

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MCK AMERICAS, INC.

This Agreement is entered into this **8th day of October 2019**, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and **MCK Americas, Inc.**, hereinafter called "Contractor".

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of On-Call Construction Management Services for General Facilities

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

Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment H—HIPAA Business Associate Requirements
Attachment I—§ 504 Compliance
Attachment IP – Intellectual Property

1. Services to be performed by Contractor

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

2. 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 **Six Hundred Thousand Dollars (\$600,000.00)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **October 8, 2019**, through **October 10, 2022**.

4. Termination

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

payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

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

5. Contract Materials

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

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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. 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:

- (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 duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty

to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

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

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

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

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

8. 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. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved

by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

i. Comprehensive General Liability...	\$1,000,000
ii. Motor Vehicle Liability Insurance...	\$1,000,000
iii. Professional Liability.....	\$1,000,000

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

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

10. Compliance With Laws

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

and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

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

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. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been

issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting: Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

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

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 if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

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. Notices

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

In the case of County, to:

Name/Title: James C. Porter/ Director of Public Works
Address: 555 County Center, 5th Floor, Redwood City, Ca. 94063
Telephone: 650-363-4100
Facsimile: 650-361-8221
Email: jporter@smcgov.org

In the case of Contractor, to:

Name/Title: Brendan McDevitt, CEO/ President
Address: 150 Executive Park Blvd, Suite 2150
Telephone: San Francisco, Ca. 94134
Facsimile: 415-656-3264
Email: bmcdevitt@mckinc.net

17. Electronic Signature

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

18. Payment of Permits/Licenses

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

* * *

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:



Contractor Signature

9/25/19

Date

BRENDAN McDEVITT

Contractor Name (please print)

For County

President of the Board of Supervisors
County of San Mateo

Date

(please print)

President of the Board of Supervisors

County of San Mateo

Construction Management Services General Facilities

EXHIBIT A - SERVICES

Services include but are not limited to: Professional construction project management services for projects with a focus on new construction, infrastructure and ground-up projects, additions, remodels and/or alterations to existing facilities, including but not limited to: office buildings, court facilities, health care centers and clinics subject to OSHPD jurisdiction, detention centers, maintenance buildings, and site work. Typical projects can be found on the County's website "Projects Out to Bid". Actual projects using these services and the number of staff required is to be determined. Under the direction of DPW, consulting firm will work with various countywide departments' staff (the "clients"), as well as consultants in the various design and construction disciplines, and those agencies having jurisdiction over a given project. In many instances, the construction project manager will act as the DPW's owner-representative in meetings, conferences and presentations, and report to DPW as required.

Services shall include construction project management that covers the full spectrum ("cradle-to-grave") of a project, including owner representation, assistance, support and/or recommendations pertaining to preliminary studies and programming; due diligence, project schedule development and management using MS Project, data gathering and analysis; consultant selection, design input and review, cost estimating; construction delivery and means-and-methods, permit requirements and approval process(es); bid solicitation process; observation of onsite construction progress and reporting, ongoing project development and financial oversight, invoicing and disbursements, clarifications and changes in the work; close-out packages, updating as-built drawings, and warranty issues.

The County's DPW may request from the consulting firm any and all of the above tasks, according to the nature of the project assigned. The firm must be so staffed as to render these services expeditiously upon request.

ANTICIPATED SERVICES

This Agreement comprehensively covers services that can be defined as construction management. The services may include, but are not limited to, some or all of the following services:

➤ Design Services

- Cost estimates (hard and soft costs)
- Value engineering
- Review of building systems
- Formal constructability review
- Consideration of life cycle costs

➤ Bidding assistance

- Stimulate subcontractor bid interest
- Pre-qualify / Qualify bidders, including evaluation of bonds, insurance coverage and financial capability
- Clarify scope of each trade
- Assistance with possible pre-purchase of long lead materials
- Assist in the conduct of pre-bid and pre-construction meetings

➤ Construction and inspection services

- Work with Owner, Architect, and Contractors to clearly define roles and responsibilities during construction and develop a construction management plan.
- Coordinate the work of the contractor without interfering in the progress of the project and make them a part of the project team.
- Chair and conduct meetings with Owner, Architect, and Contractor and produce minutes from each meeting. Assure that the project is on schedule and if not, develop recovery plans with Contractor.
- Establish notification procedures for any shutdowns of utilities for the progress of the work.
- Coordinate the testing and inspection of the project and review test reports and make recommendations as necessary.
- Coordinate the activities of the multiple contractors between projects to assure that they are not interfering with each other.
- Produce monthly cost reports to monitor the current and project final costs of the project. Prepare cash flow projections as needed.
- Provide administrative assistance to manage the filing systems, meeting minutes and the office.
- Develop and maintain correspondence logs.
- Review and make recommendations on change order requests from the contractors. In particular determine if the requests are legitimate.
- Review any Owner or design team document changes and prepare cost estimates for each.
- Maintain a change order log reflecting the status of each change order and the total cost of changes.
- Develop and maintain submittal and shop drawing logs. Review both as they are received before transmittal to the design teams to assure that they are complete and accurate.
- Develop and maintain a Request For Information (RFI) logs. Coordinate and track responses with the design teams.
- Produce weekly management report summary defining the progress of the work including change orders, RFI's, submittals, schedule and potential claims. Produce a more detailed monthly report of the same items.
- Review the monthly payment requests for completeness and accuracy including proper payroll documentation and lien releases are in order and make recommendation for payment to Owner.
- Monitor the construction schedule provided by the contractors.
- Provide progress photos and video taping of the project on a regular basis.
- Review any potential claims. If any are received, review them and make recommendations.
- Field inspection to evaluate work in progress to confirm that it conforms to the contract documents.
County seeks generalist inspection skills related to building systems such as mechanical, electrical, plumbing and telecommunications. County also would like the Construction Manager to satisfy the inspection requirements for essential service facility rating of the buildings.
- Schedule City, County and special inspections.
- Work with all local and government agencies to keep them informed of the progress of the project.
Meet with them as required.
- Monitor the contractors' safety program.
- Prepare in conjunction with the design team and Owner all punch lists.
- Monitor the completion of the punch lists by the contractors.

- Coordinate and receive all close-out items including as-built drawings, operation and maintenance manuals, and warranties as required.
- Assist with resolving all contract issues, warranties, bonds, etc. at closeout of project.
- Prepare a final close out report with recommendation as to final payment, notice of completion, and file system for retrieval of closeout documentation.
- Assist the County with obtaining occupancy permit.
- Assist with commissioning the building and owner training if desired.

The County will seek a proposal from the firm on the scope of work. Upon acceptance of a firm's proposal, the County will execute individual task orders. No work shall be performed prior to the issuance of a Task Order.

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:

SEE ATTACHED PROFESSIONAL SERVICE RATES FOR FEES

All services to be billed on a time and material basis, in accordance with billing rates attached herein.

Any modifications to the billing rates schedule shall be provided to the County 60 days prior to implementation and approved by the County in advance of billing any changes in rates.

Reimbursement Requirements:

All reimbursements are on an actual cost basis without mark-up, unless otherwise negotiated with the County prior to the execution of task order. When invoicing for reimbursement costs, detailed back up shall be provided to the County, including detailed material or equipment fees, receipts, hourly rates, time spent on the tasks, and a description of the task ("Detailed Backup"). Use of subconsultants, with required advanced authorization in writing, must also be provided in the "Detail Backup" of invoicing services rendered.

Office overhead is deemed to have been included in the billing rates provided herein within the classifications of the professional rate schedule and cannot be billed separately or additionally. Overhead includes, but is not limited to, accounting functions, office functions, certified payroll compliance, office equipment, phone calls, postage, maintaining books and records, filing, word processing, dictation, office overhead, etc.

Deliverables as specified in the released task orders (scope of work) in hardcopies or electronically are not reimbursable (reports, photos, drawings, etc.), except when additional hardcopies are requested or required.

Contractor will submit invoices according to task order issued. All invoices are to include;

Task No.

Agreement No.

Task Order Budget

Project Name

Project Work Authorization No. (provided by Project Manager)

Addressed to:

Accounting Dept.

Department of Public Works

555 County Office Building 5th Floor

Redwood City, CA 94063

Travel Costs:

There are general guidelines regarding reimbursement rates the Department will apply. The following restrictions should be followed:

- a. Reimbursable expenses shall not include Local Travel, see below for definition.

- b. Travel expenses beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government.
- c. "Local Travel" means travel between a firm's offices and San Mateo County, and travel to any project location within a fifty-mile radius of either the Firm's office or (San Mateo County), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at www.gsa.gov for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expense") are also limited to the listed prices on the website of the U.S. General Services Administration (available online at www.gsa.gov for the term 'CONUS'). Air travel expenses are limited to coach fares and car rental rates are restricted to the mid-level size range or below. Taxi fares, Uber, parking costs, train or subway costs, etc., are reimbursable on an actual cost basis without mark-up and accompanied by a receipt. If there are no air flights involved, rental cars and pay for rides, where allowed are reimbursed at the GSA rate or actual fare costs, whichever is less with receipt.



3.2.A.(7) Price Proposal – Please Refer to Separate Sealed Envelope Marked “PRICE PROPOSAL”

Staff	Off-site Rate	On-site Rate	Home office Rate	Year 2 Increase %	Year 3 Increase %
Sr. Project Manager	\$210/hr	\$210/hr	N/A	1.5%	1.5%
Construction Project Manager	\$185/hr	\$185/hr	N/A	1.5%	1.5%
Project/Office Engineer	\$160/hr	\$160/hr	N/A	1.5%	1.5%
Doc Controls/Admin	\$117/hr	\$117/hr	N/A	1.5%	1.5%
Cost Estimator	\$197/hr	\$193/hr	N/A	1.5%	1.5%
Construction Inspector	\$166/hr	\$165/hr	N/A	1.5%	1.5%
Principal / Owner Rep	\$225/hr	\$225/hr	N/A	1.5%	1.5%
Scheduler	\$200/hr	\$200/hr	N/A	1.5%	1.5%

Above are MCK's billable proposed rates. Based upon need and assignment MCK would evaluate the difference between off-site and on-site rate. We understand some roles may be done in consultative manner but are not clear on what needs would be and if they can even be handled off-site or on at this point. We'd value a conversation to determine what the full narrative and scope of this on-call contract may entail and happy to work with county on most fair solution regarding on and off-site work.