AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND HAMMEL, GREEN AND ABRAHAMSON, INC.

THIS AGREEMENT, entered into this	day of	, 20	_, by
and between the COUNTY OF SAN MATEO,	hereinafter called "Cou	nty," and HAMM	EL,
GREEN AND ABRAHAMSON, INC., hereina	after called "Contractor"	1.	

WITNESSETH:

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

WHEREAS, it is necessary and desirable that Contractor be retained to render "on-call" architectural consulting services.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services and Payments

Exhibit B—Professional Schedule of Fees

Exhibit IP – Intellectual Property

Attachment I—§ 504 Compliance

Attachment II – Non Collusion

Contractors Declaration

2. Services to be Performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed \$300,000 (three hundred thousand dollars).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 6, 2013 through August 5, 2016. This Agreement may be terminated by Contractor, the Director of Public Works or his/her designee at any time without a requirement of good cause upon thirty days written notice to the other party. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

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

6. 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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

To the fullest extent provided under California Civil Code Section 2782.8, the Contractor shall indemnify, including the duty and cost to defend, and hold harmless the County, and its respective officers, agents, servants and employees from and against all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof 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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work, or be required to commence work under this Agreement, unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates

shall specify or be endorsed to provide that thirty days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) Worker's Compensation and Employer's Liability Insurance The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) <u>Liability Insurance</u> The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

	Comprehensive General Liability	
) (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 the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy; and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

10. Compliance with Laws, Payment of Permits/Licenses

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, and

the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap 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 State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor 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.

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

11. Non-Discrimination and Other Requirements

- A. Section 504 applies only to Contractors who are providing services to members of the public. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.
- B. General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age, national origin, medical condition, physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. 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 of San Mateo upon request.
- D. Violation of Non-discrimination provisions. 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
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - 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 examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

- (a) Contractor shall maintain all required records for three years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- (b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.
- (c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. 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. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when transmitted via electronic mail, facsimile, or the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

To County:

James C. Porter
Director of Public Works
County of San Mateo
555 County Center - Fifth Floor
Redwood City, CA 94065
jporter@smcgov.org
(650) 361 8227

To Contractor:

Mark Tiscornia
Principal
Hammel, Green and Abrahamson, Inc.
170 Maiden Lane, Fifth Floor
San Francisco, CA 94108
MTiscornia@HGA.com
(415) 814-6936

In the event that facsimile or electronic transmissions are not possible, notice shall be given by United States mail and/or an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

	By:President, Board of Supervisors
ATTEST:	Date:
By: Clerk of Said Board	

CONTRACTOR

Title: ASSOCIATE VICE PRESIDENT

Date: JVLY 25, 2013

Exhibit A

I. Description of Services to be Performed by the Contractor

Contractor shall provide professional architectural services to the County's Department of Public Works for projects with a focus on additions, remodels or alterations to existing facilities, including but not limited to health care centers and clinics subject to OSHPD jurisdiction, associated maintenance and support buildings, and site work. Services will include but not be limited to: site evaluation, conceptual, schematic and design development, investigation of existing conditions, peer reviews, space planning and implementation of space standards, cost analysis and estimates, construction observation and administration, reports, and coordination with applicable local, state and federal jurisdictions, as well as assisting in regulatory permit acquisition for a variety of projects within the County.

II. Amount and Method of Payment

Contractor shall be entitled to payments in consideration for work performed per above, and based on those professional fees set forth in Exhibit B. Separate and individual "not-to-exceed" cost proposals may be requested from Contractor during the term of the Agreement. If found acceptable by the Department as to scope, cost and delivery schedule, Work Orders will be issued, as needed and at the Department's sole discretion, for each individual project. Invoice(s) may be submitted by Contractor according to progress achieved and recognized by the Department, for payment by the County thirty working days from date of receipt, absent errors and/or corrections as may be found upon review of invoice(s).

III. Notice to Proceed

Upon acceptance of individual cost proposal(s) Contractor shall commence work upon receipt of a Work Order Authorization - Notice to Proceed issued by County, establishing Not-to-Exceed cost, work duration and/or completion date.

IV. Expenses

Reasonable and necessary expenses related to the services performed and actually incurred shall be reimbursed at cost upon submission of an expense report and backup documentation.

V. Changes in Work

The Director of Public Works or his designated representative may order changes, in writing, to the scope or character of work which are mutually acceptable, either decreasing or increasing the amount and duration of individual Work Orders. However, the aggregate dollar amount of Work Orders issued during the term of the Agreement may not exceed the total value of the Agreement without express consent of the County's Board of Supervisors.

Exhibit B Professional Schedule of Fees

(Contractor to insert table of professional categories with corresponding hourly rates)

County of San Mateo Architectural Services - Hospital Facilities 2013 HGA HOURLY RATES			
Professional Category	Staff Name	Но	urly Rate
Principal	Mark Tiscornia	\$	230.00
Principal	Fred Sherman	\$	230.00
Process Improvement Specialist / Brent Peterson \$ 2: Lean Work Flow Operations Manager			
Senior Structural Engineer	Brent Forslin	\$	220.00
Senior Architect	Kenneth Bishop	\$	220.00
Senior Medical Planner	Vince Avallone	\$	220.00
Senior Designer	Kevin Day	\$	195.00
Project Manager	Andy Adams	\$	195.00
Project Manager	Gabrielle Saponara	\$	195.00
Medical Planner	Bill Whipple	\$	175.00
Cost Estimator	Joe Tarlizzo	\$	175.00
Architect	Demetrios Kanakis	\$	165.00
Project Manager	Sujendra Mishra	\$	155.00
Architect	Nilpa Jhaveri	\$	135.00
Project Coordinator	Katie Walsh	\$	115.00
Technical Support	Matt Zobel	\$	90.00
Technical Support	Kirsten Borg	\$	90.00

Exhibit IP – Intellectual Property Rights

- 1. Upon payment of all amounts due under this Contract, the County of San Mateo ("County"), shall 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 created pursuant to this Contract. "Work Products" does not include Contractor's pre-existing intellectual property such as standard details and specifications, or third-party intellectual property licensed to Contractor. Contractor's pre-existing intellectual property is hereby licensed to County on a non-exclusive, royalty-free basis.
- 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 Exhibit 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.
- 7. If County uses the Work Products or Contractor's pre-existing intellectual property without Contractor's involvement, County shall remove the Contractor's seals, certifications and identification from the Work Product and hereby releases the Contractor and Contractor's consultant(s) from all claims and causes of action arising from such uses.

ATTACHMENT I

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

The undersigned (hereinafter called the "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.
Name of 504 Person - Type or Print
HALLIE, GREW AND ARRHAMMON, INC. Name of Contractor(s) - Type or Print
Street Address or P.O. Box
City, State, Zip Code Code City Code
I certify that the above information is complete and correct to the best of my knowledge. Signature
ASSOCIATE VICE PRESIDENT Title of Authorized Official
JULY 25, 2013
*Exception: DHHS regulations state that:

[&]quot;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 II

NONCOLLUSION DECLARATION

(To Be Executed By Bidder and Submitted With Bid)

Project: (Anconocanal SERVICES, HOSPITAL PACINITIES)

The undersigned declares

I am the Associate vice President of thurs, Gast, reasonance, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

July 25	date, at Sw FANCISCS_	_city, _GUFOUNA	_state."
Mt	· · · · · · · · · · · · · · · · · · ·	ASIONME VICE PNESIS) 4 7
Signature		Title	

County of San Mateo

Contractor's Declaration Form

. <i>CO</i>	ONTRACTOR	R INFORM	ATION				
Cont	ractor Name:	HAMMEL	Grew.	ATO ABOY	MUSON INC	Phone:	4.5-814-6936
Co	ntact Person:	MANK	. TISCHZ	MIA	\$25	Fax:	415-962-2598
	Address:) lossue		Number	of employees:
		340	FJV3-CI3	60, Ch	77106		101
. EG Contraction		ITS (check of tracts in ex	one or more cess of \$5,	boxes) 000 must t	reat spouses	and dome	stic partners equally as to employee
IV/	Contractor c	omplies wi	th the Cou	nty's Equa	l Benefits Or	dinance b	<i>y</i> :
3	offerin	ng equal be	enefits to er	nployees w	ith spouses o	and emplo	yees with domestic partners.
	195						ieu of equal benefits.
_	Contractor a						
,	Contractor is	s exempt fr	om this red	guirement b	ecause:		
4	Contractor is exempt from this requirement because: Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5 or less.						
					argaining ag fits when sa		hat began on (date) and expires on ent expires.
II. NC	ON-DISCRIMI	NATION (check app	ropriate bo	ox)		
Γ	Employment	Opportuni	ity Commis	sion, Fair	Employment	and Hous	within the past year by the Equal ring Commission, or other investigative s) or remedy for the discrimination.
	No finding o Employment	f discrimin Opportuni	ation has b ity Commis	oeen issued sion, Fair	in the past y Employment	vear again and Hous	st the Contractor by the Equal sing Commission, or any other entity.
V. EN	APLOYEE JUI	RY SERVIC	E (check o	ne or more	boxes)		
Contra	ctors with orig	ginal or am	ended con	tracts in ex	cess of \$100	,000 must ys regular	have and adhere to a written policy that pay for actual jury service in the County.
	Contractor comp Contractor doe						2 Ordinance.
	Contractor is e	exempt from	n this requ	irement be	cause:		
Ī	-	tract is for					
Γ	– Contrac (date), c	ctor is a par and intends	rty to a col to comply	lective bar, when the c	gaining agre collective ba	eement tha rgaining a	nt began on (date) and expires on egreement expires.
	- Contrac	ctor has no	employees	S.			
Г	_ Contrac	ctor has no	employees	who live i	n San Mateo	County.	
' decla correc	are under pe ct, and that I	nalty of pe	erjury und rized to b	ler the law ind this en	s of the Sta etity contra	ctually.	ifornia that the foregoing is true and
Signati	ure PI	Ii.				Name	MANK TISCORMA ESOCIATE VICE PRESIDEN
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Date

Title