

AGREEMENT BETWEEN
COUNTY OF SAN MATEO
AND
HAGMAN ASSOCIATES ARCHITECTS
for
ARCHITECTURAL SERVICES IN THE REHABILITATION OF
THE SAFE HARBOR SHELTER

For the period of
11/1/2004 to 6/30/2006

Contact Person: Pascoe, Norman
Telephone number: (650) 802-5008

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
HAGMAN ASSOCIATES ARCHITECTS FOR ARCHITECTURAL SERVICES IN
THE REHABILITATION OF THE SAFE HARBOR SHELTER**

THIS AGREEMENT, entered into this _____ day of _____, 2004, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Hagman Associates Architects, hereinafter called "Contractor";

WITNESSETH:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of Architectural work in the Rehabilitation of the Safe Harbor Shelter such as: Design Development, Creation of Construction Documents, Specifications, Bidding, Handling of Permits, Code issuances, Construction Administration and meetings; and

WHEREAS, both parties now wish to enter into an Agreement, for Architectural services in the Rehabilitation of the Safe Harbor Shelter for the period of 11/1/2004 to 6/30/2006, for a total obligation of \$135,000.

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

<u>CONTRACT AMOUNT</u>	\$135,000.00	<u>CONTRACT TERM</u>			
		Start Date :		11/1/2004	
		End Date :		6/30/2006	
<u>COUNTY REPRESENTATIVE</u>			<u>CONTRACTOR REPRESENTATIVE</u>		
Steve Cervantes, Director, Office of Housing			Roger Hagman, AIA, Hagman Associates Architects		
262 Harbor Blvd., Bldg. A			1560 Laurel Street		
Belmont, CA 94002			San Carlos, CA 94070		
(650) 802-5050	Fax:	(650) 802-5049	(650) 631-8170	Fax:	(650) 631-8171

1. Exhibits

The following Exhibits and Attachments are attached hereto and incorporated by reference herein:

- Exhibit A: Program/Project Description
- Exhibit B: Method and Rate of Payment
- Exhibit C: Equal Benefits Compliance Declaration Form
- Attachment I: §504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed one hundred and thirty five thousand, [\$135,000.00].

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from 11/1/2004, through 6/30/2006.

This Agreement may be terminated by Contractor, the Human Services Director, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

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

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person,

including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that 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 diminished or canceled, the County of San Mateo 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 pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law 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

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

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *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 of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. Where applicable, the Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

13. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to: County of San Mateo Steve Cervantes, Director, Office of Housing 262 Harbor Blvd., Bldg. A Belmont, CA 94002	In the case of Contractor, to: Hagman Associates Architects Roger Hagman, AIA 1560 Laurel Street San Carlos, CA 94070
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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands to this Agreement regarding Architectural Rehabilitation of the Safe Harbor Shelter.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

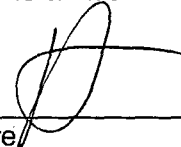
Date: _____

ATTEST:

By:
Clerk of Said Board

HAGMAN ASSOCIATES ARCHITECTS

By: Roger Hagman, AIA
Print Name & Title



Signature

Date: 10/25/2004

Exhibit A
Program/Project Description

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

Design development, including interior finishes selections, creation of necessary construction documents, creation of work specifications, help to coordinate the project bidding process, handling and overseeing the required permits including adherence to code issues, administration in cooperation with Office of Housing staff on the overall construction project in addition to ongoing communication and meetings with Office of Housing staff, contractors and all other parties involved.

Contractor will be responsible for the overall construction development and engineering requirements in the rehabilitation project of the Safe Harbor Shelter, located at 295 North Access Road in South San Francisco.

All work shall be in accordance with governing codes, local ordinances and accessibility requirements.

**Exhibit B
Method and Rate of Payment**

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

Payment to the Contractor shall be made on a time and material basis according to the estimate submitted by the Architect, approved by County and outlined on the table below: **COMPENSATION AND SCHEDULE OF HOURLY AND REIMBURSABLES BILLING FOR SAFE HARBOR SHELTER ARCHITECTURAL SERVICES.** The services to be provided include but are not limited to: creation of all preliminary and final designs, engineering services, creation of necessary design documents, facilitation of inspections, development of bidding documents, facilitation of contractors, provision of specifications and plans as required, attendance at meetings as required, and other related duties in the course of providing services as described. The maximum amount payable under this Agreement shall not exceed \$135,000.

Final invoice will be paid following final building permit sign-off. The Human Services Agency's Office of Housing reserves the right, under the Director of the Office of the Housing to be the final authority for payment and for determining the completion of all items specified under this Agreement.

**COMPENSATION AND SCHEDULE OF HOURLY AND REIMBURSABLES BILLING FOR
SAFE HARBOR SHELTER ARCHITECTURAL SERVICES**

HOURS

	Principal	Production
DESIGN DEVELOPMENT	30	60
CONSTRUCTION DOCUMENTS	50	300
SPECIFICATIONS	10	40
BIDDING	30	15
PERMITTING / CODE ISSUES	20	35
CONSTRUCTION ADMIN	60	70
MEETINGS	40	15
TOTAL HOURS	240	535
HOURLY RATE	\$125	\$90
SUB-TOTAL	\$30,000	\$48,150
TOTAL ARCHITECTURAL	\$78,150	

CONSULTANTS

ENCON	\$19,000	Mech, Elec, Plumb, Fire Protect
TRANS SYSTEMS	\$21,850	Structural Engineering
TOTAL CONSULTANTS	\$40,850	

TOTAL SERVICES **\$119,000**

REIMBURSABLES at 115% of cost \$16,000

Reimbursables are actual expenses related to the project, such as permits, large prints, etc., are subject to approval by County and are reimbursable at 115% of cost.

GRAND TOTAL **\$135,000**

Exhibit C
COUNTY OF SAN MATEO
Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor Hagman Associates Architects
Contact Person Roger Hagman
Address: 1560 Laurel Street
San Carlos, CA 94070
Phone Number (650) 631-8170
Fax Number (650) 631-8171

II Employees

Does the Contractor have any employees? Yes No
Does the Contractor provide benefits to spouses of employees? Yes No

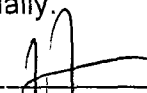
If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on (date) _____, and expires on (date) _____.

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.


Signature
Architect
Title

Robert Roger Hagman
Name (Please Print)
10/25/04
Date

ATTACHMENT I
Assurance of Compliance with Section §504
of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "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 and 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 regulations.

Robert Roger Hagman

Name of 504 Person - Type or Print

Hagman Associates Architects
1560 Laurel Street
San Carlos, CA 94070

Name of Contractor(s) - type or Print

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

10/25/2004

Date

[Signature]
Signature and Title of
Authorized Official

*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."

Certificate of Insurance

1 of 1 #S74630/M73924

Agency Name and Address: Professional Practice Insurance Brokers, Inc. 10 California Street Redwood City, CA 94063-1513	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED THE POLICIES LISTED BELOW.
Insureds Name and Address: Hagman Associates 1560 Laurel Street San Carlos, CA 94070	Companies Affording Policies: A. Continental Casualty Company B. C. D. E. F.

COVERAGES: THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

TYPE OF INSURANCE	POLICY NUMBER	EFF. DATE	EXP. DATE	POLICY LIMITS
GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owner's and Contractors Protective <input type="checkbox"/> _____				General Aggregate: Products-Com/Ops Aggregate: Personal and Adv. Injury: Each Occurrence: Fire Dmg. (any one fire):
AUTO LIABILITY <input type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/> _____				Combined Single Limit: Bodily Injury/person: Bodily Injury/accident: Property Damage:
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form				Each Occurrence: Aggregate:
WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				Statutory Limits Each Accident: Disease/Policy Limit: Disease/Employees:
A. PROFESSIONAL LIABILITY*	SFA113830288	11/14/03	11/14/04	Per Claim \$ 500,000 Aggregate \$1,000,000 \$0

Description of Operations/Locations/Vehicles/Restrictions/Special items:
 ALL OPERATIONS OF THE NAMED INSURED INCLUDING PROJECT: SAFE HARBOR SHELTER.

*Written at aggregate limits of liability not less than amount shown.

Certificate Holder: San Mateo County Human Services Agency; Attn: Carla Damante 262 Harbor Boulevard, Bldg. A Belmont, CA 94002	THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY FOR ALL OPERATIONS OF THE INSURED. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY, ITS AGENTS OR REPRESENTATIVES WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, EXCEPT IN THE EVENT OF CANCELLATION FOR NON-PAYMENT OF PREMIUM IN WHICH CASE 10 DAYS NOTICE WILL BE GIVEN.
Authorized Representative: <i>[Signature]</i>	03/24/04

cc:

**SAN MATEO COUNTY
MEMORANDUM**

DATE: October 7, 2004

TO: Priscilla Harris Morse **FAX:** 363-4864 **PONY:** EPS 163

FROM: Lucho Bravo **FAX:** (650) 596-3478 **PONY:** HSA-210

SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Hagman Associates Architects

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:
No.

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: >1

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Architectural Design Development, Construction Documents, Specifications, Bidding, Permits, Code issuances, Construction Administration and meetings.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive
Modify			
Comprehensive General Liability	\$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Motor Vehicle Liability	\$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Professional Liability	\$ 200k/1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	\$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse
Risk Management Signature

10-20-04
Date