#### Agreement No. 84700-23-D004

# AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SKIDMORE OWINGS & MERRILL LLP

This Agreement is entered into this 24<sup>th</sup> day of August 2022, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Skidmore Owings & Merrill LLP, 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 Scope Study Services for the **North Fair Oaks Library Project**.

#### 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

#### 2. <u>Services to be performed by Contractor</u>

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 TWENTY-NINE THOUSAND SIX-HUNDRED EIGHTY DOLLARS AND NO CENTS (\$29,680.00). 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. <u>Term</u>

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 31, 2021, through October 31, 2022.

## 5. <u>Termination</u>

This Agreement may be terminated by Contractor or by the Director of the Project Development Unit or 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. <u>Contract Materials</u>

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. <u>Relationship of Parties</u>

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 County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following to the proportionate extent of Contractor's negligence, recklessness or gross negligence:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The parties expressly agree that this indemnity provision does not include a duty to defend claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or the Services rendered by Architect.

#### 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.

## 9. <u>Insurance</u>

## 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) Professional 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 the Commercial General Liability and Automobile 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.

## 10. <u>Compliance With Laws</u>

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. 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.

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

# 11. 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. 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.

## d. 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.

## e. <u>History of Discrimination</u>

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.

# f. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive 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, 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.

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.

## 12. 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.

# 13. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after 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.

#### 14. 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.

#### 15. 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.

#### 16. <u>Notices</u>

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:	555 County Center, 2 <sup>nd</sup> Floor, Redwood City, CA 94063
Telephone:	(408) 391-5150
Email:	slin@smcgov.org

In the case of Contractor, to:

Name/Title:	Steven Sobel, Director
Address:	One Maritime Plaza, San Francisco, CA 94111
Telephone:	(415) 981-1555
Email:	steven.sobel@som.com

## 17. <u>Electronic Signature</u>

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.

#### 18. **Other**

19.1 Owner acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project site is outside of Architect's responsibilities and expertise and is not included in the scope of Services Contractor is to perform nor included in Contractor's insurance.

19.2 Notwithstanding any other provision of this Agreement, in no event shall Owner or Contractor be liable to the other, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract, and breach of warranty.

19.3 Contractor's total liability arising in connection with the Services and this Agreement shall be limited to the amount of professional liability insurance specifically required in Section 10.

19.4 Contractor is permitted to rely upon the accuracy of the information and work product provided by the Owner any anyone retained by the Owner.

\* \* \*

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor: Skidmore, Owings, & Merrill LLP

Steve Sobel

24-Aug-2022 | 16:46 PDT

Contractor Signature

Date

Steve Sobel

Contractor Name (please print)

For County:

Sam lin

Purchasing Agent Signature (Department Head or <u>Authorized</u> Designee) County of San Mateo 24-Aug-2022 | 22:02 PDTSam Lin

Date

Purchasing Agent Name (please print) (Department Head or <u>Authorized</u> Designee) County of San Mateo

Assistant Director

Purchasing Agent or <u>Authorized</u> Designee Job Title (please print) County of San Mateo

#### Exhibit A

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

SOM shall provide Basic Services to develop programming and design options for consideration by the County of San Mateo to reposition the present facility.

SOM shall provide the following services:

- Design Services
  - a. SOM shall prepare 3 options of limited concept design which will include, programming options, space plans indicating public areas, library areas, core/support areas, and amenity spaces.
  - b. Site/Landscape plan, building sections, exterior wall façade concepts, parking layout plans, parking and area calculations, and review of cost estimates.
- Basic Services
  - a. Programming/Architecture
  - b. Landscape
- Additional Services

a. Any and all additional services will be owner authorized and in writing. Contractor will provide separate proposals for any changes requested by County. Approved additional services will be issued as contract amendments.

#### 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:

Proposed Work Plan / Fee

Position	Name	Effort for 2 wks.	1	2	Total	Fee		
Principal	Steve Sobel	Р	2	2	4	\$1,750		
Principal	Javier Arizmendi	Р	8	8	16	\$7,000		
Principal	Francesca Oliveira	Р	8	8	16	\$7,000		
Associate Principal	Enrique Acosta	AP	24	24	48	\$11,760		
Architect TBD		С	10	10	20	\$2,170		
					104	\$29,680		

County shall pay Contractor within 30 days upon receipt of an approved invoice delivered to the Project Development Unit Accounting Department, identifying the Agreement number, location of work, specific work completed, and breakdown of charges.

The approved total not-to-exceed amount shall be TWENTY-NINE THOUSAND SIX HUNDRED EIGHTY DOLLARS AND NO CENTS (\$29,680.00) over the term of this agreement.

Invoices are to be submitted to:

pdu\_invoices@smcgov.org

Project Development Unit

555 County Center, 2<sup>nd</sup> Floor

Redwood City, CA 94063

#### **Waiver Request Memo**

То:	Adam Ely, Project D	Development Unit Director
From:	Daniel Griffiths	DG

The primary purpose for establishing a contractor selection process is to ensure that the County receives the best value in obtaining services. The determination of "best value" is not based solely on price or the highest quality. It involves a subjective weighing of efficiency, quality and economy, and a recommendation as to how the services might best be provided. Another purpose is to ensure that all qualified contractors are given an opportunity to be considered for providing services to the County.

#### The following waiver and/or modification is requested:

# to enter into or amend a contract with SOM for North Fair Oaks Library Study in the amount of \$39,000

This waiver and/or modification is necessary and in the best interest of the County for the following reason(s):

Necessary in order to respond to an emergency

Sole Source <sup>(1)</sup>

No compliant contractors are capable of providing the goods/service

Inconsistent with a grant, subvention or agreement with a public agency

Is part of a Cooperative or Joint Purchasing Agreement

🗌 Other

Detailed explanation of the reason(s) checked above: SOM was asked to conduct a very limited scope for the North Fair Oaks Library project.

Х	Approved
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<u>llam Ely</u> Department Head Signature 18-Jul-2022 | 15:44 PDT

Date

<sup>(1)</sup> A sole source provider is one in which <u>no other providers offer the services</u> requested, or in those instances in which the request for services results in only one qualified contractor responding. A sole source provider is <u>not</u> a contractor that is selected as a result of a departments familiarity with the contractor or because the contractor has provided similar services in the past.

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