

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ERLER & KALINOWSKI, INC.

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Erler & Kalinowski, 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 developing a groundwater basin assessment for the San Mateo Plain sub-basin.

Now, therefore, it is agreed by the parties to this Agreement 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—Payments and Rates
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

2. 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.

The Contractor shall perform its services consistent with and limited to the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances.

3. 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 and seventy-six thousand, one hundred dollars (\$676,100). 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 will invoice County at the end of each billing period. Payment in full must be received by Contractor within thirty (30) days of the date of such invoice.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 12, 2016, through April 12, 2018.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Director of the Office of Sustainability 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.

6. Contract Materials

At the end of this Agreement, or in the event of termination, and upon payment of all amounts from completed and approved work under this Agreement, 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.

7. 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.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from the performance of any work or services required of Contractor under this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or

damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, 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 (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.

9. Assignability and Subcontracting

- (a) With the exception of subsection (b), below 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.
- (b) County consents to Contractor subcontracting with Todd Groundwater and Hydrofocus Inc. for the purposes of providing the services described in Exhibit A to this Agreement.

10. **Payment of Permits/Licenses**

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

11. **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 Commercial General Liability shall include a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any cancellation of the policy.

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

- ☒ Commercial General Liability... .. \$1,000,000 / \$2,000,000 aggregate
- ☒ Motor Vehicle Liability Insurance... .. \$1,000,000 / \$2,000,000 aggregate

☒ Professional Liability..... \$1,000,000 / \$2,000,000 aggregate

County and its officers and employees shall be named as additional insured on the Commercial General Liability and Motor Vehicle Liability 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 and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

12. Compliance With Laws

Consistent with the standard of care set out in paragraph 2, all services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Consistent with the standard of care set out in paragraph 2, 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.

13. 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

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.
- ☐ Contractor complies with Chapter 2.84 by 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 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 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. 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 Section 12, above. Such duty shall include reporting of the filing 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 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.

14. 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 Section 3, above, 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.

15. 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.

16. 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.

17. 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. In the event of any dispute between the parties arising under this Agreement, the parties shall first endeavor to settle such disputes through mediation. The parties shall bear their own attorney's fees and costs, but shall share equally the cost of the mediator. If the parties are unable to settle the dispute through mediation, 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.

18. 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:	Jim Eggemeyer, Director, Office of Sustainability, County of San Mateo
Address:	455 County Center, 4 th Floor, Redwood City, CA, 94063

Telephone: 650-363-4189
Email: JEggemeyer@smcgov.org

In the case of Contractor, to:

Name/Title: Anona L Dutton, P.G., C.Hg., Vice President
Address: 1870 Ogden Dr., Burlingame CA 94010
Telephone: (650) 292-9100
Facsimile: (650) 552-9012
Email: adutton@ekiconsult.com

19. 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.

20. Hazardous Materials

County shall furnish, or cause to be furnished to Contractor, all documents and information known to County that relate to the identity, location, quantity, nature, or characteristics of any asbestos, PCBs, or any other hazardous materials, substances or waste at, on, under or near proposed drilling locations. In addition, County will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information on surface or subsurface site conditions, e.g., underground tanks, pipelines and buried utilities, required by Contractor for proper performance of its Services. Contractor shall be entitled to rely upon the adequacy and accuracy of documents and information provided by County, County's other consultants and contractors, and other third-parties (collectively "County Information") in performing the Services. Contractor assumes no responsibility or liability for the accuracy or completeness of County Information; however, Contractor will advise County if it becomes aware of an error or omission in the County Information. County Information will remain the property of the County; however, Contractor may keep a copy of all County Information for the completion of its records.

21. Utilities and Subsurface Conflicts

Prior to initiation of subsurface investigations, including but not limited to boreholes, probes, trenches, or subsurface sample collection, County will provide Contractor with available information, drawings, and maps regarding potential underground utilities, other potential subsurface conflicts, and overhead conflicts in the proposed areas of investigation for County-owned properties. If County is not the property owner, EKI will contact the property owner and request such information. Contractor will clear the proposed investigation locations for buried utilities by obtaining the services of a utility locating company. Contractor will make reasonable efforts to identify and to avoid damage to disclosed or visually-identified utilities that may exist within the areas of investigation. Contractor, its subconsultants and subcontractors

shall have no liability for damages to persons or property, including the cost to repair, which occur during investigative activities performed by Contractor, its subconsultants and subcontractors, and arise out of or relate to undisclosed, unknown, or inaccurately specified utilities or other structures.

22. Disposal of Contaminated Material

County understands and agrees that Contractor is not, and has no responsibility as, a generator, operator, treater, storer, transporter or disposer of hazardous materials or toxic substances found or identified at or near the project site, including investigation-derived waste. County shall undertake or arrange for handling, removal, treatment, storage, transportation, and disposal or reuse of such materials. Arrangements and final decisions regarding disposal and/or treatment of hazardous material shall be the sole responsibility of County. Contractor's responsibilities shall be limited to assisting County with its appropriate arrangements, if authorized by County.

* * *

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

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

ERLER & KALINOWSKI, INC.



Contractor's Signature
President

Date: 3/24/16

Exhibit A

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

The Contractor shall be responsible for completing a groundwater basin assessment of the San Mateo Plain sub-basin. Such groundwater basin assessment shall be implemented as a phased approach and shall include the following elements:

Phase I

Task 1 - General Services

- Contractor shall convene a project kick-off meeting. Contractor shall provide meeting agenda at least seven (7) calendar days prior to the date of the meeting and minutes and summary of follow-up action items within 7 calendar days from meeting date.
- Contractor shall develop a project strategy and work with County staff to identify the key tasks and associated deliverables.
- Contractor shall convene up to 18 monthly progress update meetings throughout duration of the project with the approval of the County prior to each meeting. Meetings shall coincide with key project milestones. Contractor shall provide the agenda for each meeting at least 7 days prior to the date of the meeting as well as meeting minutes and summary of follow-up action items within 7 calendar days after date of meeting. For budgeting purposes, only key members of contractor team will participate in meetings and meetings will be conducted via conference call, unless otherwise requested by County.
- Contractor shall work with County to prepare a project schedule describing the overall sequencing of tasks, including task interdependencies and estimated duration.
- Contractor shall provide project management and consultation service to the County throughout the Project duration. This includes coordination and communications with County staff and general consultation and technical project management services, including the preparation of invoices and progress reports.

Task 2 - Stakeholder/Community Outreach

- Contractor shall attend and facilitate up to 10 Technical Advisory Committee Workshops throughout the project with the approval of the County prior of each one, all of which shall be open to the public. Contractor shall assist County staff in developing Workshop content and materials. County will be responsible securing a meeting location and for noticing the public and stakeholders.
- Contractor shall also facilitate and present at up to three (3) additional meetings regarding the results of the assessments with the approval of the County prior to each one.
- Contractor shall provide content for project website. Website shall be hosted by the County.

Task 3 - Data Compilation, Unification, and Sharing

- Contractor shall develop an electronic project database for presentation and analysis.
- The project database shall be submitted to the County in a format consistent with existing County software and without restrictions for editing and copying. This includes:

- Microsoft Excel spreadsheets for numerical data
- Both PDF and Microsoft Word documents for memos, agenda, minutes, summaries, and reports
- Both ArcGIS shape files (when source data linked in ArcGIS) and .PDF file formats for maps
- PDF files of any scanned information or print outs from software programs not owned by County
- Both MODFLOW executable files (when created) and Microsoft Excel spreadsheets for modeling files
- Microsoft PowerPoint for presentations
- Contractor shall consult County on providing any other data types not listed above.
- Pursuant to the Intellectual Property Attachment and Paragraph (f) of the Agreement, the County shall have ownership over all data created, developed and assembled for the purposes of this project. Contractor shall develop a database framework to ensure that all received data has undergone a QA/QC check. Each entry into the database shall include a source attribute to maintain correlation to the original source. Spatial datasets shall be conformed to a single geographic datum upon consultation with the County.
- The types of information that will be compiled into the database shall include, but are not limited to:
 - Subsurface geology (boring data and maps)
 - Groundwater elevations (well water levels and contour maps)
 - Water quality
 - Well construction details
 - Well pumping rates
 - Water use, particularly for irrigation of landscaping and agriculture
 - Streamflow data
 - Agency boundaries, governance and water use services
- Contractor shall link project database to ArcGIS and will coordinate with the County to ensure that GIS files and maps are consistent with County's GIS system.
- Contractor shall assimilate and systemize relevant databases already in the contractor's possession and make these databases available to County for further augmentation and analysis.
- Contractor shall secure additional data, to the extent available, from both public agencies, private entities, existing groundwater-flow models, and existing soil-moisture-budget models. Upon receipt of requested information, Contractor shall perform a QA/QC check to determine whether additional follow up is needed.
- Upon completion of the data compilation and aggregation task, contractor shall prepare a draft Technical Memorandum #1 (TM#1). The TM#1 shall describe the data collection effort and results, including, but not limited to:
 - Descriptions of each dataset received
 - Full citations to each data source
 - A description of the database and GIS tool with general user directions
 - Preliminary assessment of data quality and key data gaps
- A final TM#1 will not be prepared. Rather, suggested revisions to the draft TM#1 shall be incorporated into the Phase 1 Report.

Task 4 – Develop Basin Conceptual Model

Hydrogeologic Conceptual Model

Template version – May 4, 2015

Using compiled and unified data, Contractor shall develop a hydrogeologic conceptual model. Such model shall incorporate the following elements:

- Climatic and Hydrologic Data:
 - Contractor shall provide a description on the physical environment, including climate, topography and surface water features.
 - Major streams, including San Francisquito, Redwood, Cordilleras, Belmont, Laurel, Pulgas, and San Mateo Creeks, shall be described in terms of watershed, stream flow, stream channel characteristics (including general historical attributes, locations, and modifications), key issues and environmental benefits.
 - Contractor shall develop a map showing average distribution of rainfall and key climate stations and a map of watersheds, streams, major storm drains, other surface water features and stream gauges and tidal stations.
 - Tables shall summarize available climatic and hydrologic data, addressing temperature, rainfall conditions and sea level rise.
- Basin Geology:
 - Contractor shall document the geology of the Basin with a brief background on regional geology and geologic history of the southern San Francisco Bay/Santa Clara Valley Groundwater Basin.
 - Geologic structure shall be summarized, including description of faults within and in the vicinity of the basin which may be affecting groundwater in the basin, and the irregular base of the aquifer system and the groundwater basin boundaries defining the sub-basin.
 - Contractor shall provide a refined map of the depth to the base of the Basin.
- Surficial Geology and Hydrostratigraphy:
 - Contractor shall document the surficial geology and hydrostratigraphy of the Basin. This shall include a map of surficial geology and description of the unconsolidated alluvial aquifers and aquitards.
 - Contractor shall document the horizontal and vertical extent of the aquifers and aquitards.
 - Contractor shall provide a series of hydrogeologic cross-sections; at least one of these shall be a longitudinal profile along the length of the Basin.
 - Contractor shall prepare a series of orthogonal cross-sections extending from the bedrock on the west through the San Francisco Bay in the east at semi-regular intervals down the length of the Basin from the north (e.g. Burlingame, Hillsborough, and San Mateo) to the south (Palo Alto).
- Aquifer Hydraulic Properties: Using currently available information, Contractor shall describe aquifer hydraulic properties within and between the upper and lower aquifers and production well performance including drawdown, rebound and travel times under various withdrawal and injection scenarios through text, tables and maps.
- Groundwater Levels and Flow Direction:
 - Contractor shall document known groundwater level and flow information.
 - Contractor shall develop contour maps of groundwater level for recent and selected historical conditions and map depth to groundwater level.
 - Contractor shall prepare hydrographs of groundwater levels over time.
- Basin Boundaries: Contractor shall present information regarding the hydrogeologic nature of the Basin boundaries, including the connectivity of adjoining basins and sub-basins.

- **Water Demand and Groundwater Production:** Contractor shall describe, in maps and tables, the basic water supply and demand conditions of the Basin, including sources of water supply, land uses and historic, current and projected future water demands and document the known groundwater production wells in terms of location, depth or screened zone, and use. Contractor shall include estimation of annual pumping amounts based on available data and reasonable methods of estimation.
- **Groundwater/Surface Water Interactions:** Contractor shall prepare a preliminary and regional classification map of stream channel reaches: groundwater recharge reaches, reaches with variable groundwater/surface water interaction, reaches with baseflow sustained by groundwater and lined reaches/storm drain systems.
- **Recharge Areas:** Contractor shall map recharge areas, including areas of existing significant recharge and areas favorable to potential managed aquifer recharge projects as well as an evaluation of the extent which shallow groundwater recharges the deeper aquifer(s).
- **Subsidence History and Potential:** Contractor shall describe and summarize historical occurrences of subsidence, current potential for subsidence, and existing and future subsidence monitoring programs and information.

Develop Basin Water Balance

- Contractor shall build upon work already completed as part of previous projects.
- Contractor shall use linked spreadsheets for independent evaluation of the various water balance elements, including inflows (rainfall, stream percolation, landscape return flows, pipeline leakage, and subsurface inflow) and outflows (subsurface outflow, stream baseflow, pumping, including private and municipal wells, groundwater remediation systems and temporary and on-going dewatering sites). Changes in groundwater storage shall be computed as the residual of the water balance equation and also as the product of groundwater level changes and storability.
- **Water balance analysis shall:**
 - Apply multiple methods to examine current and historical conditions,
 - Incorporate multiple lines of evidence,
 - Utilize information from adjoining basins, and
 - Provide a cross-check with the water balances embedded in existing numerical models.
- Contractor shall evaluate groundwater inflows as historically and currently affected by land use.
- **Soil Moisture:**
 - Contractor shall develop soil moisture balance spreadsheets and shall document the fate of rainfall and applied water as these are distributed to runoff, to infiltration and consumption by evapotranspiration, and to deep percolation (recharge). The water balance study area shall also encompass the upper watersheds.
 - Using available data, a study period shall be selected that approximates long-term average rainfall, includes wet and dry years, and represents current land use and pumping conditions. Daily time steps are anticipated for the soil moisture balance spreadsheets for current conditions.
- **Recharge Estimates:** Contractor shall estimate recharge and other components of the water balance through using a combination of methods applied to current and historical conditions.
- **Water Balance Calibration:**
 - Contractor shall incorporate multiple types of data to reduce uncertainty. Contractor shall include:

- Maps of historical groundwater levels and flowing well locations (Clark, 1924; Fio and Leighton, 1995)
- Estimates of historical pumping and recent pumping reported by BAWSCA member agencies
- Seasonal variations in municipal water use (to estimate irrigation use)
- Stormwater system flow data (to estimate impervious area)
- Gaged stream flow entering the Basin (to include in the estimate of stream recharge)
- Historical and recent land use maps and aerial photographs (to estimate impervious and irrigated areas)
- Urban water management plans (for pipe leak estimates).
- Contractor shall incorporate data from several studies in the San Francisquito Creek and Atherton areas at the southern end of the Basin (Sokol, 1963; Metzger and Fio, 1997; Metzger, 2002; Todd Engineers, 2003).
- Contractor shall estimate hydrologic parameters from groundwater studies in the adjoining basins, where data for calibrating recharge models are more widely available.
- The resultant estimates of the groundwater balance and how it has changed over time shall be developed by calibrating a recharge model to multiple types of data at various locations and historical periods. The water balance model shall be developed in Excel, with a clear description of the data, sources and assumptions.

Assess Threats to Basin Water Quality

- Contractor shall provide an overview of Basin groundwater quality conditions, trends, factors, and issues. Key water quality parameters are likely to include TDS, chloride, iron, manganese, and nitrate, but additional indicator constituents also may be identified and discussed for nonpoint sources such as saltwater intrusion and landscape fertilizer/amendments.
- Based on the available data, contractor shall evaluate potential threats to groundwater (e.g., contamination from leaking underground storage tanks, fertilizer/amendments, saltwater intrusion) and shall characterize them as to what physical, cultural, and institutional factors may exacerbate or alleviate the threat, and what specific quantitative or qualitative metrics can be used to estimate the severity of the threat.
- The contractor shall develop screening algorithms to apply to the project database/GIS to determine the location and severity of threats throughout the Basin (e.g., nexus with a recharge source). Results from the threat assessment shall include maps for each potential threat and tables providing summary quantitative threat metrics.
- Distribution maps and trend graphs for current water quality conditions shall be prepared insofar as data allow; vertical and spatial distribution of selected groundwater quality parameters also shall be discussed.

Initial Basin Conceptual Model

- The previously-described hydrogeologic assessment, water balance and water quality assessment shall be synthesized into a coherent and internally-consistent conceptual model for the Basin, and documented in Technical Memorandum #2 (TM#2). The influence of land use and hydrologic and hydrogeologic conditions on groundwater and surface water flow and quality will be presented in TM#2.

- Specific recommendations shall be made for hydrogeologic investigations and monitoring to address key data gaps, either as part of Phase 2 or as part of future work within the Basin.
- As a cost savings measure, a final TM#2 will not be prepared. Rather, the suggested revisions to the draft TM#2 will be incorporated into the Phase 1 Report. As part of this Project, the resultant data files, tables, maps and graphics will be delivered in electronic format to the County for future use by the County and others.

Task 5 - Develop Basin Groundwater Numerical Model

- Contractor shall develop a basin groundwater numerical model to quantitatively evaluate the hydrogeologic and groundwater conditions associated with water inflows, outflows, and connectivity between adjacent basins.
- Update existing basin groundwater numerical model:
 - Contractor shall complete a series of model refinements on the Strategy Groundwater Model (SGM) that parallel and utilize database enhancements and geohydrologic analyses conducted as part of this scope of work, re-calibrate the model, and conduct a sensitivity test to identify key data uncertainties and gaps.
 - Contractor shall improve SGM grid by sub-dividing the single-layer primary water production zone into two or more layers that appropriately represent the depth distribution of primary water-bearing zones and well pumping depths.
 - The number of layers will be selected based on the depth distribution of well screen and borehole data compiled and geohydrologic cross-section information developed for this scope of work. The SGM grid shall be refined by selecting cell dimensions that appropriately represent the Basin and to provide a finer resolution in areas that represent the surface water drainages and San Francisco Bay shore line.
 - The refined grid design will consider the new borehole and aquifer property data compiled under this scope of work and represent the physical conditions and surface-groundwater interactions of the sub-basin.
 - Contractor shall repeat the steady-state calibration of the SGM to develop the spatial distribution of horizontal and vertical conductivity within the model grid. The updated calibration shall use the improved extraction data, water level calibration data and updated texture maps, recharge estimates, and basin water budget.
 - The DWR pumping test simulation shall be repeated to verify the calibrated hydraulic conductivity distribution.
- Sensitivity analysis and identifying data uncertainty:
 - Contractor shall identify data uncertainty and conduct sensitivity analysis.
- Summary of Numerical Model Update
 - The updates to the model and the results of the sensitivity and data uncertainty analysis conducted shall be documented in a draft Technical Memorandum #3 (TM#3). The primary objectives of TM#3 shall be to (1) document model construction, calibration and uncertainty; (2) report the results for the sensitivity analysis; and (3) provide the background information and instructions for other parties to develop and modify their own input data sets, and run the model.
 - Accordingly, TM#3 will be a stand-alone document that describes the modeling strategy, grid design, input data set construction, parameter sensitivity, model calibration and uncertainty.
 - Contractor shall meet with County staff to review the draft TM#3.

- As a cost savings measure, a final TM#3 will not be prepared. Rather, the suggested revisions to the draft TM#3 will be incorporated into the Phase 1 Report. The model input data sets and the MODFLOW executable file will be provided to the County as part of TM#3 and the Phase 1 Report.

Task 6 - Evaluate Potential Basin Management Strategies

- Evaluate Potential Governance / Management Options:
 - Contractor shall identify groundwater management strategies and institutional structures that may be of potential interest in the Basin.
 - Contractor shall research and evaluate effective organizational structures within groundwater basins of a similar size and use (especially locally). In addition, contractor shall consider groundwater management guidance documents from state and non-governmental agencies.
 - Based on the above effort, contractor shall develop a series of potential Basin governance options that reflect various management objectives (e.g., CASGEM compliance, SGMA compliance) and structures (e.g., coordinated GSAs, multiple party GSAs, or a single GSA).
- Evaluate Potential Physical Basin Management Options:
 - Contractor shall identify and evaluate potential strategies and physical solutions that have the potential to support sustainable management of groundwater within the Basin.
 - Contractor shall develop a series of potential Basin management options, identify potential partnership and funding opportunities, and present a qualitative assessment of the relative benefits, scale and cost of each management option.
- As directed by the County, Contractor will conduct outreach to key basin stakeholders through a series of up to six (6) one-on-one and small group meetings, to engage these key Basin stakeholders.
- Prepare TM#4: Initial Evaluation of Basin Management Options:
 - Contractor shall synthesize the data on basin management options into a draft Technical Memorandum #4 ("TM#4") that will be submitted in electronic format to the County and key stakeholders for review. It is anticipated that TM#4 will present a range of potential partnership opportunities, near- and longer-term basin institutional management options, and potential opportunities for physical management of the Basin including, but not limited to in lieu or direct groundwater recharge with recycled water, stormwater, or RWS conjunctive use agreements. The TM#4 will also identify key data gaps and potential next steps to pursue.
 - Contractor shall meet with County staff to discuss the main points of TM#4.
 - As a cost savings measure, a final TM#4 will not be prepared. Rather, the suggested revisions to the draft TM#4 will be incorporated into the Phase 1 Report.

Task 7 - Phase 1 Report

- Contractor shall synthesize data into a comprehensive Draft and Final Phase 1 Report for submittal to the County. The contents of the Phase 1 Report shall build off of the TMs # 1-4 and shall include:
 - A narrative description of all activities performed
 - A discussion of findings, supported by figures and tables as appropriate, for the following activities:

- Hydrogeologic Conceptual Model
- Water Balance
- Water Quality Assessment
- Numerical Modeling
- Governance and Management Options
- A summary discussion of initial Project results and implications for Basin groundwater development and management
- Key data gaps and recommendations for filling them

Phase 2

Task 8 - Fill Selected Data Gaps

- Contractor shall develop a list of existing data gaps and potential field efforts with corresponding cost-estimates that could be pursued to fill them. Contractor shall develop a detailed plan to implement the most appropriate, cost-effective and high value-added actions.
- For any specific field efforts that are pursued to fill data gaps, a Work Plan will be prepared, including a scope, schedule and cost for approval by the County. Costs to perform such field investigations are not included in the currently-approved budget.
- After the field work is completed a draft Technical Memorandum #5 ("TM#5") will be prepared that will be submitted in electronic format to the County and key stakeholders for review. It is anticipated that TM#5 will present a summary of the work conducted and the key findings and results.
- As a cost savings measure, a final TM#5 will not be prepared. Rather, the suggested revisions to the draft TM#5 will be incorporated into the basin assessment report.

Task 9 - Update Database

- Contractor shall incorporate information gathered from above task into the project database.
- Utilizing the database framework and QA/QC protocols, all new information shall be added to the project database/GIS. Data additions shall be documented in an appendix to the draft Technical Memorandum #6 ("TM#6").

Task 10 - Update and Refine Hydrogeologic Conceptual and Numerical Models

- Contractor shall analyze information gained from filling data gaps. Depending on the selected efforts, these may involve preparation of a current groundwater level map, groundwater quality map, or detailed hydrographs of groundwater levels and/or stream flows. The conceptual model and water balance shall be refined as needed to reflect the new information. Conceptual model and water balance refinements shall be documented in the TM#6.
- Update and Refine Numerical Model
 - Based on new data, the updated SGM shall be re-calibrated. In addition, the model's reliability and usefulness shall be enhanced by including the capability of simulating transient groundwater-flow conditions.
 - Contractor shall confirm and, if necessary, update the spatial distribution of hydraulic conductivity following any modifications to the recharge and pumpage data sets. The spatial distribution of storage coefficients shall then be calibrated using a multi-year (transient) historical data record that shall represent changing hydrologic conditions over multiple years and hydrologic conditions (wet, dry and normal). Additionally, the historical

- simulation period shall reasonably represent long-term average rainfall conditions, (including wet and dry years) and represent current pumping and land use conditions.
 - Contractor shall assess model calibration by comparing measured and model-calculated water levels in wells, updated volumetric fluxes. The most sensitive model inputs and their associated uncertainty shall be identified as part of the calibration assessment.
 - Additionally, given that land surface subsidence as a result of groundwater extractions is a concern in the basin the simulation of subsidence shall be included as part of the updated SGM.
 - Model refinements shall be documented in the TM#6.
- Update Governance / Management Options:
 - Contractor shall build upon cooperative efforts to further engage Basin stakeholders in discussions regarding Basin governance and management options. Further refinements, including potential template Basin Management Agreements (i.e., GSA JPA or MOU Agreements) shall be presented in TM#6.
- Prepare Technical Memorandum #6: Phase 2 Results:
 - Contractor shall synthesize refinements developed in Phase 2 into a draft TM#6 that will be submitted in electronic format to the County and key stakeholders for review. It is anticipated that TM#6 will largely be a revision to selected chapters of the Phase I Report that describe the project database, the hydrogeologic conceptual and numerical models, and the preliminary governance/management options assessment.
 - As a cost savings measure, a final TM#6 will not be prepared. Rather, the suggested revisions to the draft TM#6 will be incorporated into the basin assessment report.

Phase 3

Task 11 - Conduct Scenario Evaluation(s)

- Contractor shall solicit input from County and Stakeholder Group as to what modeling scenarios shall be considered as part of the evaluation of potential future Basin conditions. Scenarios shall evaluate the connectivity between basins and the sensitivity of groundwater conditions to changes in recharge conditions, the locations and rates of future extractions, groundwater-banking (intentional recharge, in-lieu recharge, or injection), sea level rise and saltwater intrusion, among other things.
- Up to six (6) potential scenarios will be considered for evaluation.
- Scenario results shall be compared to historic baselines.
- The results of the scenario modeling shall be presented in a draft Technical Memorandum ("TM#7") that will be submitted in electronic format to the County and key stakeholders for review. It is anticipated that TM#7 shall include a description of the various scenarios that were evaluated and the results in terms of Basin condition and sustainability objectives.
- As a cost savings measure, a final TM#7 shall not be prepared. Rather, the suggested revisions to the draft TM#7 shall be incorporated into the basin assessment report.

Task 12 - Prepare San Mateo Plain Groundwater Basin Assessment Report

- Contractor shall prepare a Draft and Final San Mateo Plain Groundwater Basin Assessment Report ("Project Report") that compiles key findings from Phases 1 through 3 and TM#7 and identifies key remaining data gaps and recommendations for next steps.

- The Project Report will be a revision to the Phase 1 Report; contents shall include, but are not limited to:
 - A narrative description of all activities performed
 - A discussion of findings, supported by figures and tables as appropriate, for the following activities:
 - Project Database
 - Basin Hydrogeologic Conceptual Model
 - Basin Water Balance
 - Basin Numerical Model
 - Basin Governance and Management Options
 - A summary discussion of results of scenario evaluations
 - Key data gaps and recommendations for filling them
 - Recommendations for next steps
- The draft Project Report shall be provided to the County in electronic format suitable for uploading to the County website (including the raw formatted data and report files, along with GIS, model and database files, if desired). Then, a Project Report Review Meeting will be scheduled, during which the contractor shall discuss and address any questions the County may have on the draft Report and recommended next steps.
- After the Project Report Review Meeting, all comments from the County and key stakeholders on the draft Project Report have been received and reviewed, the contractor shall prepare a final Project Report and submit it in electronic format to the County, including all applicable electronic files.

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:

Payment: In performance of this work, the County shall reimburse the Contractor for actual time spent on completion of the Scope of Services, as specified in Exhibit B, in consideration of the Contractor's professional services rate schedule:

Personnel Compensation

Classification	Hourly Rate
Officer and Chief Engineer-Scientist	251
Principal Engineer-Scientist	246
Supervising Engineer-Scientist	240
Senior I, Engineer-Scientist	233
Senior II, Engineer-Scientist	218
Associate I, Engineer-Scientist	210
Associate II, Engineer-Scientist	195
Engineer-Scientist, Grade 1	174
Engineer-Scientist, Grade 2	164
Engineer-Scientist, Grade 3	160
Engineer-Scientist, Grade 4	131
Engineer-Scientist, Grade 5	120
Engineer-Scientist, Grade 6	106
Technician	98
CADD/GIS Operator	111
Administrative Assistant	97
Secretary	81

Direct Expenses

Reimbursement for direct expenses for professional subconsultants in conjunction with the work will be at cost. Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost, for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to work.

- b. Surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

Communication charges for local and long distance telephone calls and conferencing, e-mail service and Internet access, web conferencing, cell phone calls, texts, data access, facsimile transmittal, standard delivery U.S. postage, and routine in-house copying will be charged at 2% of labor charges. Large volume copying of project documents, e.g. bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.

Reimbursement for company owned-automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of fifty-four cents (\$0.540) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate.

CADD Computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

All time shall be billed to County by Contractor in one-quarter hour increments in an amount not to exceed \$676,100. Contractor shall invoice County for all services rendered on a monthly basis plus out of pocket expenses associated with the project. Such expenses shall include things like bridge tolls, parking, printing/copying, and meeting expenses associated with the project. Source documentation supporting billed costs must be submitted with invoice. County shall pay Contractor within thirty (30) days of invoice receipt. Any additional work will require a separate Agreement signed by both parties.

Contractor shall be reimbursed for all expenses incurred in the performance of scope of services identified in Exhibit A.

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:

MICHELLE KING

Name of Contractor(s):

Erler & Kalinowski, Inc.

Street Address or P.O. Box:

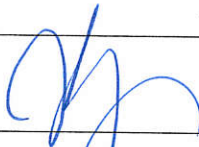
1870 Ogden Drive

City, State, Zip Code:

Burlingame, CA 94010

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

Signature:



Title of Authorized Official:

President

Date:

3/24/18

*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

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.