

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CONSTRUCTION TESTING SERVICES, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CONSTRUCTION TESTING SERVICES, INC., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an agreement for special inspection materials testing, soil testing and analysis services on September 1, 2013; and

WHEREAS, the parties wish to amend the agreement to expand the scope of work to include the provision of construction inspection services for the Regional Operations Center (ROC) project, extending the end date to March 30, 2019, and adding \$101,826 for a new not-to-exceed amount of \$201,826.

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

1. Section 2, "Contract Term", of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 1, 2013 through **March 30, 2018**.

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

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, 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.

2. Section 3, "Payments", of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO HUNDRED ONE THOUSAND EIGHT HUNDRED TWENTY SIX DOLLARS (\$201,826).

3. Section 20, "Jury Duty Requirements", of the agreement is amended to read as follows:

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

4. **Original Exhibit A-II: "Amount and Method of Payment" is revised to read as follows:**

I. Amount and Method of Payment:

In consideration of the above services provided by Contractor, County shall pay Contractor within 30 days upon receipt in our Accounting Department, of a written itemized invoice identifying the Agreement Number, location of work, specific work completed and breakdown of charges. The approved total not-to-exceed amount shall be **TWO HUNDRED ONE THOUSAND EIGHT HUNDRED TWENTY SIX DOLLARS (\$201,826).**

Testing charges and hourly rates shall be in accordance with the attached Exhibit B – CTS' 2012 fee schedule-P6917 1/13/2012 Personnel Fees and Basis.

In accordance with Exhibit B, which is part of the original agreement dated September 1, 2013, additional testing charges and hourly rates shall be in accordance with the attached Exhibit B2 – CTS' Preliminary Estimate: Inspections and Testing –P10842, 1/21/2016.

Invoices are to be submitted to:
Department of Public Works-Capital Projects Unit
555 County Center, 5th Floor
Redwood City, CA 94063

5. All other terms and conditions of the agreement dated July 1, 2014, between the County and Contractor shall remain in full force and effect.

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

ATTEST:

Date: _____

By: _____
Clerk of Said Board

CONSTRUCTION TESTING SERVICES

Contractor's Signature

Date: _____



PRELIMINARY: ESTIMATE: INSPECTIONS & TESTING

ITEM: 1	ESTIMATED DAYS	ESTIMATED HOURS	UNIT PRICE	ESTIMATED TOTAL
ON-SITE TESTING & INSPECTIONS				
CONCRETE				
POSTTENSIONING GRADE BEAMS	4	8	\$100	\$1,200
NON-SHrink GRCIT - COLUMN BASE PLATES	2	4	\$100	\$600
SLAB ON GROUND	2	8	\$100	\$1,200
METAL DECK JOISTS (W/RA/PC/SC/ACC)	2	8	\$100	\$1,600
ACT TECH CORR ELT W/ 150 POUNDS	1	8	\$100	\$800
MECHANICAL PANS IN ROOF	2	4	\$100	\$800
OTHER - MISC CONCRETE	3	4	\$100	\$2,000
WIRING/PIPELINE - 1 SET OF RAMP 25 PPM 7.000 SQ				
SUBSTRATE INSPECTION	2	4	\$100	\$800
THICKNESS TESTS/ACCELERATION SAMPLING	2	8	\$100	\$1,600
CONCRETE/ADHESION TESTING	2	4	\$100	\$800
STRUCTURAL STEEL				
REINFORCING/BRIDGE VERIFICATION/BOULTING	10	4	\$100	\$1,200
FIELD WELDING/GUTTING	10	8	\$100	\$16,000
RJM, STIFFENERS/SAWS - PERIODIC INSPECTION	10	4	\$100	\$4,000
MISC PIPE & DRAIN SERVICES				
REPAIR HOLES - (INSTALL OBSERVATION	3	4	\$100	\$1,200
Pre-Cumulative Sub-Total of On-Site Testing & Inspection (Appendix)				\$37,200

ITEM: 11	ESTIMATED DAYS	ESTIMATED HOURS	UNIT PRICE	ESTIMATED TOTAL
STEEL SHOP - DAY SHIFT *	40	8	\$109	\$5,200
BRICK LAYING	5	1	\$109	\$1,000
IRON PILING	5	1	\$92	\$425
MISCELLANEOUS STEEL STAIRS	5	8	\$109	\$4,000
<i>Portsmouth Site Total of 110,500 (including 20,000)</i>				\$28,625

ITEM: III LABORATORY TESTING & ENGINEERING	ESTIMATED UNITS/HOURS	UNIT PRICE	ESTIMATED TOTAL
CONCRETE COMPRESSION TESTS	77	\$50	\$2,750
FIREPROOFING DENSITY TESTS	25	\$162	\$2,400
NON SKIDK GROUT - 2"x 2" CUBES	6	\$50	\$300
SAMPLE PICK-UPS	100	\$5	\$500
WTS REVIEW	1	\$250	\$250
MAX DIS CHG	3	\$250	\$750
FINAL LETTER	1	\$250	\$250
<i>Performance As A Part of Laboratory Testing & Engineering (approx.)</i>			<i>\$6,250</i>

ITEM: IV ADD ALTERNATE ITEMS	ESTIMATED DAYS	ESTIMATED UNITS/HOURS	UNIT PRICE	ESTIMATE TOTAL
GEOTECHNICAL SERVICES				
SOILS COMPACTION - BUILDING FOOT	1	8	\$75	\$1,200
SOILS COMPACTION - SITE UTILITIES	0	8	\$75	\$3,600
TRAVEL TIME FOR NUCLEAR GAUGE	9	2	\$75	\$1,800
MILEAGE	12	88	\$60.51	\$5,461
GEOTECHNICAL LABORATORY SERVICES				
IRADIATION		2	\$95	\$190
FLACID INDEX		2	\$175	\$350
SAND EQUIVALENT		2	\$75	\$150
COMPACTION CURVES		2	\$280	\$560
SAMPLE TICKETS		8	\$3	\$24
GEOTECH ENGINEER CP RECORD REVIEW		6	\$185	\$1,110
FINAL LETTER		1	\$190	\$190
<i>Preliminary Sub-Total of Subcontractor Bidding (approx.)</i>				<i>\$8,120</i>
Professional Engineering Fees				\$8,120
Design Development & Construction				\$415
Total Professional Fees \$11,535				\$11,535

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