

Agreement No. 84700-18-R075496C

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ALLANA BUICK & BERS, INC. (ABBAE)**

This Agreement is entered into this 17<sup>th</sup> day of October, 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Allana Buick & Bers, Inc. (ABBAE) 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 Project Inspection Services.

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  
Exhibit C—Contractor Personnel  
Exhibit D—Contractor's Proposal  
Exhibit E—RFP  
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.

**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 THOUSAND DOLLARS (\$600,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 17, 2017, through October 16, 2020.

## **5. Termination**

This Agreement may be terminated by Contractor or by the Director of Project Development Unit or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

## **6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

## **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 to the extent that they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional 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 Sections 2778 and 2782.8 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

**9. Assignability and Subcontracting**

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

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification 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, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

#### **11. Compliance With Laws**

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. 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.

Further, Contractor certifies that it and all of its subcontractors 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. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

#### **12. Non-Discrimination and Other Requirements**

##### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

##### **b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations

for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

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

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. 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.

**15. 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.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. 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: Deborah Bazan, Director  
Address: 1402 Maple Street, Redwood City, CA 94063  
Telephone: (650) 599-9063  
Email: [dbazan@smcgov.org](mailto:dbazan@smcgov.org)

In the case of Contractor, to:

Name/Title: Thomas Tripp, Director of Construction Management  
Address: 990 Commercial Street, Palo Alto, CA 94303  
Telephone: (650) 543-5600  
Facsimile: (650) 543-5625  
Email: [ttripp@abbbae.com](mailto:ttripp@abbbae.com)

18. **Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

\* \* \*

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

For Contractor: ALLANA BUICK & BERS, Inc. (ABBAE)


  
Contractor Signature

11.2.17  
Date

Allana Buick & Bers, INC. (ABBAE)  
Contractor Name (please print)

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**For County:**

  
Purchasing Agent Signature  
(Department Head or  
**Authorized** Designee)  
County of San Mateo

11/7/17  
Date

Mike Callagy  
Purchasing Agent Name (please print)  
(Department Head or **Authorized** Designee)  
County of San Mateo

Assistant County Manager  
Purchasing Agent or **Authorized** Designee  
Job Title (please print)  
County of San Mateo

### Exhibit A

- I. Description of Services to be Performed by the Contractor  
In consideration of the payments set forth in Exhibit B, Contractor shall provide the professional inspection services as indicated in Exhibit E—RFP Section II SCOPE OF WORK.
- II. Amount and Method of Payment  
Contractor shall be entitled to payments in consideration for work performed per above, and based on those professional fees set forth in Exhibit B. Separate and individual "not-to-exceed" cost proposals may be requested from Contractor during the term of the Agreement. If found acceptable by the Department as to scope, cost and delivery schedule, Work Orders will be issued, as needed and at the Department's sole discretion, for each individual project. Invoice(s) may be submitted by Contractor according to progress achieved and recognized by the Department, for payment by the County thirty working days from date of receipt, absent errors and/or corrections as may be found upon review of invoice(s).
- III. Notice to Proceed  
Upon acceptance of individual cost proposal(s) Contractor shall commence work upon receipt of a Work Order Authorization – Notice to Proceed issued by County, establishing Not-to-Exceed cost, work duration and/or completion date.
- IV. Expenses  
Reasonable and necessary expenses related to the services performed and actually incurred shall be reimbursed at cost upon submission of an expense report and backup documentation.
- V. Changes in Work  
The Director of Project Development Unit or his/her designated representative may order changes, in writing, to the scope or character of work which are mutually acceptable, either decreasing or increasing the amount and duration of individual Work Orders. However, the aggregate dollar amount of Work Orders issued during the term of the Agreement may not exceed the total value of the Agreement without express consent of the County's Board of Supervisors.

### 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:

When Fees for services are based on the actual hours worked on the project by position, the billing rates will be in accordance with the following schedule:

Position	Rate	Position	Rate
Principal I	\$ 270.00	Building Technologist I	\$ 150.00
Principal II	\$ 290.00	Building Technologist II	\$ 160.00
Principal III	\$ 330.00	Building Technologist III	\$ 170.00
Principal IV	\$ 380.00	Field Monitor I	\$ 130.00
Associate I	\$ 210.00	Field Monitor II	\$ 140.00
Associate II	\$ 230.00	Field Monitor III	\$ 150.00
Associate III	\$ 240.00	Field Monitor (Part-Time)	\$ 160.00
Associate IV	\$ 250.00	CAD Graphics Specialist I	\$ 140.00
Consultant I	\$ 170.00	CAD Graphics Specialist II	\$ 150.00
Consultant II	\$ 190.00	CAD Graphics Specialist III	\$ 160.00
Consultant III	\$ 210.00	Admin Services	\$ 100.00
Consultant IV	\$ 230.00	Forensic Document Specialist	\$ 160.00
Construction Manager I	\$ 160.00	IT Consultant	\$ 160.00
Construction Manager II	\$ 180.00		
Construction Manager III	\$ 200.00		
Executive Project Manager	\$ 230.00		

### Exhibit C

The Contractor shall provide the county with resumes of the key staff members to be assigned to said project in advance of commencing any professional services. Once the county approves the key staff to be assigned to the project, any substitutions or additions shall be subject to written approval by the county. The county reserves the right to reject any personnel the Contractor proposes for use on the project.

Contractor represents that it is qualified to furnish the services described under this Agreement. Contractor further declares that one or more members or employees of its firm and that of its sub-contractors, if so required by the State, if any, are licensed by the State of California to perform their services and that these services will be performed by them or under their direct supervision. Contractor

shall furnish to county for approval, upon execution of this agreement, a list of all firms or corporations to be employed as sub-contractors.

Nothing in this Agreement abrogates the professional responsibilities of the Contractor and/or sub-contractors with respect to design defects, errors, omissions, or malpractice.



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
County Manager



**Date:** October 18, 2017

**Board Meeting Date:** October 17, 2017

**Special Notice / Hearing:** None

**Vote Required:** Majority

**To:** Honorary Board of Supervisors

**From:** Debbie Bazan, Director of Project Development Unit

**Subject:** On-Call Project Inspection Services

**RECOMMENDATION:**

Adopt a resolution authorizing the County Manager or Manager's designee to execute on-call agreements with the following 6 firms: 4Leaf, Inc., Allana, Buick & Bers, Construction Management Inspection (CMI), Consolidated - Dabri, Inspection Services, Inc. (ISI), K&B Construction Services, Inc./Apex Testing Laboratories, and Upper Hand Consulting, Inc. to provide on-call project inspection services for the Project Development Unit for the term October 17, 2017 through October 16, 2020 in an amount not to exceed \$600,000 per agreement for an aggregate not to exceed amount of \$3,600,000.

**BACKGROUND:**

In January 2017, the County Manager's Project Development Unit (PDU) was formed to oversee and manage all ground up construction performed by the County of San Mateo. The PDU's core group includes a Director, a Manager, two Management Analysts, a Senior Accountant, and two Project Managers. It was determined that the best method to supplement this core group is to add experienced project inspection services. It is anticipated that the Project Development Unit will be ramping up for a period of four to five years managing these projects, however it must remain scalable while additional studies and plans are made to determine the next phase of projects to be managed by this unit.

In March of 2017, your Board held a Study Session to consider the recommendations made in the Feasibility Studies and Master Plans that reviewed the County's use of lease space, aging facilities, OSHPD compliance work, public accessibility and navigation, parking, environmental standards, and efficiency of employee work spaces. Direction was given to the County Manager and the PDU to move forward with these recommendations. These new, approved, and on-going Capital Projects total approximately \$500 million and are being managed by the PDU.

**DISCUSSION:**

Multiple large County capital projects are underway which will require intensified PDU operations for approximately five years. The PDU does not have sufficient in-house

personnel to appropriately manage this size and number of projects without additional support from specialized construction consultants.

To secure these consultants, the PDU conducted a Request for Proposals. A selection committee comprised primarily of departmental staff reviewed and ranked the 7 submissions received from qualified firms, conducted background and reference checks, and made recommendations.

By executing the on-call agreements with these recommended firms, PDU will receive all manner of project inspection services for various capital projects. These services include but are not limited to; assuring that all construction elements and systems work individually and together as intended and required. Project inspection shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations.

The Department will issue individual Work Orders of a project scope of work and a not-to-exceed amount for the individual Work Order, the cumulative sum of Work Orders will not exceed the maximum amount of the agreement.

The consultants have agreed to comply with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memorandum, including but not limited to, minimum insurance requirements, hold harmless clauses, and non-discrimination and equal benefits policies. County Counsel has reviewed and approved the accompanying Resolution as to form.

Executing the "on-call" project inspection agreements contributes to the Shared Vision 2025 outcome of Collaborative Community by reducing the cost and time required to complete major County construction projects.

**FISCAL IMPACT:**

The not-to-exceed amount for these agreements is \$600,000 per agreement or \$3,600,000 in aggregate. The cost of these contracts will be funded by the budgets for the individual projects to which the consultant is assigned.

**RESOLUTION NO. 075496**

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

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

**RESOLUTION AUTHORIZING THE COUNTY MANAGER OR HIS/HER DESIGNEE TO EXECUTE ON-CALL AGREEMENTS WITH 4LEAF, INC.; ALLANA, BUIK & BERS; CONSTRUCTION MANAGEMENT INSPECTION (CMI); CONSOLIDATED – DABRI INSPECTION SERVICES, INC. (ISI); K&B CONSTRUCTION SERVICES; INC./APEX TESTING LABORATORIES; AND UPPER HAND CONSULTING, INC. TO PROVIDE ON-CALL PROJECT INSPECTION SERVICES FOR THE PROJECT DEVELOPMENT UNIT FOR THE TERM OF OCTOBER 17, 2017 THROUGH OCTOBER 16, 2020 IN THE AMOUNT NOT TO EXCEED \$600,000 PER AGREEMENT FOR AN AGGREGATE NOT TO EXCEED AMOUNT OF \$3,600,000**

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

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

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

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

**WHEREAS**, by executing the consultant agreements, the PDU will receive all manner of project inspection services for various capital projects. These services include but are not limited to; assuring that all construction elements and systems work individually and together as intended and required. Project inspection shall effectively

and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations; and

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

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

**WHEREAS**, The cost of these contracts will be funded by the budgets for the individual projects to which the consultant is assigned. Funding for these agreements have been included in the PDU FY 2017-18 Adopted Budget. Similar funding will be included in future years.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors authorizes the County Manager or his/her designee to execute separate on-call agreements for on-call project inspection services with 4Leaf, Inc.; Allana, Buick & Bers; Construction Management Inspection (CMI); Consolidated – Dabri, Inspection Services Inc. (ISI); K&B Construction Services, Inc./Apex Testing Laboratories; and Upper Hand Consulting, Inc. in an amount not to exceed \$600,000 per agreement for an aggregate not to exceed amount of \$3,600,000.

\* \* \* \* \*

RESOLUTION NUMBER: 075496

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

*AYES and in favor of said resolution:*

*Supervisors:*

DAVE PINE

CAROLE GROOM

DON HORSLEY

WARREN SLOCUM

DAVID J. CANEPA

*NOES and against said resolution:*

*Supervisors:*

NONE



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

***Certificate of Delivery***

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



Deputy Clerk of the Board of Supervisors

# REQUEST FOR PROPOSAL



## On-Call Project Inspection Services

County of San Mateo Project Development Unit

Release Date: July 28, 2017

Responses are due and must be received  
by 2:00 p.m. Pacific Daylight Time  
on **August 25, 2017**

**REQUEST FOR PROPOSALS  
FOR  
ON-CALL PROJECT INSPECTION SERVICES**

**PROPOSALS WILL NOT BE ACCEPTED AFTER  
THE DUE DATE AND TIME POSTED**

***Note regarding the Public Records Act:***

Government Code Sections 6250 *et seq.*, the California Public Records Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request for Proposal is a public record in its entirety. Also, all information submitted in response to this Request for Proposal is itself a public record **without exception**. Submission of any materials in response to this Request for Proposal constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

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## **SECTION I – GENERAL INFORMATION**

### **A. STATEMENT OF INTENT**

As outlined in more detail in Section II – Scope of Work, this Request for Proposal (RFP) is for Project Inspections Services. These services include but are not limited to; assuring that all construction elements and systems work individually and together as intended and required.

Project inspection shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations.

The requested services will be utilized on numerous of ground up construction projects within the County of San Mateo under the Project Development Unit. The target start date and term for the proposed services is subject to negotiation of a final agreement, through to the completion of the project. PDU intends to bring under contract up to three on-call firms to start provided services on an as needed basis as contracts are executed.

### **B. BACKGROUND**

The Project Development Unit ("PDU" or the "Department") plans, designs, constructs, new county-owned facilities to ensure they are safe and accessible to residents and clients of county agencies, the general public, and county employees. PDU has approximately 11 projects ranging from \$4 million to \$100 million that will be completed over the next five years.

### **C. THE REQUEST FOR PROPOSAL PROCESS**

This RFP seeks the submission of proposals to provide services from any and all interested and qualified proposers. The County of San Mateo seeks, by way of this RFP, to obtain the listed services in a manner that maximizes the quality of services, while also maximizing value to the County and, by extension, the citizens of the County. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel and equipment resources.

## **SECTION II – SCOPE OF WORK**

### **A. DESCRIPTION**

Firm(s) shall provide professional inspection services continually throughout the life of the project(s) they are selected to perform duties on and assure that all construction elements and systems work individually and together as intended and required. Project inspection shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations

The initial scope of work for each project will be established prior to the issuing of a task order; dependent upon the Project's needs, firms may be requested to perform various inspection tasks at different phases of design and construction.

The Inspector's services shall include but not be limited to the following tasks:

1. Provide project inspection services to insure compliance with applicable codes/regulations, construction drawings, specifications and quality control required by the contract documents. Issue correction notices, Notices of Non-Compliance (as required) and notify the A/E Team and the County Project Manager in writing if work does not conform to contract document.
2. Prior to commencement of work, Inspector will work with the County and Contractor to develop

an **inspection plan** for the construction of the project.

3. Participate in the constructability review of project documents with the PDU and respective A/E firms during design and construction phases.
4. Review and verify the Contractor's As-Built record documents are accurately updated monthly prior to processing of Contractor's monthly payment request.
5. Maintain liaison with the PDU, A/E Team, Special Inspectors and other regulatory agencies and governing bodies as necessary to maintain project continuity.
6. Submit, **on a daily basis**, an activity report to the PDU Project Manager/ Construction Manager, including the following information:
  - A. Activities performed by the Contractors, areas where work is being performed, and progress status.
  - B. Manpower assigned to each Contractor and Subcontractor.
  - C. Weather conditions.
  - D. Equipment and materials delivered to the site.
  - E. Construction equipment and vehicles utilized.
  - F. Nature of the work being performed (starting and completion dates for various portions of the work).
  - G. Verbal instructions and clarifications of the work given to the Contractor.
  - H. Inspection(s) by representatives of regulatory agencies.
  - I. Note occurrences or conditions that might affect Contract Sum or Contract Time.
  - J. List visitors to the site, titles, and reasons for visit.
  - K. Record any work or material in place that does not correspond with the drawings or specifications, as well as resulting action(s) taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
7. Inspector shall comply with all federal, state, county and local governmental requirements.
8. Review and monitor Contractor's construction methods and procedures during all construction activities, including earthwork, concrete placement, masonry erection, welding procedures, all finishes, electrical, mechanical, fire alarm, etc.
9. Attend all meetings as required in contract documents and requested by County, i.e., billing meetings, specification review meetings, coordination meetings, weekly progress meetings, pre-roofing meetings, etc.
10. Assist the PDU and Contractor in scheduling all required tests and testing laboratory visitations required by the Contract documents. Observe and record dates and times of all test procedures.
11. Inspect, verify, and document Contractor's delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection **must** occur within 48 hours of Contractor's delivery of equipment to the job site.
12. Submit to the PDU, A/E and Contractor, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in field construction that will result in

a variance from the drawings or specifications as originally issued, including Field Change Directives.

13. Review the Contractor's Payment Requests at billing meetings. When the Contractor's work or a designated portion thereof is substantially complete, prepare for the PDU a list of incomplete or unsatisfactory items via a "punch list" and submit to the PDU and A/E.
14. Assist the County in the review of Contractor's Submittals and provide comments on their compliance with the contract documents.
15. At completion of project, deliver all inspection records and project correspondence to the County.

The firm(s) shall also have experience working with the various regulatory agencies and have good knowledge of the various County permit application processes; not limited to Planning, Building, Environmental Health, Public Works, and Fire; in addition to the following potential CEQA/ EIR agencies.

The capability of firms or individuals submitting proposals shall include inspections services that cover the full spectrum ("cradle-to-grave") of their task, including owner representation, support and recommendations pertaining to all tasks performed; due diligence, data gathering, information organization, oversight and methodology used to produce the final recommendation of a task.

The County may request from the consulting firm or individual any or all of the above tasks, according to the nature of the project assigned. The firm must be so staffed as to render these services expeditiously upon request.

The selected consultant(s) will become an integral member of the County's implementation team. The consultant(s) final selection is contingent upon the County Board of Supervisor's approval of negotiated service agreements.

Proposals will be considered only from firm(s) who can demonstrate the following minimum qualifications:

1. Consulting firm has demonstrated experience as well as in-house resources necessary to effectively provide the required services.
2. The personnel assigned to projects shall have significant experience in all phases of public sector construction with successful design-build and Construction Manager at Risk within the last five years in the State of California, and proposal shall indicate their names along with resumes.
3. Firms shall have extensive knowledge of available project delivery systems allowed under California Public Contract Code, and make such recommendations as to their applicability as appropriate.
4. Consultant and staff shall be knowledgeable of all applicable codes (including planning and building and the ancillary permit requirements), American with Disabilities Act, federal, state and local by-laws as applicable, including sustainability, conservation and practice of LEED principles and certification processes.
5. Firms shall be capable of meeting the project milestones set by the County.

## COMPENSATION and LENGTH OF AGREEMENT

Firm(s) selected will be offered a NOT-TO-EXCEED contract in the amount of \$600,000.00 (Six Hundred Thousand Dollars and no cents). The Project Development Unit will assign independent task orders as services are needed that will be subtracted from the overall not-to-exceed amount.

The anticipated duration of the agreement will be for 3 years, with the term tentatively to begin summer of 2017 and end in 2020.

## **SECTION III – GENERAL TERMS AND CONDITIONS**

**Read all Instructions.** Read the entire RFP and all enclosures before preparing your proposal.

**Proposal Costs.** Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the County or otherwise reimbursed by the County.

**Proposal Becomes County Property.** The RFP and all materials submitted in response to this RFP shall become the property of the County.

**Questions and Responses Process.** Submit all questions relating to this RFP to the contact noted in Section IV.

All questions must be received no later than **August 9, 2017** by 5:00p.m.

Addendums, additional information, responses to questions, and changes to this RFP, if warranted, will be posted to the PDU website: [www.smcpcdu.org](http://www.smcpcdu.org). It is the responsibility of each proposer to check the website for changes and/or clarifications to the RFP prior to submitting a response. A proposer's failure to do so will not provide a ground for protest.

**Alteration of Terms and Clarifications.** No alteration or variation of the terms of this RFP is valid unless made or confirmed in writing by the County. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the County.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify the County of such error in writing and request modification or clarification of the document. If a proposer fails to notify the County of an error in the RFP prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or clarifications to the RFP will be posted to the PDU website [www.smcpcdu.org](http://www.smcpcdu.org) as outlined above without divulging the source of the request for same. The County may, at its discretion, also give electronic notice by email to all parties who have notified the County of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

**Selection of Consultants(s).** The selection of a consultant will be memorialized in the form of a "County Agreement with Independent Contractor" (see the enclosed sample of the Standard Contract Template), authorized by a resolution of the County Board of Supervisors and signed by both parties.

The County reserves the right to reject any or all proposals without penalty. The County's waiver of any deviation in the proposal shall in no way modify the RFP documents or excuse the proposer from full compliance with any eventual contract.

Once consultants are selected, the Agreement with that consultants must still be negotiated and submitted to the San Mateo County Board of Supervisors for approval, and there is no contractual agreement between the selected consultants unless and until the Board of Supervisors approves and the County executes the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to County leadership by way of an Agreement does not constitute an offer, and proposers acknowledge by submission of a proposal that no agreement is final unless and until approved by the Board of Supervisors.

**Equal Benefits.** Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**Jury Duty.** The contractor must comply with the County Ordinance requiring that the contractor have and adhere to a written policy that provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employee's regular pay the fees received for jury service. See the Jury Service Requirements Chapter 2.85 of the Ordinance Code of San Mateo County enclosure. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) it will comply with the jury service pay ordinance with respect to any future qualifying employees.

**Insurance.** The County has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry \$1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers' compensation insurance; if the contractor or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

**Incomplete Proposals May be Rejected.** If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.

**Contact with County Employees.** As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any County employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

Proposers should submit questions or concerns about the process as stated above. The proposer should not otherwise ask any County employees questions about the RFP or related issues, either orally or by written communication, unless invited to do so.

**Group Purchasing Organization Participation.** Proposers should keep in mind that the County is a participant in more than one Group Purchasing Organization (GPO), and this RFP is open to those who provide services under a GPO. Proposers should ensure their proposals are as competitive as possible while also providing the highest quality services in order to be considered viable consultants for the listed services. The County reserves the right to use GPO consultants if doing so is in the County's best interest, as determined solely by the County, even if that consultant does not submit a proposal in response to this RFP.

**Proposal Fees.** Proposer may elect to present their proposal fee in a way that they deem more competitive. General guidelines for different methods are below:

**Reimbursables.** If work authorized is based on time, equipment, and materials (T&M), all reimbursable services shall require advanced authorization, in writing. All reimbursable items are on an actual-cost basis. When invoicing for reimbursable costs, detailed back up shall be provided to the County, including detailed material or equipment fees, receipts, hourly rates, time spent on tasks and a description of the task ("Detailed Backup"). Use of sub consultants, previously authorized in writing, must also present Detailed Backup.

Office overhead should be calculated into the line items within the classifications of the professional rate schedule, and cannot be billed separately. Overhead includes, but is not limited to, accounting functions, office functions, certified payroll compliance, office equipment, phone calls, maintaining books and records, filing, word processing, dictation, office overhead, etc.

Deliverables in the original or electronically are not reimbursable (reports, photos, drawings, etc.), except when additional hard copies are required.

**Travel Costs.** There are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind:

- a. Reimbursable Expenses shall not include Local Travel
- b. Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by the consultant.
- c. "Local Travel" means travel between Firm's offices and San Mateo County, and travel to any location within a fifty-mile radius of either Firm's office or San Mateo County.

Reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, California), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. are reimbursable on an actual-cost basis.

If there are no air flights involved, rental cars and pay for rides, where allowed, are reimbursed at the GSA rate from the office or place of ride origin, whichever is less.

**Miscellaneous.** This RFP is not a commitment or contract of any kind. The County reserves the right to pursue any and/or all ideas generated by this RFP. The County reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document. The County reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the County. Finally, the County may revise or clarify aspects of the required services after proposals are submitted by communicating directly to some or all of the consultants that submitted proposals.

The terms and conditions of this RFP, including any addendum, shall become a part of any agreement resulting from this RFP.

## **SECTION IV – REQUEST FOR PROPOSAL PROCEDURE**

This section describes the general RFP procedure used by the County, and the remaining sections of this RFP list detailed requirements.

### **A. CONTACT PERSON**

The contact person at the County for questions and proposal submissions for this RFP is:

Sam Lin - Manager, [slin@smcgov.org](mailto:slin@smcgov.org)

### **B. TENTATIVE SCHEDULE OF EVENTS**

Dates are subject to change

<b>EVENT</b>	<b>DATE</b>
Release Request for Proposal	7/28/17
Deadline to submit questions to the County	8/9/17
Last addendum posted by	8/16/17
<b>Proposal Submission Deadline</b>	<b>8/25/17@2:00PM</b>
Review proposals	8/28/17- 9/1/17
Selected Firm(s) Announced by PDU	9/1/17
Contract Phase	9/4/17-9/15/17
Recommendation to Board of Supervisors	9/26/2017

### **C. SUBMISSION OF PROPOSALS**

**Proposal:** By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the County. The County reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

All responses must be received by the stated date and time in order to be considered for award. The County will not be responsible for late proposals. Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the County, as determined in the sole discretion of the County.

### **D. CONFIDENTIALITY OF PROPOSALS**

California Government Code Sections 6250 et seq. (the "California Public Records Act" or the "Act") defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The materials submitted in response to this RFP are subject to the California Public Records Act.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that

the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

If the County receives a request for any portion of a document submitted in response to this RFP, the County will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the County reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

## **E. PROPOSAL EVALUATION**

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the County may require a proposer's representative to answer specific questions orally and/or in writing. The County may also require a visit to the proposer's offices, other field visits or observations by County representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm(s) will be recommended by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation will be focused on factors such as cost, past performance/ references, and qualifications.

Responses to this RFP must adhere to the format for proposals detailed in Section V - PROPOSAL SUBMISSION REQUIREMENTS. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

- Qualifications and experience of the entity, including capability and experience of key personnel and experience with other public or private agencies to provide these services
- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- Customer service
- History of successfully performing services for public or private agencies
- Ability to meet any required timelines or other requirements
- Claims and violations against you or your organization
- Cost to the County for the primary services described by this RFP
- References
- Compliance with County RFP and contractual requirements

The County may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the County. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the County may, in its sole discretion, correct errors or contact a proposer for clarification.

Note that the County reserves the right to evaluate proposals solely based on each consultant's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the County. Your proposal must be complete without relying on external websites, sales brochures, marketing materials or white papers.

The County reserves the right to accept proposals, which may not necessarily be the lowest cost.

## **F. PROPOSAL RECOMMENDATION**

The Evaluation Committee will recommend a consultants or consultants or may recommend that the proposals be rejected. The County will then make its own decision as to whether to accept or reject the recommendations from the Evaluation Committee. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the County, notwithstanding any recommendations made by the Evaluation Committee. The County reserves the right to negotiate with any consultants to finalize an agreement in relation to the proposer's response.

## **G. NOTICE TO PROPOSERS**

The County is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the County will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the County.

## **H. PROTEST PROCESS**

If a proposer desires to protest the selection decision, the proposer must submit, by USPS mail, a written protest within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to the Project Development Unit as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the proposer, identify the RFP service requested, and must state all the specific grounds for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The County will respond to a protest within 14 business days of receiving it, and the County may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of the County will be final. The protest letter must be addressed as follows, with a copy to the County Contact Person:

Doug Koenig  
Interim Director of Project Development Unit  
1402 Maple Street  
Redwood City, CA 94063

## **SECTION V – PROPOSAL SUBMISSION REQUIREMENTS**

The proposal should be submitted in the following format:

### **GENERAL INSTRUCTIONS**

All proposals should be in type-format and have a table of contents, cover letter, tabs 1 – 8 (at a minimum), and page numbering.

All proposals should adhere to the specified content and sequence of information described by this RFP. Provide the same information requested, for any consultants you intend to team with on this project.

The RFP response will be submitted to the County Contact Person in the form of **five (5) hard copies and one (1) electronic copy**. Clearly mark on the envelope or cover of your RFP response.

## **A. COVER LETTER**

Provide a one page cover letter on your letterhead that includes your address, phone number and e-mail address of the contact person or persons. List the name and title of each person authorized to represent the proposer in negotiations.

Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

## **B. SPECIFIED CONTENT AND DETAILED SEQUENCE OF INFORMATION IN THE RFP**

Each proposal should include sections addressing the following information in the order shown in the following section. The proposer should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the County to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently-detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Section IV.

## **C. TABBING OF SECTIONS**

### **TAB 1 Qualifications and Experience:**

- 1) Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
- 2) How many full time employees (FTEs) are you capable of assigning if you are selected?
- 3) How many people in total are employed by your company? Delineate between employees and consultants.
- 4) If applicable, list the professional qualifications for every individual(s) that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

### **TAB 2 Philosophy and Service Model:**

This section describes your philosophy and service model for meeting the services required by this RFP. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (including planning for absences and back-up coverage, training, background checks, and staff monitoring, etc.), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

- 1) Describe how you will fulfill the needs of the County described in this RFP. Attach a project plan, if appropriate.
- 2) Identify how you will meet the requirements of the scope of work and related requirements stated in the RFP. List any items that you cannot provide.
- 3) In the event of the identification of a problem by the County, its clients and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

### **TAB 3 Project Experience:**

Provide the County with a listing of relevant projects completed by the firm in the past five years, at a minimum. The list should include:

- 1) Title of project
- 2) Name of the entity
- 3) Brief description of the project, including value
- 4) Clients names and contact information

**TAB 4 Claims, Licensure, Non-Discrimination, and Health Insurance Portability and Accountability Act (HIPAA) Violations Against Your Organization:**

List any current licensure, HIPAA, non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you.

**TAB 5 Proposal Fee and Professional Rates:**

- 1) Provide a fee for all costs associated in providing the requested services, if your firm is selected. This fee should be in the form of Time and Materials.
- 2) For all fee structures, include the classification of personnel and the hourly rate for each classification.
- 3) List any additional services that you foresee may be necessary, if any, and list the proposed costs for such services.

**TAB 6 Cooperative Purchasing:**

State whether the resultant contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay area upon their request. Your response to this inquiry will not affect the selection decision unless other factors are deemed to be equal by the County.

**TAB 7 References:**

List at least three business references for which you have recently provided similar services, not already named in Tab 3. Include contact names, titles, phone numbers and e-mail.

**TAB 8 Statement of Compliance with County Contractual Requirements:**

A sample of the County's standard contract (including Exhibits A, B, Attachment 1 and Attachment IP) is attached to this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the County's standard contract, including but not limited to the following:

- 1) The County non-discrimination policy
- 2) The County equal employment opportunity requirements
- 3) County requirements regarding employee benefits
- 4) The County jury service pay ordinance
- 5) The hold harmless provision
- 6) County insurance requirements
- 7) All other provisions of the standard contract

In addition, the proposer should include a statement that it will agree to have any disputes regarding the contract venued in San Mateo County or Northern District of California.

The proposal must state any objections to any terms in the County's contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, the County will assume the proposer is prepared to sign the County standard contract template as-is.

**NOTE:** The sample Standard Contract Template enclosed with this RFP is a template and does not constitute the final agreement to be prepared for the selected service consultants. Do not insert any information or attempt to complete the enclosed sample contract template. Once consultants are selected, the County will work with the selected consultants to draft a consultants-specific contract using the template. However, each proposal should address the general terms of the standard contract as requested within this RFP.

## **SECTION VI – ENCLOSURES**

Enclosure 1 - Sample of Standard Contract Template

Exhibit A – Scope of Service

Exhibit B – Fee Schedule and Terms

Attachment 1 - Jury Service Requirements Chapter 2.85 of the Ordinance Code of San Mateo County

Attachment IP - Attachment I: Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973,  
as Amended

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND [Contractor name]**

\*\*\*\*\*REMOVE ALL INSTRUCTIONAL NOTES IN RED BEFORE SENDING CONTRACT TO SERVICE PROVIDER)

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 [Insert contractor legal name here], 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 [Enter information here].

**Now, therefore, it is agreed by the parties to this Agreement as follows**

**Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services  
Exhibit B—Payments and Rates  
Attachment I—§ 504 Compliance  
Attachment IP – Intellectual Property

**1. Services to be performed by Contractor**

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

**2. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed [write out amount] (\$Amount). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**3. Term**

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

**4. Termination**

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

party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**5. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless**

**a. General Hold Harmless**

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

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (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, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

**8. Assignability and Subcontracting**

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

**9. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved

by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy. Subconsultants must also comply with all requirements of this RFP.

**b. Workers' Compensation and Employer's Liability Insurance**

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

**c. Liability Insurance**

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

- |  |             |
|--|-------------|
| i. Comprehensive General Liability...    | \$1,000,000 |
| ii. Motor Vehicle Liability Insurance... | \$1,000,000 |
| iii. 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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

**10. Compliance With Laws**

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

appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

**11. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

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

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**12. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**13. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**14. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**15. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**16. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: [insert]  
Address: [insert]  
Telephone: [insert]  
Facsimile: [insert]  
Email: [insert]

In the case of Contractor, to:

Name/Title: [insert]  
Address: [insert]  
Telephone: [insert]  
Facsimile: [insert]  
Email: [insert]

**17. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

\* \* \*

**THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.**

**For Contractor:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

---

**For County of San Mateo:**

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Department Head Name

### Exhibit A

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

Selected firms will be required to perform the following scope of services:

Firms(s) shall provide professional inspection services continually throughout the life of the project(s) they are selected to perform duties on and assure that all construction elements and systems work individually and together as intended and required. Project inspection shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations

The initial scope of work for each project will be established prior to the issuing of a task order; dependent upon the Project's needs, firms may be requested to perform various inspection tasks at different phases of design and construction.

The Inspector's services shall include but not be limited to the following tasks:

1. Provide project inspection services to insure compliance with applicable codes/regulations, construction drawings, specifications and quality control required by the contract documents. Issue correction notices, Notices of Non-Compliance (as required) and notify the A/E Team and the County Project Manager in writing if work does not conform to contract documents.
2. Review and verify that Contractor's As-Built record documents are updated monthly prior to processing of Contractor's monthly payment request.
3. Maintain liaison with the PDU, A/E Team, Special Inspectors and other regulatory agencies and governing bodies as necessary to maintain project continuity.
4. Submit, **on a daily basis**, an activity report to the PDU Project Manager/Construction Manager, including the following information:
  - A. Activities performed by the Contractors, and areas where work is performed.
  - B. Manpower assigned to each Contractor and Subcontractor.
  - C. Weather conditions.
  - D. Equipment and materials delivered to the site.
  - E. Construction equipment and vehicles utilized.
  - F. Nature of the work being performed (starting and completion dates for various portions of the work).
  - G. Verbal instruction and clarifications of the work given to the Contractor.
  - H. Inspection by representatives of regulatory agencies.
  - I. Note occurrences or conditions that might affect Contract Sum or Contract Time.
  - J. List visitors to the site, titles, and reasons for visit.
  - K. Record any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
5. Inspector shall comply with all federal, state, county and local governmental requirements.
6. Review and monitor Contractor's construction methods and procedures during all construction activities, including earthwork, concrete placement, masonry erection, welding procedures, all finishes, electrical, mechanical, fire alarm, etc.
7. Attend all meetings as required in contract documents and requested by County, i.e., billing meetings, specification review meetings, coordination meetings, weekly progress meetings, pre-roofing meetings, etc.
8. Assist the Construction Manager and County in scheduling all required tests, and testing laboratory visitations required by the Contract documents. Observe and record dates and times of

## Exhibit A (Continued)

all test procedures.

9. Inspect, verify, and document Contractor's delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection **must** occur within 48 hours of Contractor's delivery of equipment to the job site.
10. Submit to the PDU, A/E and Contractor, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in field construction that will result in a variance from the drawings or specifications as originally issued, including Field Change Directives.
11. Review the Contractor's Payment Requests at billing meetings. When the Contractor's work or a designated portion thereof is substantially complete, prepare for the PDU a list of incomplete or unsatisfactory items via a "punch list" and submit to the PDU and A/E.
12. Assist the County in the review of Contractor's Submittals and provide comments on their compliance with the contract documents.
13. At completion of project, deliver all inspection records and project correspondence to the County.
14. Prior to commencement of work, Inspector will work with the County and Contractor to develop an **inspection plan** for the construction of the project.
15. Participate in the constructability review of project documents with the PDU and respective A/E firms during design and construction phases.
16. The firm(s) shall also have experience working with the various regulatory agencies and have good knowledge of the various County permit application processes; not limited to Planning, Building, Environmental Health, Public Works, and Fire; in addition to the following potential CEQA/ EIR agencies.

The capability of firms or individuals submitting proposals shall include inspections services that cover the full spectrum ("cradle-to-grave") of their task, including owner representation, support and recommendations pertaining to all tasks performed; due diligence, data gathering, information organization, oversight and methodology used to produce the final recommendation of a task.

The County may request from the consulting firm or individual any or all of the above tasks, according to the nature of the project assigned. The firm must be so staffed as to render these services expeditiously upon request.

The selected consultant(s) will become an integral member of the County's implementation team. The consultant(s) final selection is contingent upon the County Board of Supervisor's approval of negotiated service agreements.

Proposals will be considered only from firm(s) who can demonstrate the following minimum qualifications:

1. Consulting firm has demonstrated experience as well as in-house resources necessary to effectively provide the required services.
2. The personnel assigned to projects shall have significant experience in all phases of public sector construction with successful design-build and Construction Manager at Risk within the

**Exhibit A (Continued)**

last five years in the State of California, and proposal shall indicate their names along with resumes.

3. Firms shall have extensive knowledge of available project delivery systems allowed under California Public Contract Code, and make such recommendations as to their applicability as appropriate.
4. Consultant and staff shall be knowledgeable of all applicable codes (including planning and building and the ancillary permit requirements), American with Disabilities Act, federal, state and local by-laws as applicable, including sustainability, conservation and practice of LEED principles and certification processes.
5. Firms shall be capable of meeting the project milestones set by the County.

**End of Document**

**Exhibit B**

In consideration of the services provided by Consultant described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

## 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:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

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

Signature:

Title of Authorized Official:

Date:

\*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."

Issued by County of San Mateo Contract Compliance Committee August 5, 2013

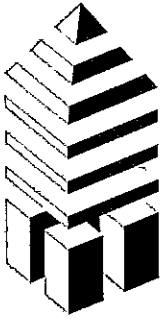
## Attachment IP

### Intellectual Property Rights

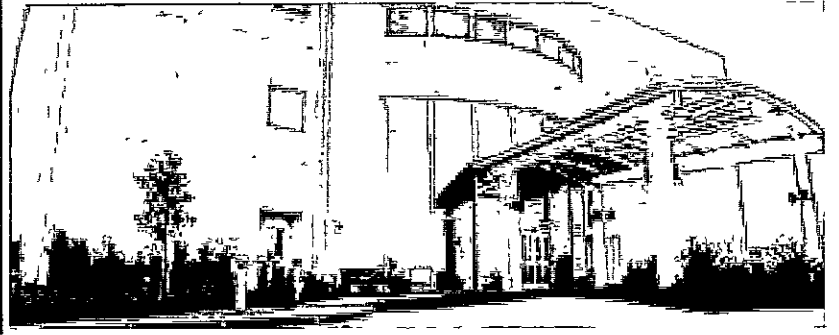
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1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, 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.

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



# ALLANA BUICK & BERS



## Statement of Qualifications

for

### On-Call Inspection Services County of San Mateo Project Development Unit



**ALLANA  
BUICK & BERS**

Making Buildings  
Perform Better

CALIFORNIA | HAWAII | NEVADA | NORTH CAROLINA | WASHINGTON | OREGON

[WWW.ABBAE.COM](http://WWW.ABBAE.COM)

## COVER LETTER



Allana Buick & Bers, Inc.  
990 Commercial Street  
Palo Alto, CA 94303  
t 650.543.5600  
f 650.543.5625  
www.abbae.com

**ALLANA BUICK & BERS**

*Making Buildings Perform Better*

August 25, 2017

Mr. Doug Koenig  
Interim Director of Project Development Unit  
County of San Mateo  
1402 Maple Street  
Redwood City, CA 94063

**Re: On-Call Project Inspection Services  
County of San Mateo Project Development Unit**

**ON: 1708-01026**

Dear Mr. Koenig,

Allana Buick & Bers, Inc. (ABBAE) is pleased to present our firm's Statement of Qualifications to the **County of San Mateo (the County)** for on-call inspection services for the County's Project Development Unit for new facilities over the next five years.

ABBAE has over 30 years of experience as a licensed Architectural-Engineering firm that specializes in pre-design, design, and construction phase services for new and reconstruction projects. ABBAE has provided these services to public and private sector clients including federal, city and state government. ABBAE can assist The County with a full range of services including but not limited to on-call inspection services.

Our highly experienced construction managers and inspectors work as owners' advocates to ensure projects are completed on-time, on-budget, and to industry standards. Our services include developing an inspection plan, assisting with constructability review, reviewing as-built documents, providing continuous on-site review of construction activities, and coordinating with special inspectors, subcontractors, and other regulatory agencies.

Although heavily customized for each project, our CM services optimize program safety, quality, cost and schedule through effective communication, contract management and building experience. We also leverage our long-term relationships industry professionals specializing in interior and exterior rehabilitation to further reduce project duration and costs.

ABBAE can demonstrate our ability to provide sound budgeting strategies and assist with construction planning for capital modernization, rehabilitation and upgrades. Our staff of 115+ in-house construction managers, inspectors, registered architects, registered roof consultants, structural, civil, electrical and mechanical engineers, LEED accredited professionals and building technologists are nationally recognized as experts in their fields.

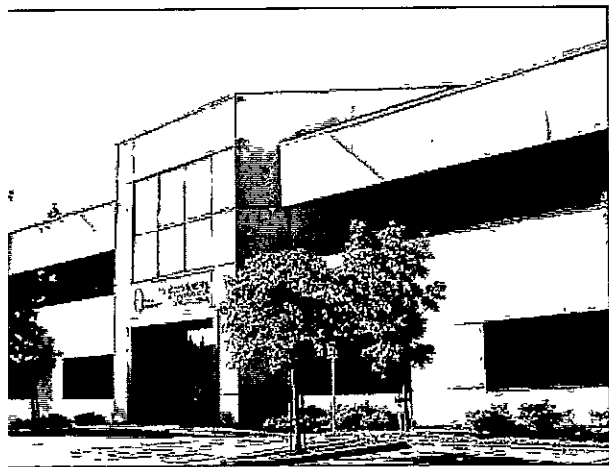
Thank you for this opportunity to present our firms Statement of Qualifications. Should there be any questions about the information you find here, please do not hesitate to Mr. Thomas Tripp PE, LEED AP, BD+C. He is ABBAE's Director of Construction Management and will be your contact for this project. He can be reached at 650.543.5600 or by email [ttripp@abbae.com](mailto:ttripp@abbae.com).

Sincerely,

Eugene Buick, PE  
COO, Principal

Thomas R. Tripp, LEED AP, BD+C  
Director of Construction Management

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## COMPANY OVERVIEW

Allana Buick & Bers, Inc. (ABBAE) has established itself as a premiere architectural-engineering firm for over 30 years specializing in the construction management and inspection for projects ranging from renovations to new buildings and campuses.

ABBAE has extensive expertise providing inspection services for wide variety of building types. We coordinate with management and owners to ensure efficient execution of the construction work with minimal disruptions. We provide detailed reporting and continuous supervision throughout the project to keep the client and management informed of all challenges and progress.

### Core Services

- Inspection Services
- Construction Management
- Program Management
- Investigation, Due Diligence and Forensic Assessment
- Design Consultation - System and Material Selections
- Peer Review for Architects, Engineers and Owners
- Construction Documents preparation including Engineer of Record Services
- Contract Administration and Monitoring Services

### Experience with Governing Agencies

ABBAE has significant experience and familiarity with Federal, State, and Local laws, regulations and codes that are pertinent/applicable to this project.

### In-House Staffing Capabilities

ABBAE provides professional inspection, investigative, analytical design and construction phase services to public and private sector clients. We have over 115 in-house staff experienced to meet customer needs, including:

- Construction Inspectors and Building Inspectors
- Construction Managers and Project Managers
- Licensed Professional Engineers—Civil, Structural and Mechanical
- Registered Architects
- Registered Roof and Waterproofing Consultants (RRC's and RWC's)
- Registered Roofing Observer (RRO)
- Certified Exterior Insulation and Finish System (EIFS) Inspectors
- Certified Design / Build Professionals
- Schedulers / Estimators
- Curtain Wall and Glazing Specialists
- Certified Construction Specifiers, Contract Administrators, and Construction Monitors
- Materials Laboratory Specialists
- Building Envelope Repair and Restoration Specialists
- LEED Accredited Professionals
- Renewable Energy Professionals (REP)

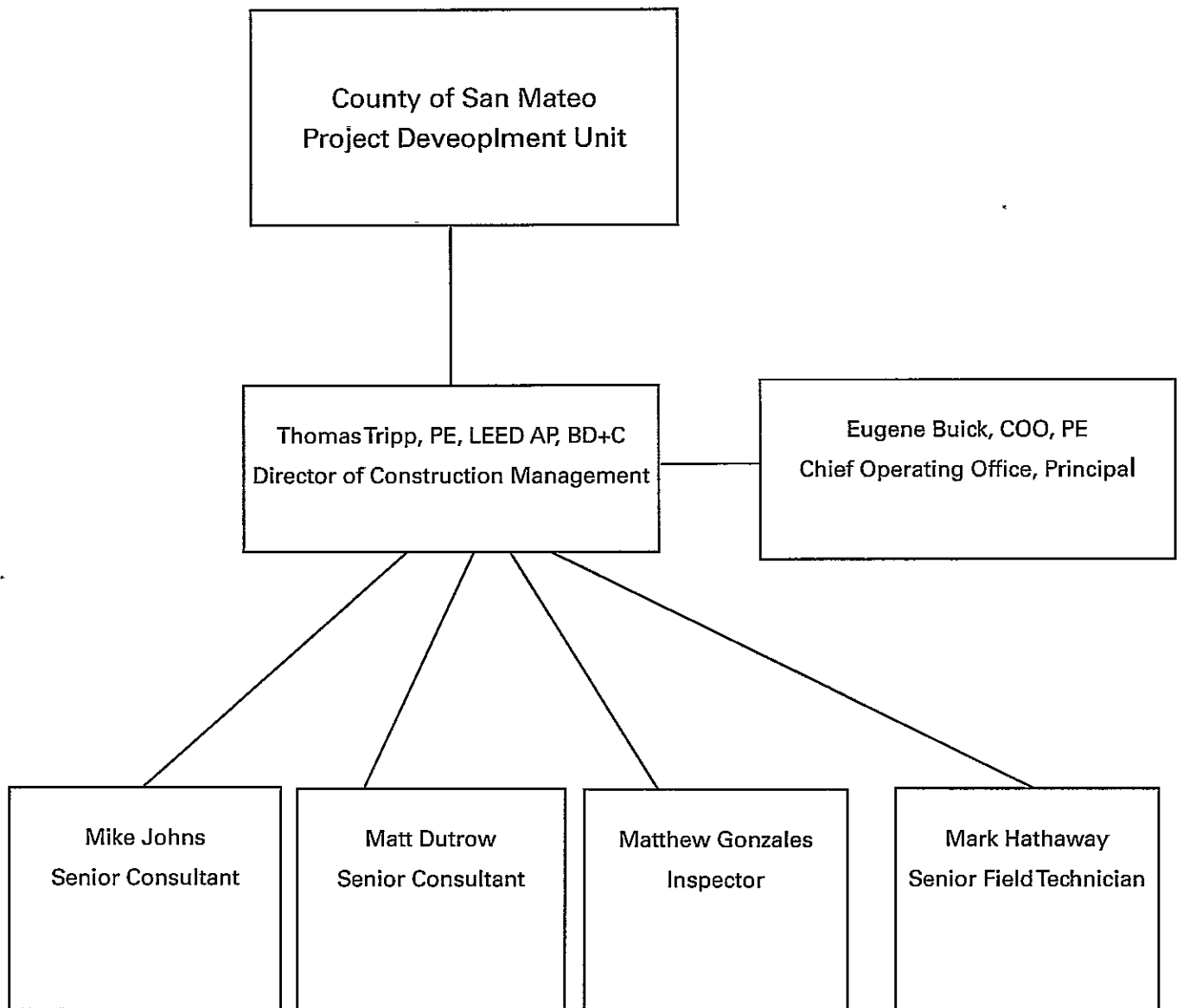
#### Office Locations:

- San Francisco Bay Area
- Oakland
- Sacramento
- Los Angeles
- Irvine
- Seattle
- Honolulu
- Charlotte
- Portland

We would expect to have one person on small projects, and up to 5 people, or more on larger projects, as agreed with the Owner's representatives.

CURRENT STAFF EMPLOYED	AMT	AVERAGE OF PAST 5 YEARS	AMT
Architects	3	Architects	4
Engineers	9	Engineers	7
Project Managers	11	Project Managers	8
Interior Designers	0	Interior Designers	1
Planners & Programmers	0	Planners & Programmers	0
Estimators	5	Estimators	3
Auto Cad/Drafting Technicians	6	Auto Cad/Drafting Technicians	3
Clerical	28	Clerical	14
Other (Please Attach Additional Info.)		Other (Please Attach Additional Info.)	10

## ORGANIZATION CHART





## Chief Operating Officer, Principal

Mr. Buick serves Allana Buick & Bers (ABBAE) as a Principal and Senior Engineer, with experience in property condition assessments, leak testing and analysis, peer review and design, and construction phase services for a variety of clients and building types. His specialty expertise includes all components of the building envelope, waterproofing, below-grade waterproofing systems, roofing, windows, and exterior wall.

As ABBAE's COO, Mr. Buick is responsible for the day-to-day operations of over 200 projects annually. His responsibilities include directing and managing the activities of more than 50 staff members including architects, engineers, technical design staff, building technologists, construction specialists, and waterproofing and roofing consultants.

### Education

San Jose State University, San Jose, California

- M.S., Civil Engineering
- B.S., Civil Engineering

### Registration

PE, Civil Engineering:

- California
- Hawaii
- Washington
- North Carolina

### Professional Societies and Affiliations

- American Architectural Manufacturers Association (AAMA)
- International Concrete Repair Institute (ICRI)
- Roof Consultants Institute (RCI)
- Exterior Insulation and Finish System Inspector (EIFIS)
- Construction Specifications Institute (CSI)
- American Society of Civil Engineers (ASCE)

### Representative Experience

- With ABBAE Since: 2002
- With Other Firms: 7 years

## Sample Project Experience

Mr. Buick has extensive experience working on projects of all sizes for a variety of private and public sector clients. Selected projects include:

- Fremont Main Library, Fremont, California
- County of San Mateo, Hall of Justice, Redwood City, California
- Santa Clara County Juvenile Detention Center, San Jose, California
- North County Detention Center Facility, Santa Rosa, California
- Butte County Sheriff's Office, Oroville, California
- Modesto Irrigation District, Modesto, California
- Citywide Infrastructure Assessment and Repair, Livermore, California
- Rincon Gardens Senior Housing Rehabilitation, Campbell, California
- Marina Harbor Apartments, Marina del Rey
- Covina City Hall, Covina, California
- Joslyn Senior Center, Covina, California
- Facilities Assessment, Walnut Creek, California
- Environmental Services Building, Walnut Creek, California
- New Terminal Building, San Jose International Airport, San Jose, California
- Nine Sites, Housing Authority of the County of Santa Clara, California

# THOMAS R. TRIPP, P.E., LEED AP, BD+C



## Director of Construction Management

Mr. Tripp is the Director of Construction Management at Allana Buick & Bers, Inc. (ABBAE). He has over 35 years of experience in construction capital program management and has successfully performed various construction management roles such as Owner's Representative, Project Manager, Project Executive, General Manager, and Structural Designer. Mr. Tripp has been a team leader and has managed both pre-construction and construction phase services on public and private sector projects.

As Director, Mr. Tripp will manage the construction group and the communications among the client and architects, engineers, and contractors. Mr. Tripp has extensive experience in Program and Construction Management and has focused on quality management, critical path method (CPM) scheduling and cost control. He is responsible for conducting and attending meetings, executing reporting, and providing supervision throughout a project to keep the client and management abreast of all challenges and progress.

### Education

Union College, Schenectady, New York

- B.S., Civil Engineering
- B.S., Economics

### Registration

P.E., Civil Engineering:

- New York

### Certifications

- OSHA 30 Certified
- Leadership in Energy and Environmental Design (LEED) AP BD + C

### Professional Societies and Affiliations

- California State University - East Bay  
Construction Management Advisory Board
- AGC Build New York Award of Excellence  
Construction Management

### Representative Experience

- With ABBAE Since: 2014
- With Other Firms: 35 years

## Sample Project Experience

Mr. Tripp has extensive experience working on projects of all sizes for a variety of private and public sector clients. Selected projects include:

- Park Senior Apartments, Housing Authority of the County of Santa Clara, Santa Clara, California
- Alameda Del Monte, Housing Authority of the City of Alameda, Alameda, California
- Hunters Point Block 48, San Francisco, California
- Eagle Village Housing, Housing Authority of the City of Alameda, Alameda, California
- Housing Assessment at University of California, Santa Cruz, Santa Cruz, California
- Canada College, San Mateo County Community College District, Redwood City, California
- 801 Brannan, San Francisco, California
- 235 Hope Street, Mountain View, California
- The Club at Natomas Park, Sacramento, California



## Senior Consultant

Mr. Dutrow is a Senior Consultant for Waterproofing at Allana, Buick & Bers (ABBAE). Mr. Dutrow has 30 years of experience uncovering and repairing the causes of glazing, sealant, waterproofing, and building envelope leaks. He applies this expertise to determine the sources of leak problems and recommend cost effective solutions to the client.

His background includes investigation and installation expertise in all types of waterproofing – podium, below grade, coatings, curtain wall systems, glazing, and building cladding systems. He specializes in glazing systems, high-rise repairs, rehabilitation of steel framed buildings, cast-in place concrete buildings, historic buildings, and masonry buildings. Additional specialties include curtain wall framing, stone cladding (Granite, Marble, and Terracotta), pre-fabricated assemblies (GFRC, pre-cast, and aluminum panel systems), and field fabricated assemblies (EIFS, Stucco, and Siding).

### Education

San Francisco State University, San Francisco, California

- B.S., Marketing

### Representative Experience

- With ABBAE Since: 2007
- With Other Firms: 22 years

### Professional Societies and Affiliations

- International Concrete Repair Institute (ICRI)
- Roof Consultant Institute (RCI)
- Western Chapter of the Association for Preservation Technology (WCAPT)

## Sample Project Experience

Mr. Dutrow has extensive experience working on projects of all sizes for a variety of private and public sector clients. Selected projects include:

- City of Modesto, Modesto Irrigation District, Modesto, California
- City of Livermore, Livermore City Hall, Livermore, California
- City of Livermore, Waste Treatment Plant, Livermore, California
- City of Walnut Creek, Multiple Properties, Walnut Creek, California
- San Francisco International Airport, South San Francisco, California
- Stanford University, Multiple Projects, Stanford, California
- University of California Berkeley, Wellman Hall, Berkeley, California
- Fox Theater, Oakland, California
- The Irvine Company Apartment Communities, Crescent Village Apartments, San Jose, California
- Mid-Penninsula Housing Coalition, San Pedro Commons, Colma, California
- Colliers International, Galaxy II, Concord, California
- Pacific States Management, Ryland Mews, San Jose, California
- AvalonBay, Dublin Station Apartments, Dublin, California
- Bre Properties, Lawrence Station Apartments, Sunnyvale, California
- La Jolla Village Square, Ralphs Market, La Jolla, California





## Senior Consultant

Mr. Johns is a Senior Consultant at Allana Buick & Bers (ABBAE). He provides overall leadership for on-site field administration, supervision, and technical management for all construction operations including direct supervision of assistants, foremen, and other construction related personnel. Mr. Johns directs them in planning, coordination, and execution of work on time.

Mr. Johns also assists in pre-construction efforts by developing and maintaining site logistics and safety programs. He participates and leads post bid buyout, maintains project quality programs, and assists project reporting.

Mr. Johns interfaces with subcontractors and all levels of project personnel. He analyzes and processes shop drawings and submittals, reviews blueprints and specifications to ensure knowledge of the proposed project, negotiates change orders, and prepares all project schedules, requisitions, and documentation.

### Representative Experience

- With ABBAE Since: 2009
- With Other Firms: 32 years

## Sample Project Experience

Mr. Johns has extensive experience working on projects of all sizes for a variety of private and public sector clients. Selected projects include:

- Foothill Community College, Los Altos Hills, California
- Housing Authority of Santa Clara, Santa Clara, California
- De-Anza Community College, Cupertino, California
- Rincon Gardens, Housing Authority of the County of Santa Clara, Santa Clara, California
- Britannia Pointe, South San Francisco, California
- SRI International, Menlo Park, California
- Kim Residence, Atherton, California
- San Mateo Community College, San Mateo, California
- Pointe Pacific, Daly City, California
- Lauriedale HOA, San Mateo, California
- Cesar Chavez Amphitheater, San Francisco State University, San Francisco, California
- Northpark Apartments, Burlingame, California
- Skyline Terrace, Burlingame, California
- Park Central Apartments, Concord, California
- Northridge Apartments, Pleasant Hill, California
- Mozilla Data Center, Santa Clara, California

# MARK J. HATHAWAY, RRO



## Senior Field Technician / Field Operations Coordinator

Mr. Hathaway is a Senior Field Technician and Field Operations Coordinator at Allana Buick & Bers (ABBAE) responsible for observing the progress and quality of work on various projects. He has over 17 years of experience with building envelope monitoring services and over 10 years of experience as a journeyman roofer.

He ensures quality through monitoring construction schedules, reviewing contract documents, assessing suggestions and recommendations from contractors, and evaluating and making recommendations to engineers and architects for final decisions. He maintains detailed records, keeps a day-to-day journal of activities, and reports any deviation from specifications.

Mr. Hathaway has extensive understanding of current building codes and standards, and a strong technical knowledge of construction materials and applications.

### Certifications

- Registered Roof Observer (RRO), Roof Consultants Institute
- EIFS Inspector, The Association of the Wall and Ceiling Industries International (AWCI)

### Professional Societies and Affiliations

- Roofing Consultants Institute (RCI)

### Representative Experience

- With ABBAE Since: 2000
- With Other Firms: 9 years

## Sample Project Experience

Mr. Hathaway has extensive experience working on projects of all sizes for a variety of private and public sector clients. Selected projects include:

- Ayer Education Center, Milpitas, California
- Circuit City, Reno, Nevada
- First Presbyterian Church of Berkeley, Berkeley, California
- Foothill-De Anza Community College District, Los Altos, California
- Governor's Square Apartments, Sacramento, California
- Home Depot, Reno, Nevada
- IBM, San Jose, California
- Kaiser Hospital, Richmond, California
- Mediterranean Village Apartment Homes, Costa Mesa, California
- NASA Ames Research Center, Moffett Field, California
- Russell Thomas Middle School, Milpitas, California
- San Francisco International Airport, San Francisco, California
- Green Street Homeowners Association, San Francisco, California
- Mission Bay Campus Community Center, University of California, San Francisco, San Francisco, California
- Mezes Plaza, Redwood City, California

# MATTHEW GONZALES



## Inspector

Mr. Gonzales is a Project Coordinator at Allana Buick & Bers for the Construction Management. Mr. Gonzales's responsibilities include management and construction oversight of multiple trades of contractors, review of submittals and RFIs (request for information), preparation of owner payment applications, review and approval of sub-contractor invoicing and coordination of construction design with design professionals and relevant sub-contractors.

### Education

San Jose State University, San Jose, California

- B.S., Civil Engineering

### Representative Experience

- With ABBAE Since: 2016
- With Other Firms: 3 years

## Sample Experience

Mr. Gonzales has extensive experience working on projects of all sizes for a variety of private and public sector clients before joining ABBAE. Selected work experience includes:

- Park Senior Apartments, Housing Authority of the County of Santa Clara, Santa Clara, California
- Alameda Del Monte, Housing Authority of the City of Alameda, Alameda, California
- Hunters Point Block 48, San Francisco, California
- Eagle Village Housing, Housing Authority of the City of Alameda, Alameda, California
- Housing Assessment at University of California, Santa Cruz, Santa Cruz, California
- Canada College, San Mateo County Community College District, Redwood City, California
- 801 Brannan, San Francisco, California
- 235 Hope Street, Mountain View, California
- The Club at Natomas Park, Sacramento, California
- Rooftop Solar Project at Stanford University, Stanford, California



## **Project Planning – Fulfilling the Project Needs**

ABBAE's "Project Plans" vary considerably depending upon the size, complexity, scope and schedule of the project in question. Once a project has been awarded to ABBAE, we analyze the project scope, available project documentation, and the proposed project team to address the work and requirements specific to the project.

We will develop an internal staffing plan that meets the needs of the County and the project goals. The staffing plan will be developed by a Principal, or the Director of Construction Management in communication with the Owner and the ABBAE staff. The staffing plan will be modified as necessary, throughout the project to meet the demands of on-going construction.

In addition, we will create a quality management plan with the County and project team. Our quality management plan will be included in the project general conditions and in the detailed specification sections. It is imperative that this plan be a detailed requirement, specified in the bid documents.

During construction, we implement the work plan developed during pre-construction the phases. Although we cannot dictate the General Contractor's "means and methods", we can review the contractor's approach to the project, monitor the methods and procedures for the various installations or repairs. We can attend all required meetings, review Pay Apps, as built drawing status, selected submittals, attend meetings etc. We can provide daily reports, which generally become the only daily history of the project.

## **Meeting Scope of Work and Project Requirements**

ABBAE has a strong Construction Management Group and an excellent inspection services team. We provide all the services described in the RFP scope of work under the direction of our senior quality construction and construction management staff. As requested, we can provide inspection to verify compliance with the contract documents and the applicable codes. However, we do not offer "special inspection" services.

## **Addressing Problems in a Timely Fashion**

ABBAE is used to identifying and solving problems in the construction process. Unfortunately in the complex world of the building design and construction problems and unexpected field conditions occur. The single most important factor in addressing these project is maintaining clear, open and proactive communication among all team members.

Prior to the development of any "problem," we require compressive project and quality assurance plans that detail procedures for identifying and quickly addressing any problems that may arise. Once a specific issue has been identified as a problem, we work quickly to thoroughly diagnose the issue, select the best team member(s) for addressing it, develop an efficient solution, and work to implement our solution. It is important to develop a schedule for solution implementation so it can be addressed in a timely manner.

In summary, problems will happen in the complex world of the design and construction of a building. The key to solving those problems is to keep a positive, working team, including the Owner, the design team, the inspection team, the Contractor and even the subcontractors, focused on the success of the entire project.



## 5301 PATRICK HENRY

SANTA CLARA  
CALIFORNIA

Allana Buick & Bers (ABBAE) was retained by Insight Realty Company (Insight) as the Construction Manager for the extensive renovation project at 5301 Patrick Henry Drive, Santa Clara, CA.

The 5301 Patrick Henry Drive Project was an existing high bay building with about 110,000 sf, being converted to a 127,000 sf new building, with a smaller overall footprint, increasing onsite parking. This design was achieved by demolishing 20,000 sf of existing building, while inserting a new structural mezzanine throughout.

The project included very complex renovation and expansion of the foundations, reuse of many structural elements, entirely new Mechanical, Electrical and Plumbing systems, new building envelop systems and all new interior finishes. The site was also completely reconfigured.

ABBAE was hired as the Construction Manager, early in the design, and provided preconstruction estimates, schedules, document reviews and constructability reviews, to support the design team. We developed a phased approach to construction, which enabled the demolition to start, prior to the final building permit.

We worked closely with the Owner and the design team, to maximize scope, within the limited \$13M budget.

As part of our extended services, ABBAE analyzed the costs and benefits of Property Assessed Clean Energy (PACE) financing for MEP and other construction costs. We provided a cost benefit analysis for various MEP strategies, using an ROI driven approach.

### Project Components

- Demolition & Reconstruction
- Shoring and Structural Systems
- New MEP systems throughout
- Building Envelope systems
- New Interior Systems

### Services

- Pre-Construction
- Estimating and Scheduling
- Value Engineering
- Construction Phase startup
- Energy and Financial Consulting

### Market

- Commercial

### Project Year

- 2014

### Reference

Mr. John Pringle  
Insight Realty Company  
E - john.pringle@insightrealtyco.com  
T - (650) 376-6201



## 1000 BURNETT

CONCORD  
CALIFORNIA

Allana Buick & Bers, Inc. (ABBAE) was retained by Colliers International and to provide investigation, design, permitting assistance and construction management services for the commercial building located at 1000 Burnett Avenue in Concord, California.

1000 Burnett is a four-story office building over 1 level of below grade parking that extends beyond the foot print of the building. The building has a history of known leaks. The building leaks consisted of window assembly leaks, wall tile over stucco cladding and grout joint leaks, roofing leaks and below-grade parking leaks.

ABBAE conducted an investigation of the building envelope including the podium waterproofing, exterior façade and roofing system. Following the investigation, ABBAE provided a report of our findings and construction cost estimate for the project.

ABBAE had a number of discussions with the client to review the recommendations and reduce the scope of work and cost. Based on client's needs, ABBAE created the scope and iced the project delivery method to a design-bid-build basis.

ABBAE assisted the client in the design development phase and provided construction management services such as, bidding and permitting assistance. ABBAE also provided construction monitoring services during the re-construction phase.

### Project Components

- Roofing System
- Podium Waterproofing
- Exterior Façade
- Glazing & Curtain Wall
- Sealants & Joints

### Services

- Design Development
- Construction and Document
- Construction Management
- Bid-Phase Services
- Construction Administration
- Construction Monitoring

### Market

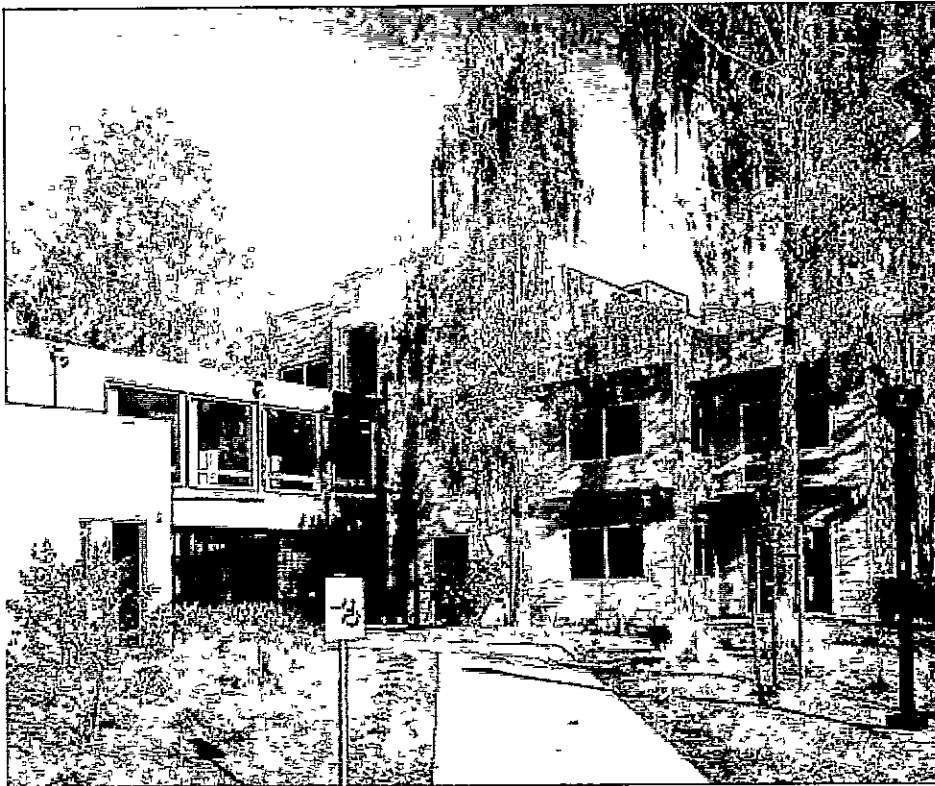
- Commercial

### Project Year

- 2013

### Reference

Mr. Steven Silva  
American Realty Advisors  
E - SSilva@americanreal.com  
T - (415) 810-8817



## HACSC - LENZEN GARDENS

SANTA CLARA  
CALIFORNIA

Allana Buick & Bers, Inc. (ABBAE) was selected by the Housing Authority of the County of Santa Clara (HACSC) to provide investigation, design and construction phase services on a multi-family project in San Jose.

Lenzen Gardens is a 94-unit senior housing development with common areas. The two and three-story wood-frame buildings surrounding a central courtyard were completed by the HACSC in 1984.

ABBAE prepared a Capital Needs Assessment (CNA) for the physical condition of the entire complex. The report provided to the HACSC identified ADA requirements, physical needs, remaining useful life of key components, milestones for replacement, deficiencies that affected the property's use, structural and mechanical integrity and future physical and budgetary needs. The recommendation was to perform a complete renovation of all building components. The \$12 million rehabilitation project includes a complete replacement of windows, decks, roof, exterior siding, and interior renovation of individual units.

ABBAE's scope included reconfiguration of unit layouts and common areas and furniture/fixture replacement throughout. A new energy-efficient Variable Refrigerant Flow (VRF) HVAC system was designed and installed along with corridor ventilation, high efficiency condensing hot water boilers, water conserving plumbing fixtures, electrical and elevator upgrades, ADA compliance, landscaping, seismic upgrade, low voltage upgrades and the provisions for a future solar hot water system.

### Components

- Exterior Facade
- Roofing
- Waterproofing
- Windows

### Services

- Capital Needs Assessment
- Remedial Design
- Mechanical Engineering
- Construction Documents
- Construction Administration
- Construction Management

### Market

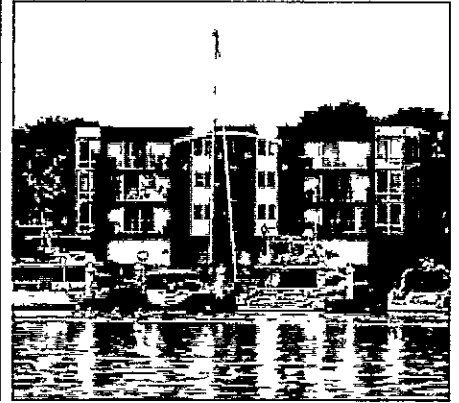
- Multi-Family Residential
- Government

### Project Year

- 2010

### Reference

Ms. Rene Regino  
Housing Authority of the County of  
Santa Clara  
E - rener@hacsc.org  
T - (408) 361-4610



## MARINA HARBOR

MARINA DEL REY  
CALIFORNIA

Allana Buick & Bers, Inc. (ABBAE) provided design and construction management services for the repair and renovation of the 48 acre Marina Harbor apartment complex.

The 846 units are built on a one level concrete podium that serves as parking for tenants and guests. The common areas between the units consist of 24 1-acre spaces for recreation, gathering space, swimming pools and spas. Each podium has a twelve-inch (12") structural slab with a built-up asphalt system above it and a topping slab of two and a half inches (2.5") poured over the built-up system. In order to make the necessary repairs, the topping slab was demolished. The columns below the podium deck were reinforced with a pre-cast form system and carbon fiber wraps around the columns to provide the code-required strength.

ABBAE concurrently provided construction management of the facade replacement of the building window slides and patio deck repair and renovations. ABBAE improved the waterproofing and drainage system design on the podiums, saving the owner over \$2.5M through value engineering studies on this \$40M renovation project.

### Components

- Roofing
- Concrete Spall Repair
- Waterproofing and Drainage
- CMU Walls
- Stucco / Plaster
- Landscaping and Irrigation

### Services

- Design
- Construction Documents
- Construction Administration
- Construction Monitoring
- Construction Management

### Market

- Multi-Family Residential

### Reference

Mr. Stuart Strother  
E&S Ring Management Corporation  
E - [stUARTS@esring.com](mailto:stUARTS@esring.com)  
T - (310) 337-5400

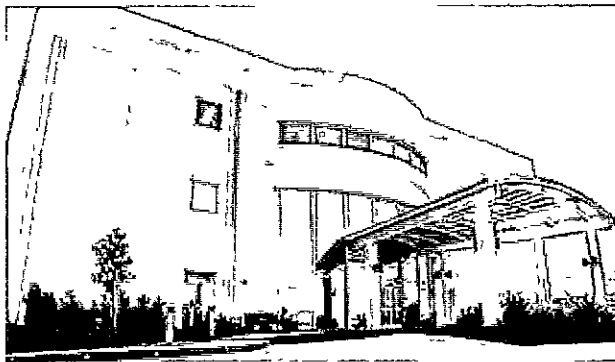
## RELEVANT PROJECT EXPERIENCE

### **Mozilla Data Center, Santa Clara, California**

ABBAE's work included design, engineering, permitting and construction management of the data center expansion. ABBAE also assisted with structural, mechanical, and electrical components such as structural steel super frames for cable and electrical power distribution support, new electrical distribution, cold aisle containment, rack installation with seismic supports, cable tray for data cable, Starline power distribution, fire alarms and fire sprinklers.

### **Hazel Hawkins Memorial Hospital, Hollister, California**

ABBAE was retained by San Benito Healthcare District as the Construction Manager for the new three-story Women's Center facility. ABBAE's Construction Management services included prequalification of Contractors, community outreach, instruction to bidders, bidding, conceptual estimating, conceptual scheduling and contract writing for all Contractors. Construction costs were estimated at approximately \$1,550,000.



### **Archstone Apartments San Mateo, California**

ABBAE was retained by Equity Residential to provide construction management services for this 575 unit podium style apartment complex located in San Mateo, California. ABBAE performed pre-installation engineering, obtained permits and provided construction administration services. ABBAE constructed and installed the systems, components, electrical and mechanical hardware and wiring, and balance of system components listed in System Configuration.

### **Cypress Gardens, San Jose, California**

ABBAE was retained by the Housing Authority of the County of Santa Clara to provide investigation, design and construction management services for the multi-family project in San Jose. ABBAE prepared a Capital Needs Assessment (CNA), identified ADA requirements, remaining useful life of key components and budgetary needs. The \$16M rehabilitation included replacement of building envelope components and a new Variable Refrigerant Flow (VRF) HVAC system.



### **Archstone Apartments Emeryville, California**

ABBAE was retained by Equity Residential to perform construction management services for the 261 unit mid-rise podium style apartment. ABBAE constructed and installed systems listed in system configuration. Throughout the construction, ABBAE managed and monitored the project.

### **Eagle Housing, Alameda, California**

ABBAE was retained by the Housing Authority of the City of Alameda to provide construction management and building envelope consulting services for Eagle Housing. Eagle Housing is a new low-income residential development consisting of 4 buildings featuring 22 units. Our construction management services detailed cost analysis for all trades and value engineering services to reduce costs.



## CLAIMS, LICENSURE, ECT. AGAINST ABBAE

Allana Buick & Bers, Inc. has no active licensure, HIPAA, non-discrimination claims or legal judgements against us within the past five years.

# PROPOSAL FEE & PROFESSIONAL RATES

**ALLANA BUICK & BERS**  
Making Buildings Perform Better

**EXHIBIT A**  
**ABBAE**  
**Standard Schedule of Fees**  
(Updated July 2017)

When Fees for services are based on the actual hours worked on the project by position, the billing rates will be in accordance with the following schedule:

Position	Rate
Principal I	\$ 270.00
Principal II	\$ 290.00
Principal III	\$ 330.00
Principal IV	\$ 380.00
Associate I	\$ 210.00
Associate II	\$ 230.00
Associate III	\$ 240.00
Associate IV	\$ 250.00
Consultant I	\$ 170.00
Consultant II	\$ 190.00
Consultant III	\$ 210.00
Consultant IV	\$ 230.00
Construction Manager I	\$ 160.00
Construction Manager II	\$ 180.00
Construction Manager III	\$ 200.00
Executive Project Manager	\$ 230.00

Position	Rate
Building Technologist I	\$ 150.00
Building Technologist II	\$ 160.00
Building Technologist III	\$ 170.00
Field Monitor I	\$ 130.00
Field Monitor II	\$ 140.00
Field Monitor III	\$ 150.00
Field Monitor (Part-Time)	\$ 160.00
CAD Graphics Specialist I	\$ 140.00
CAD Graphics Specialist II	\$ 150.00
CAD Graphics Specialist III	\$ 160.00
Admin Services	\$ 100.00
Forensic Document Specialist	\$ 160.00
IT Consultant	\$ 160.00

# PROPOSAL FEE & PROFESSIONAL RATES



**ALLANA BUICK & BERS**  
Making Buildings Perform Better

## EXHIBIT B ABBAE Standard Reimbursable Schedule (Updated July 2017)

1. All invoices for sub-contractors and sub-consultants retained by ABBAE shall be reimbursed based on sub-consultants or sub-contractors invoice plus a 15% service charge. Alternatively, CLIENT may enter into an agreement with the subcontractor or sub-consultant directly.
2. All outside vendors, rental costs, travel costs and expenses utilized for the project such as, airline travel, car rental, man lift rental, staging costs, reproduction, etc shall be invoiced to CLIENT, plus a 15% service charge.
3. Automobile expenses for personal or company vehicles will be charged at the Internal Revenue Service reimbursement rate in effect at the time the expense was incurred. Travel time is calculated from portal to portal, or round trip to the local ABBAE office.
4. Reproduction costs for in-house plotting are \$1.50 per square foot; color photocopying is \$0.85 per 8 1/2" x 11" page. Cost of black and white photocopying is \$0.10 per 8 1/2" x 11" page. Black and white printing on special paper is \$0.20 per page. Cost of color printing and photocopying is \$0.85 per 8 1/2" x 11" page.
5. Delivery or shipping charges for samples, field testing equipment, etc. Laboratory equipment and instrumentation directly identifiable to the project. Purchase of specialized equipment and rental of equipment from outside vendors.
6. Photographs for project records and reproductions of drawings and reports. Photographs are charged at a flat rate of \$35/roll of film including processing and handling. Digital photos are charged at a flat rate of \$0.25 per image. Digital photos copied on to a CD or DVD are charged at a flat rate of \$35 per disk. Digital photo reproduction for reports will be invoiced at \$1.50/sheet.
7. Airfare, rental vehicles, other transportation, and living expenses incurred for out-of-town projects. Principals will travel on business class or better for flights longer than 2 hours in order to make efficient use of travel time.
8. For out-of-town travel, per diems will be charged according to published U.S. government rates.
9. Equipment and Other Reimbursable Expenses:
  - 9.1. Boroscope Usage will be invoiced at \$200/day.
  - 9.2. Nuclear Moisture Gauge Usage will be invoiced at \$300/day.
  - 9.3. Fastener Pull Test Gauge usage will be invoiced at \$200/day.
  - 9.4. Ultrasonic Thickness Gauge usage will be invoiced at \$200/day.
  - 9.5. Infrared Imaging will be invoiced at \$250/day.
  - 9.6. X-Ray imaging will be invoiced at \$500/day for equipment rental, plus \$100 per image.
  - 9.7. Single Ply Membrane Seem Testing will be invoiced at \$250/day, plus \$25 per test.
  - 9.8. Rebar size and cover meter usage will be invoiced at \$200/day.
  - 9.9. Half cell, potential for corrosion meter will be invoiced at \$250 per day.
  - 9.10. Impact echo testing equipment will be invoiced at \$500 per day.
  - 9.11. Spray rack(s) for water testing will be invoiced at \$300/day.
  - 9.12. Sample storage fee is \$60 per month after the first 60 days of in-house storage.
  - 9.13. Publications or other reference material needed to complete projects including AIA, AAMA, ASTM, NRCA, ASCE, ASHRAE, and similar standards.
  - 9.14. Preparation and printing of AIA contract documents using metered AIA contract document software.
  - 9.15. Reproduction costs for all outsourced printing, plotting, photocopying, binding and other reproduction services.
  - 9.16. Specialized sounding equipment for detection of delaminating or spalling concrete will be invoiced at \$50/day.
  - 9.17. Blower fans and room pressurization equipment will be invoiced at \$250/day.
  - 9.18. Electronic Field Vector Mapping Equipment will be invoiced at \$250/day.
  - 9.19. Temperature and Humidity Data Loggers will each be invoiced at \$25/day.
  - 9.20. Calcium Chloride Testing will be invoiced at \$50/test.

## COOPERATIVE PURCHASING

Allana Buick & Bers, Inc. produced contract can be extended to other San Mateo County departments and or public agenices in the San Francisco Bay area upon request.

## REFERENCES

- Mr. Ken Rado  
Housing Authority, County of Santa Clara  
Manager, Capital Programs Division  
County of Santa Clara  
P- (408)-993-4610  
E- ken.rado@faf.scccgov.org
- Mr. Keivan Abidi  
Housing Authority City of Alameda  
Facilities Services Coordinator  
Housing Authority of the City of Alameda  
P- (510)-747-4300
- Mr. John Pringle  
Insight Realty  
Managing Director  
Insight Realty Company  
P- (650)-376-6210  
E- john.pringle@insightrealty.com

## STATEMENT OF COMPLIANCE

Allana Buick & Bers, Inc. abides to the County non-discrimination policy, the County equal employment opportunity requirements, County requirements regarding employee benefits, the County jury service pay provision, County insurance requirement and all other provisions of the standard contract.

## **Attachment IP**

### **Intellectual Property Rights**

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