain and use existing/installed card reader infrastructure (HID RP 40 / Signo 40 Card Readers). Only proprietary panels and/or controllers are to be replaced. Card readers currently read 35-bit Proximity and 48-bit SEOS cards.
 - b. Integrate with existing intrusion equipment (e.g., panic alarms, glass breaks, door contacts)
 - c. Integrate with other County applications for enhanced on-boarding and off-boarding processes (e.g., Active Directory, Workday, SAML SSO/OKTA)
 - d. System should accommodate segmented administration by multiple stakeholders. The system should allow for different groups to manage their own access.
 - e. System design should be flexible to accommodate other access control methods if needed (i.e., "futureproofing" as much as possible). Support for the following: digital Keys (e.g., using smart phone as a 'cardkey') and biometric or facial recognition readers.
2. Hardware
 - a. Panels: System must be compatible with open architecture, non-proprietary panels (i.e., able to use panels from other manufacturers). Current access system resides on the County network.
 - b. IO Boards/Controllers: Must be easily scalable to allow additional card readers.
 - c. Card readers: Readers must operate in security standard of 48-bit SEOS only or higher. The card readers must also read 35-bit Proximity cards.
 - d. UPS/Battery backup requirements: Hardware should have enough back-up power to allow card readers continuous operation after a power failure (a minimum timeframe to be determined with Contractor). Site-specific fail-safe.
 - e. Network Equipment: Contractor to coordinate network infrastructure solution that will reside on County network.
 - f. Door equipment: Integration with existing and approved site-specific electric strikes/locks, crash bar considerations, REX, door positions, etc.
 - g. Power Supplies: Contractor to evaluate existing equipment for recommendation of replacement or reuse.
3. Software
 - a. System design must incorporate open architecture software to manage and operate the cardkey access control; software must allow integration and interoperability with access control components, hardware and systems from different manufacturers.
 - b. Software must maintain a minimum of one-year transaction history for each cardkey.
 - c. Have sufficient licensing for all support staff roles, including operations, printing, and reporting (e.g., cardkey staff, badging stations, view-only reports)

- d. Customized easy-to-use reporting and ad-hoc reporting features (e.g., cardkey transaction reports, access rights reports, department-level reports)
 - e. Software should be Lightweight Directory Access Protocol (LDAP)-integrated; desirable to integrate with other cardkey access control software (e.g., Open Options)
 - f. MS SQL Server database back-end preferable
 - g. Cloud-based software optional; follows web/mobile management industry standards.
 - h. Able to perform batch/group cardkey processes (e.g., print, create, modify multiple badges at the same time)
 - i. Desirable to have live status, map and location of card readers and panel equipment.
 - j. Desirable to have inventory lifecycle management capabilities for access control components (e.g., install date, location, serial/id numbers, etc.)
4. Video Management/Recording Integration
- a. Desirable to have video management integration within the access control system.
 - b. Contractor to examine and evaluate each facility's existing CCTV system
 - c. Provide Feasibility Analysis on each system at each facility for integration to access control system

Exhibit E

Phase Cost -Estimated Time and Effort Itemization

Line Item	Description	Phase Cost	Reimbursable Expenses	Subtotal	Title	Hours	Estimated Rate	Estimated Fee
Phase 1								
1	Investigation, Surveying, Existing Systems Documentation Audit, Stakeholder coordination & Data Gathering	\$141,000.00	\$16,000	\$157,000	Project Director	8	510	\$4,080
					Project Manager	20	293	\$5,860
					Deputy Project Manager	100	242	\$24,200
					Lead Technical Advisor	24	293	\$7,032
					Digital Data Management Lead	96	156	\$14,976
					Digital Data Management Support	24	156	\$3,744
					Surveying Lead	140	204	\$28,560
					Surveying Support	248	156	\$38,688
					Cost Lead	0	293	\$0
					Cost Support	0	156	\$0
					CAD	80	178	\$14,240
2	Schematic Design/Design Development 50% Submission	\$73,000	\$0	\$0	Project Director	8	510	\$4,080
					Project Manager	4	293	\$1,172
					Deputy Project Manager	32	242	\$7,744
					Lead Technical Advisor	16	293	\$4,688
					Digital Data Management Lead	40	156	\$6,240
					Digital Data Management Support	0	156	\$0
					Surveying Lead	40	204	\$8,160
					Surveying Support	172	156	\$26,832
					Cost Lead	16	293	\$4,688
					Cost Support	40	156	\$6,240
					CAD	16	178	\$2,848
3	Schematic Design/Design Development 95% Submission	\$50,000	\$0	\$0	Project Director	8	510	\$4,080
					Project Manager	4	293	\$1,172
					Deputy Project Manager	32	242	\$7,744
					Lead Technical Advisor	16	293	\$4,688
					Digital Data Management Lead	0	156	\$0
					Digital Data Management Support	0	156	\$0
					Surveying Lead	34	204	\$6,936
					Surveying Support	108	156	\$16,848
					Cost Lead	8	293	\$2,344
					Cost Support	20	156	\$3,120
					CAD	16	178	\$2,848
4	Bidding and Contract Documents Submission, Building & Fire Authority Approval	\$25,000	\$0	\$0	Project Director	2	510	\$1,020
					Project Manager	2	293	\$586
					Deputy Project Manager	16	242	\$3,872
					Lead Technical Advisor	4	293	\$1,172
					Digital Data Management Lead	0	156	\$0
					Digital Data Management Support	0	156	\$0
					Surveying Lead	34	204	\$6,936
					Surveying Support	16	156	\$2,496
					Cost Lead	8	293	\$2,344
					Cost Support	20	156	\$3,120
					CAD	16	178	\$2,848
Phase 2								
5	Bidding Services	\$5,000	\$0	\$0	Project Director	2	510	\$1,020
					Project Manager	2	293	\$586
					Deputy Project Manager	12	242	\$2,904
					Lead Technical Advisor	2	293	\$586
					Digital Data Management Lead	0	156	\$0
					Digital Data Management Support	0	156	\$0
					Surveying Lead	0	204	\$0
					Surveying Support	0	156	\$0
					Cost Lead	0	293	\$0
					Cost Support	0	156	\$0
					CAD	0	178	\$0
6	Construction Support Services	\$79,000	\$10,000	\$10,000	Project Director	8	510	\$4,080
					Project Manager	16	293	\$4,688
					Deputy Project Manager	80	242	\$19,360
					Lead Technical Advisor	24	293	\$7,032
					Digital Data Management Lead	0	156	\$0
					Digital Data Management Support	0	156	\$0
					Surveying Lead	0	204	\$0
					Surveying Support	280	156	\$43,680
					Cost Lead	0	293	\$0
					Cost Support	0	156	\$0
					CAD	0	178	\$0
7	Project Close Out / O&M Reviews	\$14,000	\$0	\$0	Project Director	2	510	\$1,020
					Project Manager	2	293	\$586
					Deputy Project Manager	16	242	\$3,872
					Lead Technical Advisor	8	293	\$2,344
					Digital Data Management Lead	0	156	\$0
					Digital Data Management Support	0	156	\$0
					Surveying Lead	0	204	\$0
					Surveying Support	40	156	\$6,240
					Cost Lead	0	293	\$0
					Cost Support	0	156	\$0
					CAD	0	178	\$0
Subtotal		\$387,000.00	\$26,000.00	\$413,000.00	Estimated Total		\$386,244	
<i>As-Needed Services</i>				<i>\$80,000.00</i>				
Total				\$493,000.00				