

**THIS AGREEMENT**, made and entered into this 26<sup>th</sup> day of February 2019, by and between the County of San Mateo, State of California, hereinafter called the "County" and Fall Creek Engineering, Inc., hereinafter called the "Contractor."

**W I T N E S S E T H:**

**THAT**, for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**I.     Services to be performed by Contractor:** The Contractor will at its own proper cost and expense, do all the work and furnish all the labor, materials, equipment and utilities necessary to perform and complete in good workmanlike and substantial manner, and to the satisfaction of the Director of Parks of the County of San Mateo, for the project

On-Call Civil Engineering Services  
Within San Mateo County Parks  
**Agreement No.** \_\_\_\_\_

and all in strict accordance with Exhibit "A" attached and on file in the office of the Director of Parks, which said Exhibit "A" is hereby specifically referred to and by such reference made a part thereto.

**II.     Payments:** The Contractor will receive and accept and the County will pay the prices specified in Exhibit "A", attached to this Agreement and on file in the office of the Director of Parks of the County of San Mateo and by reference made a part of this Agreement, as full compensation for furnishing all labor, materials and equipment for doing all the work contemplated and embraced in this Agreement; the Contractor assumes any and all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County, and for all risks of every description connected with

the work, and also assumes any and all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and to Exhibit "A". The Contractor shall guarantee all materials and workmanship for a period of one (1) year from date of acceptance of the project by the Director of Parks. Any defects due to faulty materials, method of installation or workmanship within that period shall be repaired by the Contractor promptly upon notice by the County, at the expense of the Contractor.

Payment to the Contractor shall be made progressively by the County for the work and materials furnished under this Agreement in accordance with the provisions of Section 9 of the Standard Specifications.

**III. Term:** Time is of the essence in the Agreement. Subject to compliance with all terms and conditions, the Term of this Agreement shall be from February 26, 2019, through February 25, 2022.

**IV. Merger Clause:** This Agreement, together with Exhibit "A": by this reference become as fully a part of the Contract as if hereto attached or herein set forth in full. The Standard Specifications of the County of San Mateo, State of California, which are identical with the Standard Specifications of the State of California, Business, Transportation, and Housing Agency, Department of Transportation, dated May 2006, and are on file with the County Manager / Clerk of the Board, County of San Mateo, are incorporated herein by reference as a part of the Contract documents and shall apply to this project except where the terms of this Agreement or other Contract documents are inconsistent therewith, in which case the provisions of this Contract shall prevail.

V.     **Insurance:** The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained. The Contractor shall furnish 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 Contract. Certificates of Insurance shall be filed with the County within **TEN (10) WORKING DAYS** after award of the contract. These certificates shall specify or be endorsed to provide that **THIRTY (30) CALENDAR DAYS'** notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modifications of the policy.

A.     **Worker's Compensation and Employer's Liability Insurance**

The Contractor shall have in effect during the entire life of this Contract, Worker's Compensation and Employer's Liability Insurance providing full statutory coverage; and in case any work is sublet, the Contractor shall require all subcontractors similarly to provide Worker's Compensation and Employer's Liability Insurance to full statutory limits. In signing this Contract, the Contractor makes the following certifications, required by Section 1861 of the Labor Code:

"I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this Contract."

**B. Liability Insurance**

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her and any sub-contractor performing work covered by this Contract, from claims for damages for bodily injury, including accidental death, as well as from claims for property damage including third party property damage, to include coverage on property in the care, custody and control of the Contractor, and also including coverage for what are commonly known as the "X, C and U" exclusions (having to do with blasting, collapse and underground property damage), which may arise from the Contractor's operations under this Contract, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be **ONE MILLION DOLLARS (\$1,000,000)** combined single bodily injury and property damage for each occurrence. The County of San Mateo, their officers, agents, servants and employees, shall be named as additional insureds on any such policies of insurance, which shall also contain a provision stating that the insurance afforded thereby to the County of San Mateo, their officers, agents, servants, and employees, shall be primary insurance to the full limits of liability of the policy, and that if the County of San Mateo, or their officers and employees, have other insurance against a loss covered by such policy,

such other insurance shall be excess insurance only.

**Such statements, mentioned above, shall be included on a separate endorsement to be submitted to the County with the Certificate of Insurance.**

**Such insurance shall include:**

- 1) Comprehensive General Liability..... \$1,000,000**
- 2) Motor Vehicle Liability Insurance..... \$1,000,000**
- 3) Professional Liability..... \$1,000,000**

**C.** In case of the breach of any provision of this Article, the County, at its option, may take out and maintain at the expense of the Contractor, or sub-contractor, such insurance as the County may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due, or become due, to the Contractor, under this Contract.

**D.** Hold Harmless

The Contractor's attention is directed to Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

The provisions contained in Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications of the State of California, Department of Transportation, shall be applicable with the understanding that where said provisions specifically refer to the State of California, a department or division of the State or an official, officer or employee of the State, said provision shall be interpreted to refer to the County of San Mateo, and all

officers and employees thereof connected with the work, including but not limited to the Director of Parks, their duly authorized representatives, other appropriate department, division, official, officer or employee of the County of San Mateo .

The provisions of Section 7-1.12A, “Indemnification,” of the Standard Specifications are superseded by the following:

“To the full extent permitted by law, Contractor shall indemnify and save harmless the County, its officers, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of:

- i. Injuries to or death of any person, including Contractor, its officers, employees and servants, or
- ii. Damage to any property of any kind whatsoever and to whomsoever belonging, or
- iii. Any sanctions, penalties or claims of damages resulting from Contractor’s failure to comply with applicable laws, or
- iv. Any other loss or cost resulting from the contractor’s negligent or reckless acts or omissions or willful misconduct in connection with the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damages for which the County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend, as set forth In Section 2778 of the California Civil Code.

The obligations set forth in this Section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.”

**E. Compensation**

All insurance required by the paragraphs of this section shall be obtained and maintained by the Contractor at his own expense and County shall not compensate Contractor for said insurance expenses other than as they are included in the Contract prices the County pays for the various items of work.

Nothing herein contained shall be construed as limiting in anyway the extent to which the Contractor may be held responsible for payments of damages resulting from his operation.

**VI. Prevailing Wage:** Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Parks, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**VII. California Labor Code:** The Contractor expressly covenants and agrees to comply with all the provisions of the Labor Code of the State of California. Any labor on public works over eight (8) hours during any one calendar day, and forty (40) hours in any one calendar week, shall comply with California overtime laws. Contractor agrees to the payment of not less than the prevailing wage rates, when applicable, and further agrees to the forfeitures provided for in said Labor Code and as set forth in Section 7, “Legal Relations and Responsibility,” of the Standard Specifications and all amendments thereto, in the event of a violation of any of the provisions thereof during the course of execution of this Contract.

The Contractor expressly agrees to be responsible for compliance with all the provisions of Sections 1771, 1771.4, 1774-1776, 1777.5, 1813, 1815, and 1860 of the California Labor Code. Additionally, in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation to his or her employees.

**VIII. Non-Discrimination and Other Requirements:**

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

**B. Equal Employment Opportunity:** Contractor shall ensure equal employment



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

- C.**     Section 504 of the Rehabilitation Act of 1973: Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D.**     Compliance with County's Equal Benefits Ordinance: Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.
- E.**     Discrimination Against Individuals with Disabilities: The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative

action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

- F. History of Discrimination:** Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.
- G. Reporting; Violation of Non-discrimination Provisions:** Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled “Compliance with Laws”. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified

Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

1. Termination of this Agreement;
2. Disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
3. Liquidated damages of \$2,500 per violation; and/or
4. Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

**IX. Compliance with County Employee Jury Service Ordinance:**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide

that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section 16 is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**X.        Termination of Agreement:** The Contract may be terminated by the County in the event the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his sub-contractors should violate any of the provisions of the Contract, or if he should persistently or repeatedly refuse, or should fail, except in cases where extension of time is provided, to furnish enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors, or for materials or labor, or persistently disregard laws, ordinances, or the instructions of the County. In the event of any of the foregoing conditions, the County is authorized and directed to serve written notice upon the

Contractor and his Surety of its intention to terminate the Contract, such notice to contain the reasons for action and unless within **TWO (2) CALENDAR DAYS** after serving of such notice such conditions shall be remedied and satisfactory arrangements for continuation be made, the Contract shall, upon expiration of **TWO (2) CALENDAR DAYS**, cease and terminate. In the event of any such termination, the County may take over the work and prosecute the same to completion by Contract or by any other method he may deem advisable, and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the County for any excess cost occasioned thereby, and in such event, the County may without liability to so doing take possession of and utilize such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work, and necessary therefore. In such cases, the Contractor shall not be entitled to receive any further payment until the work is completed.

The County Purchasing Agent may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. 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. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. 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.

This Agreement is subject to termination as provided by Section 4410 and Section 4411 of the Government Code of the State of California, being portions of the Emergency Termination of Public Contracts Act of 1949. In the event that the Contract is terminated pursuant to said sections, compensation to the Contractor shall be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the work for which there is a separate Agreement price, the Agreement price shall control.

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

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

**XII.      Assignability:** Neither party to the Agreement shall assign the Agreement or sublet it as a whole without written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. The Contractor shall neither mortgage nor convey title to equipment or material to be used in this work, without the written permission of the County.

**XIII.      Contract Materials:** The County hereby promises and agrees with the said Contractor to employ and does hereby employ the said Contractor to provide the materials, unless otherwise specified, and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth, and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**XIV.      Retention of Records; Right to Monitor and Audit:**

1. 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.
2. Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by

County.

3. 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.

**XV.** In no event, shall the compensation paid to Contractor by County under this Agreement exceed the amount of **\$300,000.00 (THREE HUNDRED THOUSAND DOLLARS)** unless approved by the Director of Parks pursuant to a written amendment or supplemental agreement.

**XVI. Construction Claims:** The Contractor is hereby notified of Section 9204 and Section 20104 et seq. of the Public Contract Code as those Sections (attached hereto as Exhibit B) relates to the resolution of construction claims and to Section 3186 of the Civil Code, as amended January 1, 1999 with regard to stop notices and public entity's rights to retain monies in order to provide for that entity's reasonable cost of litigation. The Contractor is further notified that all provisions of Sections 9204 et seq. and 20104 et seq. of the Public Contract Code and Section 3186 of the Civil Code, as outlined above, shall be considered as incorporated into and become integral part of this contract.



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

For Contractor: Fall Creek Engineering, Inc.

<u>Peter Haase</u>	<u>02/20/2019</u>	<u>Peter Haase</u>
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”

## **I. Detailed description of services to be performed by Contractor:**

### Civil Engineering – Scope of Work

Contractor may be asked to provide a variety of services, including, but not limited to:

- Development of plans, specifications, and estimates for paved and/or rocked multi-modal commuter and recreational trails, with consideration given to drainage, American’s with Disabilities Act requirements, and potential unstable geology and erosion;
- Development of plans, specifications, and estimates for the installation of prefabricated structures, with consideration given to potential unstable geology and erosion and utility placement;
- Development of design plans, specifications, and estimates for the installation of new utilities or replacement of existing utilities including water distribution lines, wastewater collection systems, electrical systems, and septic systems;
- Development of plans, specifications, and estimates for paved and/or rocked roads, fire trails, drive aisles, and parking lots, with consideration given to varying weather conditions, soil types, erosion, and uses;
- Perform field surveys and investigations, including, but not limited to, field visits to verify utility locations and potholing to determine utility depths;
- Preparation of quantity calculations, pavement designs, structural calculations, and other tasks needed to support project design;
- Coordination with utility providers and agencies to resolve utility conflicts;
- Process plans through regulatory agencies, such as the Army Corps of Engineers, California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, Regional Water Quality Control Board, California Department of Transportation, California Coastal Commission, County Planning and Building Department, and any other agencies;

- Attend pre-construction meetings as necessary and provide construction support for questions that arise during project construction, including reviewing submittals and plans, specifications, and estimates and receiving and responding to Request for Information;
- Review Storm Water Pollution Prevention Plans and requirements (SWPPP) for the Regional Water Quality Control Board C.6 Requirements;
- Provide peer review and value engineering of project designs;
- Designing Low Impact Development (LID) Improvements; and
- Other general tasks normally performed by licensed civil engineers.

All designs shall be prepared in accordance with applicable standards, utility provider and agency requirements, and industry best practices.

Upon receipt of a task order outlining the requested scope of services, Contractor shall, within one business week, provide Department with a cost estimate and project schedule. Once the Department has approved, in writing, the fee for services and project schedule, Contractor shall schedule and coordinate a project kick-off meeting. In emergency situations, Contractor may be asked to provide cost estimates and project schedules in less than one business week.

If deemed necessary, in the sole discretion of the Department, Contractor maybe required to contract with sub-consultant(s) for supportive services. Should Contractor be required to contract with sub-consultant(s) for supportive services, all sub-consultant(s) shall satisfy all County contracting standards, requirements, best practices, and regulations.

**FCE HOURLY RATES – FIRST 36 MONTHS**

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Principal Engineer	\$224
Project Manager	\$202
Senior Engineer	\$190
Associate Engineer	\$160
Drafting	\$128
Technician	\$122
Administrative	\$ 90

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**FCE HOURLY RATES – OPTIONAL 24 MONTH EXTENSION**

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Principal Engineer	\$238
Project Manager	\$214
Senior Engineer	\$200
Associate Engineer	\$170
Drafting	\$136
Technician	\$130
Administrative	\$ 95

**DIRECT EXPENSE**

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Charges for outside services or equipment not furnished directly by Fall Creek Engineering will be billed at rates negotiated for the specific project prior to beginning services. Such charges may include but are not limited to: reproductions, shipping, sub-consultants, special fees or permits. Mileage will be charged at the prevailing IRS rate per mile.

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**JLJA HOURLY RATES – FIRST 36 MONTHS**

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President	\$225
Senior Associate	\$140
Landscape Architect	\$130
Designer/Project Manager	\$120
Draftsperson	\$110
Design Assistant	\$ 95
Clerical/Office Administrator	\$ 80

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**JLJA HOURLY RATES – OPTIONAL 24 MONTH EXTENSION**

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President	\$230
Senior Associate	\$145
Landscape Architect	\$135
Designer/Project Manager	\$125
Draftsperson	\$115
Design Assistant	\$100
Clerical/Office Administrator	\$ 85

**II. Amount and Method of Payment:**

Payment will be made within 30 days of receipt in our Accounting Department of a written itemized invoice identifying the Agreement Number, complete scope of work, specific work complete, location of work, and breakdown of charges. Payments will be made only once for each location listed on Exhibit "A", once the work is completed and the County is properly invoiced. Invoices should be sent out monthly.

In any event, the total payment for services of Contractor shall not exceed **\$300,000.00**, and the County shall have the right to withhold payment if the County determines that the quantity and/or

quality of the work performed is unacceptable.

By signing this Agreement the Contractor acknowledges that they are registered as a Public Works Contractor on the [www.dir.ca.gov](http://www.dir.ca.gov) website.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

### **III. Notice to Proceed**

Contractor shall commence work upon receipt of a Notice to Proceed establishing start date, work duration, and completion date.

### **IV. Changes in Work**

The Director of Parks or its 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 Contractor's services. In the event that such changes are ordered, Contractor shall be entitled to compensation of all work previously directed by County and performed by Contractor prior to receipt of notice of change.

## ATTACHMENT I

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

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

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

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

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

Name of 504 Person:

Peter Haase

Name of Contractor(s):

Fall Creek Engineering

Street Address or P.O. Box:

1525 Seabright Ave

City, State, Zip Code:

Santa Cruz CA 95062

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

Signature:

C. Miller on behalf of Peter Haase

Title of Authorized Official:

Office Manager / President

Date:

Feb 20, 2019

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

## **Attachment IP**

### **Intellectual Property Rights**

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