

RFSOQ CLARIFICATION 01

Request for Statements of Qualifications Material Testing and Special Inspection for San Mateo County Replacement Correctional Facility



San Mateo County Sheriff's Office

Issued: March 14, 2013

RFSOQ Due: March 28, 2013 at 2:00 pm

Lieutenant Deborah Bazan, Project Executive,
San Mateo County Sheriff's Office
Jail Planning Unit
1402 Maple Street
Redwood City, CA 94063
Telephone: (650) 716-5980
Email: dbazan@smcgov.org

RFSOQ CLARIFICATION 01:

1. The reference documents, 100% Design Development Drawings and Project Manual have been posted to the Sheriff's website for reference in scope, size and complexity of the project.
2. **REMOVE AND REPLACE TEST AND INSPECTION MATRIX** and replace revised Test and Inspection Matrix dated 3/12/13.
3. **ADD Document 005 Sample Professional Service Agreement.**

	Questions	Answers
1	Has additional information been made available beyond this document?	Exhibit B and Exhibit C have been posted to the Sheriff's website.
2	Part 2, Item 2.03 references acknowledging and accepting the terms and conditions of this RFSOQ; where are the terms and conditions shown?	The meaning is that you have no issued with any of the language in this RFSOQ as it will become part of the Contract.
3	Part 7, Item 7.01.C ' can you provide further clarification on the Section 504 of the Rehabilitation Act of 1973 compliance requirement, specifically regarding the letter of compliance, self-evaluation and compliance plan?	Bidders are required to comply with the law and indicate in the response to the RFSOQ that they are complying with the law. A simple statement stating they are complying will suffice.
4	Part 7, Item 7.01.D references compliance with the County Ordinance Code provision on employee benefits. Is a copy of that Ordinance available?	Link to ordinance below. http://smchealth.org/sites/default/files/docs/564061790EqualBenefitBrochure_1.pdf
5	Part 9, Item 9.01 'please clarify how the Prospective Bidder is to 'verify under oath' compliance with the County's requirements.	The provided a written, sworn statement to that effect.
6	Part 11, Exhibit B Design Documents and Exhibit C- proposed Construction Schedule are missing from the RFSOQ. When will those documents be made available?	Exhibit B and Exhibit C have been posted to the Sheriff's website.
7	Will you provide the weighting for the County's selection criteria?	To be addressed in RFQ Clarification 02.
8	Will you provide a copy of the County's Professional Services Agreement?	Yes a copy is attached to this Clarification This is the standard form agreement

END OF CLARIFICATION

TEST AND INSPECTION MATRIX

Updated: 03/12/13

REQUIRED	TEST OR SPECIAL INSPECTION	TYPE	PERFORMED BY **
SOILS			
1. General:			
a. Verify that: • site has been prepared properly prior to placement of controlled fill and/or excavations for foundations, • foundation excavations are extended to proper depth and have reached proper material, and • materials below footings are adequate to achieve the design bearing capacity.	Periodic	GE	*RFQ/RFP Inspector
2. Compacted Fills:			
a. Perform qualification testing of controlled fill materials.	Test	Lab*	*RFQ/RFP Inspector
b. Verify use of proper materials and inspect lift thicknesses, placement, and compaction during placement of controlled fill.	Continuous	GE	*RFQ/RFP Inspector
c. Test compaction of controlled fill.	Test	Lab	*RFQ/RFP Inspector
3. Pile Foundations:			
a. Verify pile materials, sizes and lengths comply with the requirements.	Continuous	GE	*RFQ/RFP Inspector
b. Determine capacities of test piles and conduct additional load tests as required.	Test	Lab	*RFQ/RFP Inspector
c. Inspect driving operations and maintain complete and accurate records for each pile.	Continuous	GE	*RFQ/RFP Inspector
d. Verify locations of piles and their plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and record any pile damage. (By others)	Continuous	GE	*RFQ/RFP Inspector
f. Concrete piles, and concrete filled piles.	Provide tests and inspections per CONCRETE section below.		
4. Pier Foundations: 2007 CBC, Table 1704A.9			
a. Inspect drilling operations and maintain complete and accurate records for each pier.	Continuous	GE	*RFQ/RFP Inspector
b. Verify locations of piers.	Continuous	Project	*Contractor & Sundt Layton
c. Confirm pier diameters, plumbness, bell diameters (if applicable), lengths, and embedment into bedrock (if applicable).	Continuous	GE	*RFQ/RFP Inspector
d. Confirm adequate end strata bearing capacity.	Test	Lab	*RFQ/RFP Inspector
e. Concrete piers.	Provide tests and inspections per CONCRETE section below.		
5. Retaining Walls:			
a. Placement of soil reinforcement, drainage devices, and backfill.	Continuous	GE	*RFQ/RFP Inspector
b. Segmental retaining walls; inspect placement of units, dowels, connectors, etc.	Continuous	Special	*RFQ/RFP Inspector
c. Concrete retaining walls.	Provide tests and inspections per CONCRETE section below.		
d. Masonry retaining walls.	Provide tests and inspections per MASONRY section below.		
CONCRETE			
6. Cast in Place Concrete			
a. Verify use of required design mix.	Periodic	Special	*RFQ/RFP Inspector
b. Test reinforcing steel.	Test	Lab	*RFQ/RFP Inspector
c. Perform slump test, determine the temperature of the concrete, and (where required) perform air content test.	Test	Lab	*RFQ/RFP Inspector
d. Test concrete (compression test).	Test	Lab	*RFQ/RFP Inspector
e. Inspect batching of concrete.	Continuous	Special	*RFQ/RFP Inspector
f. Inspect placement of formwork, reinforcing steel, embedded items and concrete. Inspect curing and form removal.	Continuous	Special	*RFQ/RFP Inspector
g. Welding of reinforcing steel.	Provide special inspection per STEEL, category below.		
h. Verify in-situ concrete strength prior to removal of shores and forms from beams and structural slabs.	N/A	Special	*RFQ/RFP Inspector
7. Precast Concrete (in addition to Cast in Place Concrete tests and inspections):			
a. Inspect fabrication of precast concrete members.	Continuous	Special	*RFQ/RFP Inspector
b. Inspect erection of precast concrete members.	Continuous	Project	*RFQ/RFP Inspector
8. Shotcrete (in addition to Cast in Place Concrete tests and inspections):			
a. Inspect shotcrete placement.	Continuous	Special	*RFQ/RFP Inspector
b. Test shotcrete.	Test	Lab	*RFQ/RFP Inspector
9. Post-installed Anchors:			
a. Inspect installation of post-installed anchors	Continuous	Special	*RFQ/RFP Inspector
b. Test post-installed anchors.	Test	Lab	*RFQ/RFP Inspector

MASONRY			
10. Structural Masonry:			
a. Test reinforcing steel.	Test	Lab	*RFQ/RFP Inspector
b. Test masonry units, mortar and grout (unit strength method).	Test	Lab	*RFQ/RFP Inspector
c. Test masonry prisms (prism test method).	Test	Lab	*RFQ/RFP Inspector
d. Verify proportions of site-prepared mortar and grout and/or verify certification of premixed mortar and plant batched grout.	Periodic	Special	*RFQ/RFP Inspector
e. Test core-drilled samples in compression and shear.	Test	Lab	*RFQ/RFP Inspector
f. Inspect preparation of prisms.	Continuous	Special	*RFQ/RFP Inspector
g. Verify size, location and condition of all dowels, construction supporting masonry, etc.	Periodic	Special	*RFQ/RFP Inspector
h. Verify specified size, grade, and type of reinforcement.	Periodic	Special	*RFQ/RFP Inspector
i. Welding of reinforcing steel.	Provide special inspection per STEEL, category below.		
j. Inspect placement of reinforcement, connectors, masonry units and construction of mortar joints.	Periodic	Special	*RFQ/RFP Inspector
k. Verify protection of masonry during cold weather (temperature below 40 degrees F) or hot weather (temperature above 90 degrees).	Periodic	Special	*RFQ/RFP Inspector
l. Inspect type, size, and location of anchors and all other items to be embedded in masonry including other details of anchorage of masonry to structural members, frames and other construction.	Continuous	Special	*RFQ/RFP Inspector
m. Inspect grout space prior to grouting and placement of grout.	Continuous	Special	*RFQ/RFP Inspector
11. Post-Installed Anchors in Masonry:			
a. Inspect installation of post-installed anchors	Continuous	Special	*RFQ/RFP Inspector
b. Test post-installed anchors.	Test	Lab	*RFQ/RFP Inspector
STEEL			
12. Structural Steel			
a. Verify that all materials are appropriately marked and that: • Mill certificates indicate material properties that comply with requirements, • Material sizes, types and grades comply with requirements.	Periodic	Special	*RFQ/RFP Inspector
b. Test unidentified materials	Test	Lab	*RFQ/RFP Inspector
c. Examine seam welds of structural tubes and pipes	Periodic	Special	*RFQ/RFP Inspector
d. Verify member locations, bracing and all details constructed in the field.	Continuous	Project	*Contractor & Sundt Layton
e. Verify stiffener locations, connection tab locations and all construction details fabricated in the shop.	Periodic	Special	*RFQ/RFP Inspector
13. High Strength Bolts:			
a. Verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the DSA approved documents.	Periodic	Special	*RFQ/RFP Inspector
b. Test high-strength bolts, nuts and washers.	Test	Lab	*RFQ/RFP Inspector
c. Bearing-type ("snug tight") connections.	Periodic	Special	*RFQ/RFP Inspector
d. Slip-critical connections.	Periodic	Special	*RFQ/RFP Inspector
14. Welding:			
a. Verify weld filler material identification markings per AWS designation listed on the DSA approved documents and the WPS.	Periodic	Special	*RFQ/RFP Inspector
b. Verify weld filler material manufacturer's certificate of compliance.	Periodic	Special	*RFQ/RFP Inspector
c. Verify WPS, welder qualifications and equipment.	Periodic	Special	*RFQ/RFP Inspector
14.1 Shop Welding:			
a. Inspect groove, multi-pass, and fillet welds > 5/16"	Continuous	Special	*RFQ/RFP Inspector
b. Inspect single-pass fillet welds ≤ 5/16"	Periodic	Special	*RFQ/RFP Inspector
c. Inspect welding of stairs and railing systems.	Periodic	Special	*RFQ/RFP Inspector
d. Verification of reinforcing steel weldability	Periodic	Special	*RFQ/RFP Inspector
e. Inspect welding of reinforcing steel.	Continuous	Special	*RFQ/RFP Inspector
14.2 Field Welding:			
a. Inspect groove, multi-pass, and fillet welds > 5/16"	Continuous	Special	*RFQ/RFP Inspector
b. Inspect single-pass fillet welds ≤ 5/16"	Periodic	Special	*RFQ/RFP Inspector
c. Inspect end-welded studs (ASTM A-108) installation (including bend test)	Periodic	Special	*RFQ/RFP Inspector
d. Inspect floor and roof deck welds	Periodic	Special	*RFQ/RFP Inspector
e. Inspect welding of cold-formed steel	Periodic	Special*	*RFQ/RFP Inspector
f. Inspect welding of stairs and railing systems	Periodic	Special*	*RFQ/RFP Inspector
g. Verification of reinforcing steel weldability	Periodic	Special	*RFQ/RFP Inspector
h. Inspect welding of reinforcing steel.	Continuous	Special	*RFQ/RFP Inspector
14.3 Non-destructive Testing:			
a. Non-destructive testing.	Test	Lab	*RFQ/RFP Inspector

TEST AND INSPECTION MATRIX

Updated: 03/12/13

15. Steel Joists and Trusses:			
a. Verify size, type and grade for all chord and web members as well as connectors and weld filler material; verify joist profile, dimensions and camber (if applicable); verify all weld locations, lengths and profiles; mark or tag each joist	Continuous	Special	*RFQ/RFP Inspector
16 Spray Applied Fire-Proofing:			
a. Examine structural steel surface conditions, inspect application, take samples, measure thickness, and verify compliance of all aspects of application with DSA approved documents.	Continuous	Special	*RFQ/RFP Inspector
b. Test bond strength.	Test	Lab	*RFQ/RFP Inspector
c. Test density.	Test	Lab	*RFQ/RFP Inspector
17. Shop Fabrication:			
a. Verify fabricator's fabrication and quality control procedures.	Periodic	Special	*RFQ/RFP Inspector
b. Verify all aspects of shop fabrication including member locations, dimensional layout of all parts and pieces, all welding, bolting, etc.	Continuous	Special	*RFQ/RFP Inspector
OTHER			
18. Skylight Load Test	Test	Lab	*RFQ/RFP Inspector
19. Elevator Testing	Test	Project	*Elevator Inspector Scheduled by Contractor
20. Galvanic Cathodic Protection System			
a. Testing of cable-to-pipe cadweld connections	Test	Special	*RFQ/RFP Inspector
b. Initial testing of bonded ductile iron pipe/fitting sections before backfillf	Test	Special	*RFQ/RFP Inspector
c. Initial testing of insulating joints	Test	Special	*RFQ/RFP Inspector
d. Final Galvanic Cathodic Protection System check out.	Test	Project	*Contractor & Sundt Layton & Consultant
LEGENDS			
a. "Project" - Project contractor or CM or County or a combination will be conducting the test / inspection.			
b. "Special or Lab or GE" - The bidders of this RFQ/RFP are to include these services into their base bid.			

SAMPLE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND

[Test and Inspection Firm name]

THIS AGREEMENT, entered into this ____ day of _____, 20____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **[Test and
Inspection Firm name here]**, hereinafter called "Test and Inspection Firm";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Test and Inspection Firm be retained for the purpose of **[Enter information here]**.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I—§504 Compliance

Attachment IP – Intellectual Property *(**if the IP Attachment does not apply to this contract then delete this line**)*

2. Services to be performed by Test and Inspection Firm

In consideration of the payments set forth herein and in Exhibit “B,” Test and Inspection Firm 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 Test and Inspection Firm in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Test and Inspection Firm 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 **[Write out amount],** **[\$Amount]**.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day], 20[Last 2 digits of year] through [Month and day], 20[Last 2 digits of year].

This Agreement may be terminated by Test and Inspection Firm, the [Name of County Department Head] 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 Test and Inspection Firm under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Test and Inspection Firm may make and retain a copy of such materials. Subject to availability of funding, Test and Inspection Firm 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 Test and Inspection Firm as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

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

7. Hold Harmless

Test and Inspection Firm 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 Test and Inspection Firm, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Test and Inspection Firm'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 Test and Inspection Firm 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 Test and Inspection Firm 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

Test and Inspection Firm shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Test and Inspection Firm 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 Test and Inspection Firm 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 Test and Inspection Firm shall use diligence to obtain such insurance and to obtain such approval. The Test and Inspection Firm shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Test and Inspection Firm's coverage to include the contractual liability assumed by the Test and Inspection Firm 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 County 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 Test and Inspection Firm 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 Test and Inspection Firm 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 Test and Inspection Firm 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 Test and Inspection Firms operations under this Agreement, whether such operations be by himself/herself or by any sub-Test and Inspection Firm 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

(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) Professional Liability	\$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that 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 Test and Inspection Firm 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. Further, Test and Inspection Firm certifies that the Test and Inspection Firm and all of its subTest and Inspection Firms will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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.

Test and Inspection Firm will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

A. *Section 504 applies only to Test and Inspection Firm who are providing services to members of the public.* Test and Inspection Firm 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.

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- 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.* Test and Inspection Firm 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. Test and Inspection Firm'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 Test and Inspection Firm to penalties, to be determined by the County Manager, including but not limited to
- i) termination of this Agreement;
 - ii) disqualification of the Test and Inspection Firm 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 Test and Inspection Firm'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 Test and Inspection Firm under the Contract or any other Contract between Test and Inspection Firm and County.

Test and Inspection Firm 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 Test and Inspection Firm 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. Test and Inspection Firm 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, Test and Inspection Firm shall comply with the County Ordinance which prohibits Test and Inspection Firms from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Test and Inspection Firm 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. Compliance with Test and Inspection Firm Employee Jury Service Ordinance

Test and Inspection Firm shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Test and Inspection Firm, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Test and Inspection Firm or that the Test and Inspection Firm deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) TEST AND INSPECTION FIRM 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: TEST AND INSPECTION FIRM 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) TEST AND INSPECTION FIRM 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.

14. 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the 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 this 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 shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, 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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the

telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

In the case of Test and Inspection Firm, to:

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

[Test and Inspection Firm Name Here]

Test and Inspection Firm's Signature

Date: _____

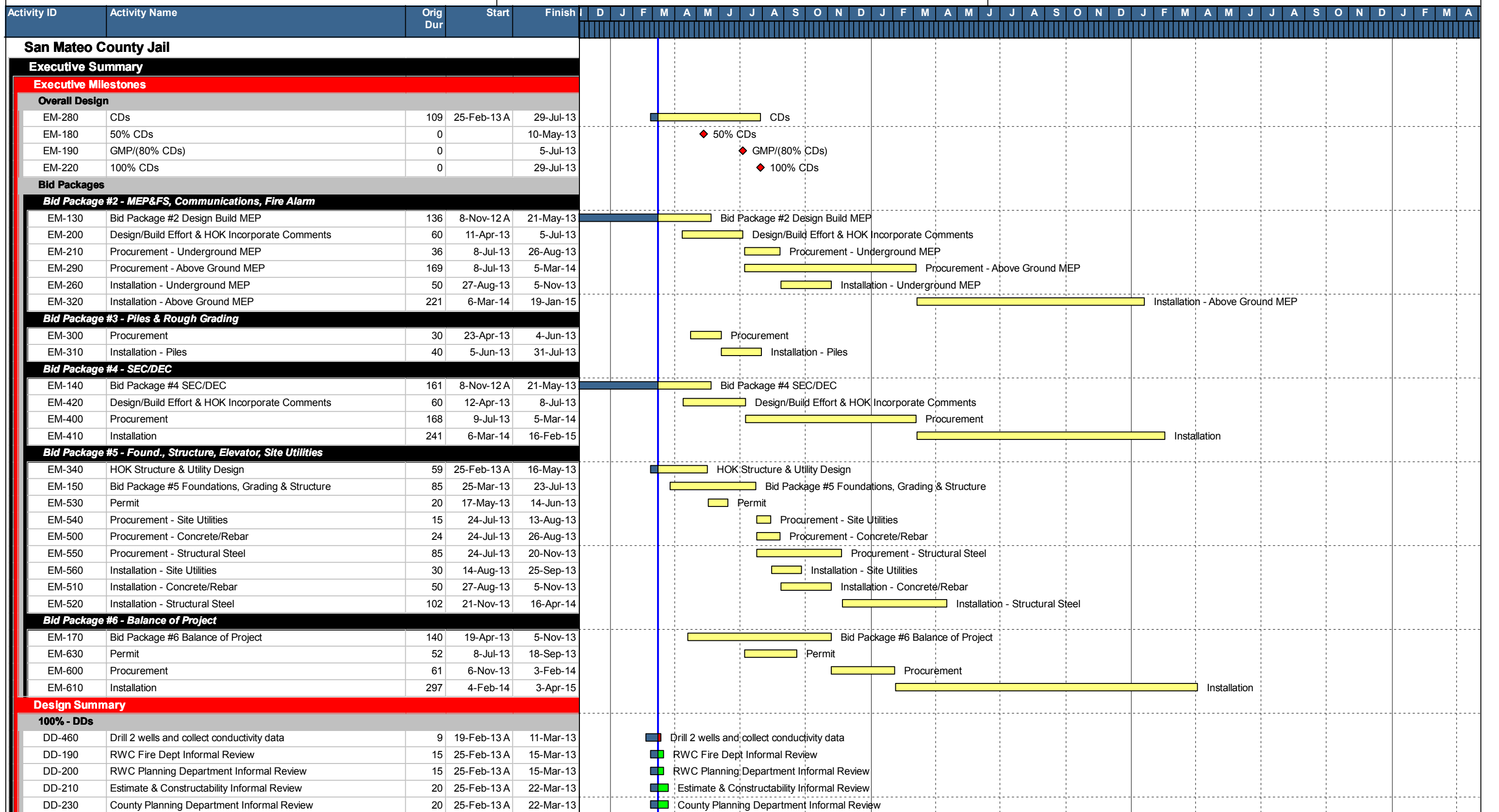
Long Form Agreement/Non Business Associate v 8/19/08

Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Test and Inspection Firm shall provide the following services:

Exhibit "B"

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



Data Date: 8-Mar-13	Remaining Level of Effort	◆	◆ M.
Run Date: 8-Mar-13	Actual Level of Effort	■	
Finish Date: 2-Jul-15	Actual Work	■	
	Remaining Work	■	
	Critical Remaining Work	■	

**San Mateo County Jail
Sundt|Layton
8-Mar-13 Update Schedule**



Activity ID	Activity Name	Orig Dur	Start	Finish	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	
DD-240	County Building Department Informal Review	20	25-Feb-13 A	22-Mar-13																														County Building Department Informal Review
DD-250	County Health Department Informal Review	20	25-Feb-13 A	22-Mar-13																														County Health Department Informal Review
DD-220	Develop Baseline Schedule	20	25-Feb-13 A	22-Mar-13																														Develop Baseline Schedule
DD-400	JPU Bond Process	20	25-Feb-13 A	22-Mar-13																														JPU Bond Process
DD-260	State FM Formal Submittal	30	25-Feb-13 A	5-Apr-13																														State FM Formal Submittal
DD-270	BSCC Formal Submittal	30	25-Feb-13 A	5-Apr-13																														BSCC Formal Submittal
DD-480	SundtLayton Cost Analysis	30	28-Feb-13 A	10-Apr-13																														SundtLayton Cost Analysis
DD-280	Comments from JPU/SL	15	1-Mar-13 A	15-Mar-13																														Comments from JPU/SL
DD-470	Geothermal Consultant's Recommendations	7	12-Mar-13	20-Mar-13																														Geothermal Consultant's Recommendations
DD-500	Receive approval from JPU to incorporate Geothermal into design	1	21-Mar-13	21-Mar-13																														Receive approval from JPU to incorporate Geothermal into design
DD-510	Complete DD Review of Design	0		21-Mar-13																														Complete DD Review of Design
DD-320	Baseline Schedule Due	0		22-Mar-13																														Baseline Schedule Due
DD-310	Report on Estimate	1	11-Apr-13	11-Apr-13																														Report on Estimate
DD-490	JPU Review of Cost Analysis	2	11-Apr-13	12-Apr-13																														JPU Review of Cost Analysis
DD-330	Additional VE Workshop (if necessary)	5	18-Apr-13	24-Apr-13																														Additional VE Workshop (if necessary)
50% CDs																																		
CD-120	Construction Documents (from 16 Weeks to 20 weeks)	109	25-Feb-13 A	29-Jul-13																														Construction Documents (from 16 Weeks to 20 weeks)
CD-110	Develop Specifications of Mock-ups	25	26-Feb-13 A	1-Apr-13																														Develop Specifications of Mock-ups
CD-130	50% CDs	0		10-May-13																														50% CDs
CD-140	Page Turn	5	13-May-13	17-May-13																														Page Turn
CD-150	Comments from Team	8	13-May-13	22-May-13																														Comments from Team
CD-160	Design Evolution Log	5	20-May-13	24-May-13																														Design Evolution Log
80% CDs																																		
CD-180	Issue 80% CDs	0		5-Jul-13																														Issue 80% CDs
PV-130	Schedule Bid Pack Trade Contractor Outreach	1	8-Jul-13	8-Jul-13																														Schedule Bid Pack Trade Contractor Outreach
CD-300	DSA Accessibility Final Permit Review	15	8-Jul-13	26-Jul-13																														DSA Accessibility Final Permit Review
CD-220	RWC Fire Dept Final Permit Review	15	8-Jul-13	26-Jul-13																														RWC Fire Dept Final Permit Review
CD-190	GMP	20	8-Jul-13	2-Aug-13																														GMP
CD-230	RWC Planning Department Final Permit Review	20	8-Jul-13	2-Aug-13																														RWC Planning Department Final Permit Review
CD-240	County Planning Department Final Permit Review	20	8-Jul-13	2-Aug-13																														County Planning Department Final Permit Review
CD-250	County Building Department Final Permit Review	20	8-Jul-13	2-Aug-13																														County Building Department Final Permit Review
CD-260	County Health Department Final Permit Review	20	8-Jul-13	2-Aug-13																														County Health Department Final Permit Review
CD-270	State FM Final Permit Review	30	8-Jul-13	16-Aug-13																														State FM Final Permit Review
CD-280	BSCC Final Submittal Review	30	8-Jul-13	16-Aug-13																														BSCC Final Submittal Review
100% CDs																																		
CD-210	100% CDs	0		29-Jul-13																														100% CDs
CD-200	CD Issue - Start of Major Procurement Activities	0		29-Jul-13																														CD Issue - Start of Major Procurement Activities
CD-290	Constructability Review	20	30-Jul-13	26-Aug-13																														Constructability Review
Bid Package #2 Design Build MEP&FS, Communications, Fire Alarm																																		
BP02-280	Bid Period	20	1-Mar-13 A	28-Mar-13																														Bid Period
BP02-350	Final Addendum Issued	0		21-Mar-13																														Final Addendum Issued
BP02-300	Bids Due	0		28-Mar-13																														Bids Due
BP02-310	Bid Score & Review	9	29-Mar-13	10-Apr-13																														Bid Score & Review
BP02-400	Interviews	2	9-Apr-13	10-Apr-13																														Interviews
BP02-370	Design MEP Systems	60	11-Apr-13	5-Jul-13																														Design MEP Systems
BP02-360	Finalist Notification	0		11-Apr-13																														Finalist Notification
BP02-330	Return Contract/Bonds/Insurance	10	12-Apr-13	25-Apr-13																														Return Contract/Bonds/Insurance
BP02-320	Board Package Due	0		25-Apr-13																														Board Package Due
BP02-340	Board Approval (May 7 or 21 BOS Mtg)	0		21-May-13																														Board Approval (May 7 or 21 BOS Mtg)
BP02-390	80% MEP Design	0		12-Jun-13																														80% MEP Design
BP02-380	HOK incorporate Const. Review comments	15	14-Jun-13	5-Jul-13																														HOK incorporate Const. Review comments

Activity ID	Activity Name	Orig Dur	Start	Finish	Calendar Grid (D, J, F, M, A, M, J, J, A, S, O, N, D, J, F, M, A, M, J, J, A, S, O, N, D, J, F, M, A)																											
BP06-110	Prepare Advertisement	5	19-Apr-13	25-Apr-13																											█ Prepare Advertisement	
BP06-130	County Attorney Review Advertisement	7	26-Apr-13	6-May-13																											█ County Attorney Review Advertisement	
BP06-140	Advertise	10	7-May-13	20-May-13																											█ Advertise	
BP06-160	RFQ Period	35	10-May-13	28-Jun-13																											█ RFQ Period	
BP06-180	RFQ Due	0		28-Jun-13																											◆ RFQ Due	
BP06-190	RFQ Score & Review	15	1-Jul-13	22-Jul-13																											█ RFQ Score & Review	
BP06-170	Prepare Bid Documents / RFP	5	30-Jul-13	5-Aug-13																											█ Prepare Bid Documents / RFP	
BP06-200	County Attorney Review Bid Documents / RFP	5	6-Aug-13	12-Aug-13																											█ County Attorney Review Bid Documents / RFP	
BP06-210	Notice of Pre-Qualified Respondents Posted (Shortlist)	0		9-Aug-13																											◆ Notice of Pre-Qualified Respondents Posted (Shortlist)	
BP06-350	HOK Incorporate Permit Comments	5	19-Aug-13	23-Aug-13																											█ HOK Incorporate Permit Comments	
BP06-230	Bid Pkg #6 Bal of Proj Issue Bid Documents / RFP	0		23-Aug-13																											◆ Bid Pkg #6 Bal of Proj Issue Bid Documents / RFP	
BP06-360	2nd Permit Review	15	26-Aug-13	16-Sep-13																											█ 2nd Permit Review	
BP06-250	Balance of Project Bid Period	22	26-Aug-13	25-Sep-13																											█ Balance of Project Bid Period	
BP06-220	Pre Bid Meeting	3	29-Aug-13	3-Sep-13																											█ Pre Bid Meeting	
BP06-270	Permit Issuance	2	17-Sep-13	18-Sep-13																											Permit Issuance	
BP06-280	Permit Issued/Final Addendum	0		18-Sep-13																											◆ Permit Issued/Final Addendum	
BP06-290	Balance of Project Bids Due	0		25-Sep-13																											◆ Balance of Project Bids Due	
BP06-300	Score & Review	5	26-Sep-13	2-Oct-13																											█ Score & Review	
BP06-370	Finalist Notification	0		2-Oct-13																											◆ Finalist Notification	
BP06-320	Return Contract/Bonds/Insurance	10	3-Oct-13	16-Oct-13																											█ Return Contract/Bonds/Insurance	
BP06-310	Board Package Due	0		16-Oct-13																											◆ Board Package Due	
BP06-330	Board Approval (BOS Nov 5 Mtg)	0		5-Nov-13																											◆ Board Approval (BOS Nov 5 Mtg)	
BP06-340	Balance of Project Sign Contracts	5	6-Nov-13	12-Nov-13																											█ Balance of Project Sign Contracts	
Construction																																
Building Contract Baseline Schedule																																
CON-130	Design, Preconstruction & Permitting	267	23-May-12 A	12-Nov-13																											Design, Preconstruction & Permitting	
CON-100	Start New Construction	0	16-Apr-13																												◆ Start New Construction	
CON-110	Rough Grading	30	16-Apr-13	28-May-13																											█ Rough Grading	
CON-099	Construction Duration	718	16-Apr-13	3-Apr-15																											Construction Duration	
CON-120	Piles	40	5-Jun-13	31-Jul-13																											█ Piles	
CON-109	Site Utilities	30	14-Aug-13	25-Sep-13																											█ Site Utilities	
CON-150	Concrete	50	27-Aug-13	5-Nov-13																											█ Concrete	
CON-170	Concrete Footings & Foundations Complete	0		5-Nov-13																											◆ Concrete Footings & Foundations Complete	
CON-160	Super-Structure	102	21-Nov-13	16-Apr-14																											█ Super-Structure	
CON-119	If Geothermal (Wells + Phase 2 Site Utilities)	60	27-Nov-13	21-Feb-14																											█ If Geothermal (Wells + Phase 2 Site Utilities)	
CON-180	Structural Steel Complete	0		3-Feb-14																											◆ Structural Steel Complete	
CON-200	Exterior Skin	80	4-Feb-14	27-May-14																											█ Exterior Skin	
CON-210	Interior Rough-Ins	97	6-Mar-14	22-Jul-14																											█ Interior Rough-Ins	
CON-220	Exterior Skin & Roof Complete	0		27-May-14																											◆ Exterior Skin & Roof Complete	
CON-190	Sitework & Offsite Improvements	40	28-May-14	23-Jul-14																											█ Sitework & Offsite Improvements	
CON-240	Interior Rough-Ins Complete	0		22-Jul-14																											◆ Interior Rough-Ins Complete	
CON-230	Permanent Power Energized	0		22-Jul-14																											◆ Permanent Power Energized	
CON-250	Interior Finishes	80	23-Jul-14	12-Nov-14																											█ Interior Finishes	
CON-260	HVAC Start-Up	0	4-Sep-14																												◆ HVAC Start-Up	
CON-280	Start Commissioning & Closeout	0	6-Nov-14																												◆ Start Commissioning & Closeout	
CON-290	Electronics & Commissioning	49	6-Nov-14	19-Jan-15																											█ Electronics & Commissioning	
CON-270	Interior Finishes Complete	0		12-Nov-14																											◆ Interior Finishes Complete	
CON-300	Close-Out	49	9-Jan-15	18-Mar-15																											█ Close-Out	
CON-310	Security Electronics Complete	0		19-Jan-15																											◆ Security Electronics Complete	
CON-320	Security Electronics Testing Complete	0		16-Feb-15																											◆ Security Electronics Testing Complete	
CON-330	Construction Complete	0		18-Mar-15																											◆ Construction Complete	

