

Agreement No. 84700-18-R075497D

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND LANGAN  
ENGINEERING AND ENVIRONMENTAL SERVICES INC.**

This Agreement is entered into this 17<sup>th</sup> day of October, 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Langan Engineering and Environmental Services 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 geotechnical engineering consulting services.

**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 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). 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 17, 2017, through October 16, 2020.

**4. Termination**

This Agreement may be terminated by Contractor or by the Director of the Project Development Unit 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, employees, and servants from all claims, suits, or actions of every name, kind, and description, based on a third party tort claim 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 caused by the Contractor's negligence or willful misconduct;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging to the extent caused by the Contractor's negligence or willful misconduct;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's negligent or willful 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, but only to the extent caused by Contractor's negligence. 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.

## **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, except that to defend shall not apply to professional liability claims against an Indemnified Party.

## **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 cancellation or non-renewal of the policy. Sub-consultants must also comply with all requirements of this RFP.

**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 bodily injury and property damage and shall not be less than the amounts specified below:

- |  |  |
|--|--|
| i. Commercial General Liability...         | \$2,000,000 per occurrence and general aggregate |
| ii. Commercial Auto Liability Insurance... | \$1,000,000 per accident                         |
| iii. Professional Liability.....           | \$1,000,000 per claim and annual aggregate       |

County and its officers and employees 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 and employees shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, 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 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 with reasonable professional skill and care and in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence.

over the requirements set forth in this Agreement.

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

**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: Sam Lin, Senior Project Manager  
Address: 1402 Maple Street Redwood City, CA 94063  
Telephone: (650) 363-4715  
Email: slin@smcgov.org

In the case of Contractor, to:

Name/Title: Serena Jang, Project Manager  
Address: 1 Almaden Boulevard, Ste. 590 San Jose, CA 95113  
Telephone: (408) 283-3600  
Email: sjang@langan.com

**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.

\* \* \*



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:

John Gouchow  
Signature

12/5/17  
Date

JOHN GOUCHOW  
Print Name

PRINCIPAL / VICE PRESIDENT  
Title

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For County of San Mateo:

D. Bazan  
Department Head Signature

12/6/17  
Date

Debbie Bazan

### **Exhibit A**

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

Firm(s) shall provide professional geotechnical engineering services as needed throughout the life of the project(s) they are selected to perform duties on and potentially provide any or all of the following services: geohazards investigation, geotechnical/seismic investigation, soils testing (e.g. corrosivity, acidity, compression, percolation, boron), recommendation for foundation design, site preparation and other design requirements relevant to the site conditions, geotechnical construction observation and testing during construction and/or renovation for various facility sites. Such services may also include: reviewing background information, conducting field exploration studies, laboratory testing and analysis, coordination with design teams including the Architects and Structural Engineers, and attendance of various project meetings. All work performed shall comply with the approved construction documents, applicable codes and regulations.

The initial scope of work for each project will be established prior to the issuing of a task order. Dependent upon the Project's needs, firms may be requested to perform various geotechnical related tasks at different phases of design and construction. These services include but are not limited to:

1. Supervision of all work by a registered Geotechnical Engineer ("GE") and/or a Certified Engineering Geologist ("CEG"), as required.
2. Provide all the required "tools of the trade" to perform the requested services contained in the task order(s). Firms shall provide all necessary equipment and other devices as needed to assure all work is done in a timely and professional manner to deliver the required deliverables.
3. Perform geotechnical investigations and create an initial, followed by a final project Geotechnical Report, as needed for submission to the relevant reviewing agency/agencies having jurisdiction and adequately provide the technical data needs of the Architectural/Structural design team to support the development of Construction Drawings and Specifications.
  - a. Perform geotechnical feasibility assessment that shall include but not be limited to a desk study (review of existing geotechnical data, public documentation, geologic maps, aerial photographs, historic groundwater level, FEMA flood maps, etc.), preliminary geotechnical exploration and report preparation (summary of findings with preliminary assessment of site conditions and initial recommendation to support building design). Limited exploration shall be performed using Cone Penetration Test (CPT) equipment to identify site hazards, such as liquefaction and soft soil settlement potentials, and provide preliminary soil information for project planning and budgeting purposes.
  - b. Perform design level geotechnical report based on the findings from the feasibility assessment that shall include but not be limited to soil borings (locations, type and depth), detailed geotechnical exploration (drilling, laboratory testing of select soil samples for moisture-density, Atterberg Limits, gradation, strength, corrosivity, consolidation tests, and R-value, etc.), detailed report on the site conditions, constraints, mitigation measures (if applicable), load-induced ground settlement, foundation design recommendation, etc.
4. Soils testing and analysis for corrosivity, acidity, compression, percolation, boron, and hazardous minerals.
5. Review existing soils reports from nearby projects.
6. Provide direction for any special surface and/or subgrade soil treatments required.

7. Provide direction for any special issues associated with utility relocations.
8. Identify groundwater levels and bedrock elevations.
9. Determine allowable soil bearing pressure and lateral resistance.
10. Determine areas of undocumented fill versus undisturbed native soils.
11. Define the parameters for controlled fill, backfill, subgrade preparations, over-excavation and re-compact, scarifications and re-compact, proof-rolling, dewatering, compaction, utility trenches, etc.
12. Review and make recommendations for asphalt paving sections, concrete paving sections, concrete SOG section, concrete flatwork, concrete swales, curb and gutter. Specify minimum parameters for rebar, mesh, dowelling, joint spacing, aggregate sub-base, concrete psi, cement type, admixtures, footings, etc.
13. Provide required geological, seismic, and geotechnical testing and, apply experience and expertise respecting all of the foregoing to address surface drainage, foundation drainage, waterproofing of retaining walls and planters, waterstops, etc.
14. Address soil corrosion, soil soluble chlorides, and soil soluble sulfides.
15. Address and specifically analyze the predicted horizontal and vertical movements between structural components as it relates to seismic forces and differential settlement. Determine the maximum allowable settlement for structural design.
16. Preparation of reports, respecting all of the foregoing, that shall include foundation, site preparation and underground steel protection recommendations as appropriate.
17. Provide 3 hardcopies and 1 electronic copy of all reports and testing results to the PDU. A licensed CEG and/or GE shall sign and seal each report as required and shall certify that to the best of the CEG's and/or GE's knowledge, information and belief that all information is true and accurately represents the site conditions.
18. Participate in the constructability review of project documents with the PDU and respective design teams during design and construction phases.
19. At completion of project, deliver all records, project correspondence and final reports to the County.

In addition, each firm shall:

1. Work as a liaison with Regulatory Agencies having jurisdiction as is required in order to provide guidance to the County and others as deemed necessary.
2. Perform/incorporate Regulatory Agency Requirements. Tasks may include regulatory agency required surveillance and submittals.
3. Coordinate and work with the County and its consultants.
4. Attend Meetings and other general project coordination duties: The firm(s) must attend various pre-construction/design meetings to perform necessary coordination, provide project oversight and/or project closeout assistance as necessary, and be available or on-site throughout the duration of the project(s), as required.

**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:

The total contract amount shall not exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000).

The Professional Schedule of Fees is attached on the following page:

# Fee Schedule

## SCHEDULE OF FEES AND CONDITIONS

Effective 1 January 2017

BILLING CATEGORY	HOURLY BILLING RATE
Technicians/Word Processors/Technical Typists/Financial Analysts	115
Engineering Technicians/Inspectors, CADD and GIS Technicians	115
Assistant Personnel	115
Staff Personnel - Level I	120
Staff Personnel Level II/Senior Engineers/Field Technicians	130
Staff Personnel- Level III	140
Senior Staff Personnel - Level I	150
Senior Staff Personnel - Level II	160
Senior Staff Personnel - Level III	170
Project Personnel - Level I	180
Project Personnel - Level II Gabriel Alcantar	190
Project Personnel - Level III	200
Senior Project Personnel - Level I Marina Mascorro	210
Senior Project Personnel - Level II	235
Associate/Senior Project Personnel - Level III Serena Jang	260
Senior Associate Peter Cusack	280
Principal John Gouchon	285
Senior Principal	310
Managing Principal/Senior Consultants	355

- At any level, personnel may be engineers, geologists, hydrogeologists, landscape architects, regulatory specialists, scientists, planners, toxicologists, wetland specialists, etc.
- Litigation related services, including expert testimony, court appearance, depositions, etc. are billed at 1.5 times the above rates. Also a 4 hour minimum for half days and an 8 hour minimum for anything over half a day.
- Langan reserves the right to make adjustments for individuals within these classifications as may be necessary by reason of promotion, and to increase our hourly billing rates due to annual salary increases.
- These rates apply to non-prevailing wage projects. Rates for projects requiring prevailing wages are available upon request.

### CONSULTANT EQUIPMENT RENTAL RATES

Automobiles, Vans, and Small Trucks (travel time plus time on site) \$20 per hour/\$160 per day

Nuclear Moisture-Density Gauge \$15 per hour

### COMPUTER SERVICES

Our in-house computer usage is billed on a time used basis at the following rates:

CADD, GIS and Terrain Modeling Programs

Engineering Programs/Digitizing

Rate per Hour

\$30

\$25

Our in-house plotting and reproduction usage is billed by media type on an area basis at the following rates:

Bond (Paper)

Mylar (Film)

Color (Paper)

Color (Scanning)

Color (Film)

Cost per SF

\$0.30

\$2.00

\$3.00

\$3.00

\$4.00

### SURVEYING SERVICES

See survey-specific Schedule of Fees and Conditions

### SUBCONTRACTOR/SUBCONSULTANT COSTS

All subcontracted services including laboratory tests and analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 15%.

### REIMBURSABLE EXPENSES

#### PROFESSIONAL LIABILITY AND RELATED INSURANCE

A surcharge of 4% will be added to the invoice total to cover the cost of Professional Liability Insurance and related costs of insurance.

### IN-HOUSE LABORATORY TESTS

Laboratory testing will be billed at unit rates depending on the type of test. A schedule of unit prices for standard laboratory tests will be furnished upon request. Engineering soil and/or rock samples will be stored for 90 days without charge and will be discarded, or returned to the client, unless otherwise requested by the client. Sample storage past 90 days will be billed at \$105.00 per box per month.

### HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

Special equipment such as nuclear densitometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, respirator cartridges, and vehicles, will be billed on a daily rate. OVA's and similar safety and/or monitoring equipment will be billed on daily, weekly or monthly rates. A rate schedule will be provided upon request.

### OTHER EXPENSES

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at current IRS rates.

### TERMS

Invoices are payable within 30 days. Service charge of 1.0% /mo. will be imposed on all bills not paid within 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.



**LANGAN**

## ATTACHMENT I

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

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

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

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



a. Employs fewer than 15 persons.



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

Name of 504 Person:

Beverly Williams, Vice President, Human Resources

Name of Contractor(s):

Langan Engineering & Environmental Services, Inc.

Street Address or P.O. Box:

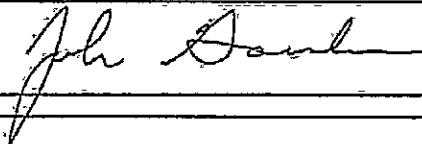
300 Kimball Drive, 4th Floor

City, State, Zip Code:

Parsippany, NJ 07054-2172

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

Signature:



Title of Authorized Official:

John Gouchon

Date:

December 5, 2017

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

**Attachment IP**  
**Intellectual Property Rights**

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1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement, provided Contractor has been paid all undisputed amounts owed for its services. 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.

7. Notwithstanding the foregoing, Contractor shall retain ownership to any of its standard drawings, documents, details and specifications ("Contractor's Standards") that may be incorporated into the Work Product. County shall be granted a nonexclusive license to use Contractor's Standards as part of its use of the Work Product.

Issued by County of San Mateo Contract Compliance Committee July 1, 2013



## **RESOLUTION NO. 075497**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

**\* \* \* \* \***

**RESOLUTION AUTHORIZING THE COUNTY MANAGER OR HIS/HER DESIGNEE TO EXECUTE ON-CALL AGREEMENTS WITH ENGEO, FUGRO, KLEINFELDER, LANGAN, AND RUTHERFORD & CHEKENE TO PROVIDE ON-CALL GEOTECHNICAL ENGINEERING SERVICES FOR THE PROJECT DEVELOPMENT UNIT FOR THE TERM OF OCTOBER 17, 2017 THROUGH OCTOBER 16, 2020 IN THE AMOUNT NOT TO EXCEED \$600,000 PER AGREEMENT FOR AN AGGREGATE NOT TO EXCEED AMOUNT OF \$3,000,000**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, multiple large County capital projects are underway which will require intensified Project Development Unit (PDU) operations for approximately five years; and

**WHEREAS**, the PDU requires substantial support from specialized consultants to appropriately manage these critical capital projects; and

**WHEREAS**, the PDU conducted a Request for Proposals to select specialized consultants and a selection committee reviewed submissions received, conducted background and reference checks, and made retention recommendations; and

**WHEREAS**, by executing the consultant agreements, the PDU will receive all manner of geotechnical engineering services for various capital projects. These services include but are not limited to geohazards investigation, geotechnical/seismic investigation, soils testing (e.g. corrosivity, acidity, compression, percolation, boron), recommendation for foundation design, site preparation and other design requirements

relevant to the site conditions, geotechnical construction observation, and testing during construction and/or renovation for various facility sites.; and

**WHEREAS**, the consultants have agreed to comply with standard and required County contract provisions;

**WHEREAS**, executing these “on-call” cost management and construction estimating agreements contributes to the Shared Vision 2025 outcome of Collaborative Community by reducing the cost and time to complete critical County capital projects.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors authorizes the County Manager or his/her designee to execute separate on-call agreements for on-call geotechnical engineering services with Engeo, Fugro, Kleinfelder, Langan, and Rutherford & Chekene in an amount not to exceed \$600,000 per agreement for an aggregate not to exceed amount of \$3,000,000.

\* \* \* \* \*

RESOLUTION NUMBER: 075497

*Regularly passed and adopted this 17<sup>th</sup> day of October, 2017*

*AYES and in favor of said resolution:*

*Supervisors:*

DAVE PINE

CAROLE GROOM

DON HORSLEY

WARREN SLOCUM

DAVID J. CANEPA

*NOES and against said resolution:*

*Supervisors:*

NONE



*President, Board of Supervisors  
County of San Mateo  
State of California*

***Certificate of Delivery***

*I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.*



*Deputy Clerk of the Board of Supervisors*