

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
C&S Engineers, Inc.**

THIS AGREEMENT, entered into this 5th day of November, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and C&S Engineers, Inc, hereinafter called "Contractor";

W I T N E S S E T H:

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 for the purpose of providing airport engineering and planning services to include, but not be limited to project planning, design and development, construction management for a variety of Airport and FAA funded projects at the San Carlos and Half Moon Bay Airports. Additional Airport engineering services and projects may include, but are necessarily limited to the following:

(a) Various FAA grant funded Airport Improvement Program (AIP) construction, maintenance, safety and security projects; Airport related design and development services in accordance with applicable FAA guidance; AIP grant administration; Development and maintenance of the Airport 5-year ACIP; Comprehensive project management; Architectural and engineering services as described in Section 1.4.2 of Advisory Circular 150/5100/14E.

(b) Airport land use planning and compliance, Airport master planning, Airport Layout Plan (ALP) updates and narrative reports, FAR Part 77 and TERPS planning and compliance, land acquisitions and releases, AIP grant administration, other planning tasks as may be required.

The above represent general categories of possible type projects. The type and scope of the projects will be specified by the COUNTY as set forth herein.

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payment Rates

Exhibit C---FAA Standard Provisions

Attachment I—§ 504 Compliance

Attachment IP – Intellectual Property

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. 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 Two Million Five Hundred Thousand Dollars (\$2,500,000).

4. Term and Termination

The term of this Agreement shall be for three (3) years from the date of execution of the Agreement by the County. The County, at its sole discretion, may elect to extend term of the Agreement in one (1) year increments for a maximum total term of five (5) years. Said approval to extend the Agreement beyond the initial three year term of the Agreement shall be accomplished by written notification from the Director of Public Works or their designated representative, which notification shall serve as an amendment of this section of the agreement.

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 (30) 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.

In the event Contractor has not completed work under an existing Task Order as described in Exhibit A at the end of the Agreement, County may elect to extend under the same terms of this Agreement for a period of no more than one hundred eighty (180) days after the expiration of this Agreement in order to complete the work specified in the Task Order.

5. Availability of Funds

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon 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.

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

7.1 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.

7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and 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 ("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; (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 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

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.

- (1) **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, (a) that 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) that it will comply with such provisions before commencing the performance of work under this Agreement.

- (2) **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 by 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 amount specified below.

Such insurance shall include:

- | | | |
|-----|---|-------------|
| (a) | Comprehensive General Liability | \$1,000,000 |
| (b) | Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) | Professional Liability. | \$1,000,000 |

County and its officers, agents, employees, and servants shall be named as additional insured on any 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 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 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 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. *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 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. 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.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☐ Contractor complies with Chapter 2.84 by:
 - ☒ offering the same benefits to its employees with spouses and its

employees with domestic partners.

- ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G. *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 the following:

- 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; 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 examine Contractor's employment records with respect to compliance with this Section and/or to set off 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.

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 such 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.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they 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 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."

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records 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 of 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 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 representatives, 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 herein 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 and Venue

The validity of this Agreement and of its terms or provisions, 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 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:

County of San Mateo
Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063

With a copy to:

County of San Mateo
Airports Division
620 Airport Drive – Ste 10
San Carlos, CA 94070

In the case of Contractor, to:

C&S Companies
499 Col. Eileen Collins Blvd
Syracuse, NY, 13212

With a copy to:

C&S Companies
8950 Cal Center Drive – Suite 102
Sacramento, CA 95822

17. Electronic Signature

If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

C&S Companies



Contractor's Signature

Date: 10/29/2019

(Revised 7/1/13)

Exhibit A
Services to be Provided by Contractor

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

SECTION 1. SCOPE OF PROJECT

At COUNTY'S request, the CONTRACTOR shall provide airport engineering services to include, but not be limited to, preliminary studies, topographic surveys, geotechnical studies, project concept development, design and construction management for a variety of Airport and FAA funded projects at San Carlos and Half Moon Bay Airports. The type of airport projects that the consultant may be requested to provide services for could include the following:

(a) Various current and anticipated FAA grant funded Airport Improvement Program (AIP) construction, maintenance, safety and security projects; Airport related design and development services in accordance with applicable FAA guidance; AIP grant administration; Development and maintenance of the Airport 5-year ACIP; Comprehensive project management; Architectural and engineering services as described in Section 1.4.2 of Advisory Circular 150/5100/14E.

The above represent general categories of possible type projects. The type and scope of the projects will be specified by the COUNTY as set forth herein.

SECTION 2. GENERAL REQUIREMENTS

(a) When County identifies a project that would benefit from contractor's services, the **COUNTY** will issue a preliminary task order for each specific project to the **CONTRACTOR**. The **CONTRACTOR** will then propose detailed scope of services, a 'not-to-exceed' fee, and a timetable for completing the proposed project. Once an agreement is reached for a specific project, the **COUNTY** will issue a Final Task Order, herein after called '**Task Order**' for the **CONTRACTOR** to proceed.

(b) **CONTRACTOR'S** work shall begin within ten (10) days after receiving **COUNTY'S** Notice to Proceed.

(c) The **CONTRACTOR** will be responsible to the **COUNTY** in matters pertaining to the contractual obligations, approvals, and interpretations required for this project. The Director of Public Works or the respective designated representative will be the representative of the **COUNTY** for all purposes under this Agreement.

(d) The **CONTRACTOR** as part of the services to be performed, will keep the **COUNTY** apprised at all times of the progress of the work.

(e) The **CONTRACTOR** shall meet with **COUNTY** to develop a time schedule to be prepared and kept up to date by **CONTRACTOR** of the anticipated program to complete services described in this Exhibit and any approved final task orders.

(f) Computer software used by the **CONTRACTOR** to produce the documents required in this Agreement shall be approved by **COUNTY**. During all phases of this Agreement and at the time of final submittal of report, the **CONTRACTOR** shall furnish the **COUNTY** with all electronic media acceptable to the **COUNTY**, in addition to the number of copies specified in the Agreement.

SECTION 3. SERVICES BY CONTRACTOR

The Task Order(s) will be issued by the County to the **CONTRACTOR** and will define a specific project with a scope of work to accomplish said project.

In consideration of payment by **COUNTY** to **CONTRACTOR**, as hereinafter provided, **CONTRACTOR** agrees to perform all contractor services described in the approved Task Order(s) necessary to complete the project.

SECTION 4. GENERAL OBLIGATIONS OF CONTRACTOR

4.1 CONTRACTOR PERSONNEL

The **CONTRACTOR** shall provide the **COUNTY** with resumes of key staff members to be assigned to said project including the project manager and Principal-In-Charge in advance of commencing any contractor services and any approved final task orders. Once the **COUNTY** approves the key staff to be assigned to the project, any substitutions or additions shall be subject to written approval by the **COUNTY**. The **COUNTY** reserves the right to reject any personnel the **CONTRACTOR** proposes for use on the project. Approval of the use of staff from work sites other than the work sites of the staff initially identified to work on said project shall be subject to written approval by the **COUNTY**.

CONTRACTOR represents that it is qualified to furnish the services described under this Agreement. **CONTRACTOR** further declares that one or more members or employees of its firm and that of its subcontractors, if so required by the State, are licensed by the State of California to perform their services and that these services will be performed by them or under their direct supervision. **CONTRACTOR** shall furnish to **COUNTY** for approval, upon execution of this Agreement, a list of all firms or corporations to be employed as subcontractors.

Nothing in this Agreement abrogates the professional responsibilities of the **CONTRACTOR** and/or subcontractors with respect to errors, omissions, or malpractice.

4.3 CORRECTIONS AND/OR REVISIONS

CONTRACTOR shall make and provide to **COUNTY** all necessary corrections and/or revisions to the project analysis when it is determined by the Director of Public Works or his designated representative, that such changes are necessary for the project and are due to oversights, omissions or errors of **CONTRACTOR**.

Payment to **CONTRACTOR** for making any such necessary corrections and/or revisions, addendum, or contract change orders which are determined by the Director of Public Works or the respective designated representative to be due to the oversights, omissions, or errors of the **CONTRACTOR** shall be considered as being included in the Basic Services fee to be paid to **CONTRACTOR** for Basic Services described in this Exhibit and any approved final task orders. It is expressly understood that no additional payment shall be considered or made for these services.

SECTION 5. GENERAL OBLIGATIONS OF COUNTY

(a) **COUNTY** shall be responsible for providing any available data required by the **CONTRACTOR** as stipulated in any approved final task orders.

(b) **COUNTY** shall examine documents submitted by **CONTRACTOR** and shall render comments and direction pertaining thereto promptly (up to two weeks or otherwise upon written agreement by **COUNTY** and **CONTRACTOR**), as stipulated in approved final Task Orders.

SECTION 6. SPECIFICATION OF AMOUNT OF PAYMENT

The PROJECT TOTAL "Not-to-Exceed" amount will be stipulated in each Task Order. Any cost for services deemed necessary by the **COUNTY** for completion of each Task Order shall be authorized in writing prior to proceeding with the work. Billing rates for services provided under this Agreement shall be as set forth on Exhibit "B" attached hereto and by reference made a part of this Agreement.

The "Not to Exceed" amount for each Task Order shall not exceed **\$500,000** unless said amount is authorized to be increased by the County Board of Supervisors. Specific projects that may be assigned to **CONTRACTOR** shall have a Project Total 'Not To Exceed', which shall be stipulated in the Task Order. The sum of individual Task Order fees that may be assigned to the **CONTRACTOR** during the term of this agreement shall not exceed **\$2,500,000** without prior approval by the County Board of Supervisors.

Payments for services performed are due and payable upon completion and approval of each Task Order by the Director of Public Works or the respective designated representative should the project be accomplished within a single billing period.

6.1 METHOD OF PAYMENT

Payment shall be made by **COUNTY** only for services rendered and upon submission of invoice after approval of each Task Order should the project be accomplished within a single billing period. Partial progress payment for items accomplished within each Task Order shall be made by **COUNTY** upon submission of detailed invoices in a format approved by **COUNTY** and approval of the completion of items identified in the Task Order.

6.2 PAYMENT UPON SUSPENSION, ABANDONMENT OF PROJECT, OR TERMINATION OF AGREEMENT

If any Task Order is suspended for more than thirty (30) calendar days, or abandoned in all or in part, **CONTRACTOR** shall be paid for its services performed prior to receipt of thirty (30) days written notice from **COUNTY** of such suspension or abandonment, together with reimbursable expenses then due. In the event that the **COUNTY** abandons any Final Task Order the **COUNTY** may specifically authorize additional work necessary to properly close out the project to **COUNTY'S** satisfaction.

If this Agreement or any Task Order is suspended or terminated due to fault of **CONTRACTOR**, **COUNTY** shall be obligated to compensate **CONTRACTOR** only for that portion of **CONTRACTOR'S** services that were satisfactorily performed.

6.3 PERFORMANCE OF SERVICES IF CONTRACTOR IS NOT DILIGENT IN PERFORMING WORK

If, in the sole discretion of the County Director of Public Works or the Director's designee, **CONTRACTOR** is not diligent in pursuing the designated services as specified in each Task Order, the Director of Public Works or the respective designated representative may, at his option, seven (7) days after written notice to **CONTRACTOR**, perform any such designated services or retain a different contractor to do the same, and the cost associated with having said work completed by a means other than the **CONTRACTOR** will be retained from any sums not yet paid to the **CONTRACTOR**.

SECTION 7. PROGRESS AND COMPLETION

7.1 Notice To Proceed

The Notice to Proceed for each Task Order shall be a letter, or similar instrument, signed by the Director of Public Works or the respective designated representative, and shall be labeled "Notice to Proceed". Such "Notice to Proceed" shall contain a reference to the work authorized by said Notice.

7.2 Time of Completion of each Task

CONTRACTOR agrees to perform the contractor services for the type of projects generally described in this Exhibit and described specifically by a Task Order within the time limits set forth in the project schedule required by Section 2 (e) of this Appendix. Any change in the scope of services as outlined in the Task Order will require a revised time table.

COUNTY agrees to exercise due diligence in performing its tasks to implement the **CONTRACTOR'S** time schedule.

7.3 COUNTY'S Review and Approval

Between each phase of work and at critical progress points there shall be a review and approval period by **COUNTY** and other agencies. **COUNTY** shall reject **CONTRACTOR'S** submittal if changes and/or comments transmitted to **CONTRACTOR** by **COUNTY** during previous review were not addressed by **CONTRACTOR** in current submittal.

SECTION 8. CHANGES IN WORK

The Director of Public Works or the respective designated representative may order major changes in scope or character of work in writing which are mutually acceptable, either decreasing or increasing the amount of **CONTRACTOR'S** services. In the event that such changes are ordered, **CONTRACTOR** shall be entitled to compensation for all work previously directed by **COUNTY** and performed by **CONTRACTOR** prior to receipt of notice of change. Increased compensation for major changes shall be determined in accordance with Section 6 of this Appendix, but in no event shall **COUNTY** be liable for payment unless the amount of such extra compensation shall first have been agreed to in writing by **COUNTY**.

In the event that major changes are ordered pursuant to this Section, the schedule for progress and completion in Section 7 of this Appendix and compensation under Section 6 of this Appendix, shall be adjusted by negotiation between **CONTRACTOR** and **COUNTY**.

SECTION 9. RECORDS

The **CONTRACTOR** and all subcontractors under its employ, supervision and/or control shall retain all financial and technical records for inspection for a period of not less than three (3) years from completion and approval of each final task order by the **COUNTY** or upon termination of Agreement.

SECTION 10. INTEREST OF CONTRACTOR/CONTRACTOR INDEPENDENT OF COUNTY

In accepting this Agreement, **CONTRACTOR** covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. **CONTRACTOR** further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed throughout the term of this Agreement. **CONTRACTOR** certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of **COUNTY**.

CONTRACTOR has, and shall retain, the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting him in the performance of his contractor services hereunder to include any and all subcontractors employed for the project described herein. **CONTRACTOR** shall be solely responsible for all matters relating to payment of his employees, including compliance with social security, withholding, and all other regulations that prescribe conditions of employment.

SECTION 11. GENERAL PROVISIONS

(a) The **CONTRACTOR** acknowledges that time is of the essence for all projects defined in approved Task Order(s) and agrees to complete all work within the time frame as stipulated within said Task Order(s) commencing with the receipt of the **COUNTY'S** "Notice to Proceed". Time extensions shall only be approved with prior written approval of the County and failure to complete services according to a mutually agreed upon schedule may be grounds for contract termination.

(b) The **CONTRACTOR**, upon becoming aware of factors which would result in delays, shall be responsible for alerting **COUNTY** to potential delays well in advance in order that possible mitigation measures may be evaluated. **CONTRACTOR** shall detail the nature and reasons for potential delays and shall provide the **COUNTY** with possible mitigation measures for consideration.

(c) On all matters pertaining to Task Orders to be performed and the time taken by **CONTRACTOR** to perform such services, the decision of the Director of Public Works or the respective designated representative will be final after discussions between **COUNTY** and **CONTRACTOR**.

(d) The **CONTRACTOR** warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the **CONTRACTOR**, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the **COUNTY** shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or

otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(e) The **CONTRACTOR** shall comply with standard provisions for all lease, use, and other agreements and permits promulgated by the Federal Aviation Administration, as set forth in Exhibit "C", "Federal Aviation Administration Provisions" to this Agreement and as these provisions may be amended from time to time.

SECTION 12. OWNERSHIP OF DOCUMENTS

All tracings, sketches, plans, specifications, estimates, maps, design calculations, quantity calculations, supporting documents, studies, survey notes, and other documents prepared by **CONTRACTOR** or subcontractors under the terms of this Agreement shall be delivered to and become the property of the **COUNTY** without restriction or limitation on their use. Computer files used by **CONTRACTOR** to produce the final set of planning documents shall also be delivered in electronic form on media acceptable to the **COUNTY** at no additional cost and become the property of the **COUNTY**.

Initials: JLB

Exhibit B

Payment Rates

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:



C&S Engineers, Inc. 2019 - 2023 Billing Rate Schedule

LABOR CATEGORY	2019	2020	2021	2022	2023
<u>Operations</u>					
Service Group Manager	\$ 260	\$ 268	\$ 276	\$ 284	\$ 293
Department Manager	\$ 255	\$ 263	\$ 271	\$ 279	\$ 287
Administrative Assistant	\$ 72	\$ 74	\$ 76	\$ 79	\$ 81
<u>Engineering</u>					
Managing Engineer	\$ 248	\$ 255	\$ 263	\$ 271	\$ 279
Project Manager	\$ 220	\$ 227	\$ 233	\$ 240	\$ 248
Principal Engineer	\$ 195	\$ 201	\$ 207	\$ 213	\$ 219
Senior Project Engineer	\$ 175	\$ 180	\$ 186	\$ 191	\$ 197
Project Engineer	\$ 160	\$ 165	\$ 170	\$ 175	\$ 180
Resident Engineer	\$ 140	\$ 144	\$ 149	\$ 153	\$ 158
Fire Protection Engineer	\$ 120	\$ 124	\$ 127	\$ 131	\$ 135
Staff Engineer	\$ 116	\$ 119	\$ 123	\$ 127	\$ 131
Senior Designer	\$ 115	\$ 118	\$ 122	\$ 126	\$ 129
Designer	\$ 98	\$ 101	\$ 104	\$ 107	\$ 110
CADD Operator	\$ 90	\$ 93	\$ 95	\$ 98	\$ 101
<u>Architecture</u>					
Managing Architect	\$ 203	\$ 209	\$ 215	\$ 222	\$ 228
Senior Project Architect	\$ 163	\$ 168	\$ 173	\$ 178	\$ 183
Project Architect	\$ 137	\$ 141	\$ 145	\$ 150	\$ 154
Job Captain	\$ 116	\$ 119	\$ 123	\$ 127	\$ 131
Architectural Designer	\$ 95	\$ 98	\$ 101	\$ 104	\$ 107



LABOR CATEGORY	2019	2020	2021	2022	2023
<u>Planning</u>					
Managing Planner	\$ 187	\$ 193	\$ 198	\$ 204	\$ 210
Senior Project Planner	\$ 168	\$ 173	\$ 178	\$ 184	\$ 189
Planner	\$ 119	\$ 123	\$ 126	\$ 130	\$ 134
Grants Administrator	\$ 96	\$ 99	\$ 102	\$ 105	\$ 108
Staff Planner	\$ 90	\$ 93	\$ 95	\$ 98	\$ 101
GIS Analyst	\$ 94	\$ 97	\$ 100	\$ 103	\$ 106
<u>Construction Management</u>					
Senior Construction Supervisor	\$ 187	\$ 193	\$ 198	\$ 204	\$ 210
Construction Supervisor	\$ 160	\$ 165	\$ 170	\$ 175	\$ 180
Chief Inspector	\$ 125	\$ 129	\$ 133	\$ 137	\$ 141
Resident Engineer	\$ 164	\$ 169	\$ 174	\$ 179	\$ 185
Inspector	\$ 145	\$ 149	\$ 154	\$ 158	\$ 163
Inspector (OT)	\$ 165	\$ 170	\$ 175	\$ 180	\$ 186
OUT OF POCKET EXPENSES					
TRAVEL, BY AUTO (PER MILE)	Current Federal Rate				
PER DIEM (Hotel & Food)	Current State Rate for Location				

Exhibit C

Federal Aviation Administration (FAA) Standard Provisions

Civil Rights Act of 1964, Title VI – Consultant Contractual Requirements

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

1.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Consultant assures that it will comply with pertinent Federal statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Consultant receives from County of San Mateo. The Consultant agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County of San Mateo. This clause applies to both DBE and non-DBE subcontractors.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The Consultant or their subcontractors, by execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TERMINATION OF CONTRACT

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Initials: JLB

Attachment I—§ 504 Compliance

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:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

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

Signature:

Jessica L. Bryan

Title of Authorized Official:

Department Manager

Date:

10/29/2019

*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

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.