

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND 4LEAF, INC.

The County intends to make use of federal funding from the Department of Homeland Security to partially reimburse the County for costs associated with this agreement.

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 4Leaf, Inc., hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of engineering and other related professional and technical services required for the delivery of various types of improvement projects.

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—FEMA Requirements
- Appendix A – Certification Regarding Lobbying
- Appendix B – Disclosure of Lobbying Activities (if applicable)
- Appendix C – DBE Information – Good Faith Effort

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 One Million and Five Hundred Thousand Dollars (\$1,500,000.00). 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 19, 2021 through October 18, 2024.

The Department of Public Works (the "Department") shall have the right to extend the initial Term of this Agreement (the "Extension Options") for a maximum of two (2) additional years for one time. Such Extension Option shall be on all of the terms and conditions contained in this Agreement. The Department may exercise the Extension Option by giving written notice to the Contractor within thirty (30) days of the Agreement expiration; provided, however, if the Contractor is in material default hereunder on the date of giving such notice and fails to cure such default as provided herein, the Department may reject such exercise by delivering written notice thereof to the Contractor promptly after such failure to cure.

5. 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.

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from 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.

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.

- (a) Contractor will assure that any authorized subcontracts with a third party for services complies with all terms and conditions set forth in this Agreement and pursuant to the requirements of applicable federal, state and local law, including but not limited to Title 2 of the CFR.
- (b) Debarment and Suspension: Contractor will assure that as provided in CFR, Title 2 as applicable, that it must not award subcontracts with at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
- (c) Procurement of Sub-contractors: Contractor's procurement procedures must conform to applicable federal, state and local law including procedures outlined in Title 2 of the CFR. In the event of any conflict between federal, state, and local requirements, the most restrictive requirement must be applied.
- (d) Monitoring: Contractor will be responsible for managing and monitoring routine operations of services performed under this Agreement including each project, program, sub grants or any other function supported by Contractor's sub-contractors/sub-grantees to ensure compliance with all applicable terms and conditions of this Agreement, including the requirements in Title 2 of the CFR . If Contractor at any time discovers that services under this Agreement have not been used in accordance with the terms and conditions of this Agreement including federal, state and local law, Contractor will take action to recover such funding.
- (e) In addition to complying with the Uniform Rules and the enabling laws, implementing regulations, and FEMA policies for a grant or cooperative agreement program, the contractor must also comply with all other applicable Federal laws, regulations, and executive orders, including those

contained in the Department of Homeland Security Standard Terms and Conditions in effect at the time federal financial assistance funds are awarded.

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.

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

The Contractor agrees to comply with Federal requirements and procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Furthermore, the Contractor shall require and enforce similar compliance with all subcontractors.

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.

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 and Access to Records; Right to Monitor and Audit

- (a) The contractor shall retain all project records for a minimum of three years after all agency projects funded under this grant award (not just this present contract) are completed. In addition to this storage requirement, the contractor shall provide an electronic copy of all records in a bon fide electronic documents management format which provides unalterable copies. This requirement applies to the prime contractor and all sub contractor's project records. However, it is the responsibility of the prime contractor to provide all of the records, both the prime contractor and subcontractor's records. 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.
 - i. The contractor agrees to provide San Mateo County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives

access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

- (d) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (e) The Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

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: Krzysztof Lisaj, P.E.
Address: County of San Mateo
Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063
Telephone: (650)363-4100
Facsimile: (650)361-8220
Email: klisaj@smcgov.org

In the case of Contractor, to:

Name/Title: Gene Barry
Address: 4Leaf, Inc.
2126 Rheem Drive
Pleasanton, CA 94588
Telephone: 925-462-5959
Facsimile:
Email: gbarry@4leafinc.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.

19. Payment of Permits/Licenses

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

20. Contract Remedies:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement by Contractor, County shall retain the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. A waiver by County of any occurrence of breach or default is not a waiver of subsequent occurrences and shall be limited to that particular occurrence.

* * *

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:

4LEAF, INC.



as 4LEAF Vice President

Contractor Signature

09/20/21

Date

Gene Barry

Contractor Name (please print)



For County:

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

_____ Date

ATTEST:

By: _____
Clerk of Said Board

Exhibit A – Services

1. Description of Services to be Performed by the Contractor:

Contractor shall provide on-call engineering professional services that may include but not be limited to topographic and bathymetric surveys, hydraulic and hydrologic studies, geotechnical studies, landfill management and monitoring, civil engineering design, utilities undergrounding design, environmental permitting, biological monitoring, project management, construction management and other various professional services.

2. Task Order Negotiation, Authorization, and Amount and Method of Payment:

- A. Negotiation: 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” (NTE) cost proposals may be requested from Contractor during the term of the Agreement. The Department shall review the proposal as to scope, cost and delivery schedule.
- A. Task Order Authorization: Each task order shall include specific work requirements, time frames for completion and NTE cost amount, which shall be mutually agreed upon by Contractor and County in writing prior to commencement of each task order. Once a proposal is found to be acceptable, a task order authorization shall be issued, as needed and at the Department’s sole discretion for each individual project or scope of work as defined in the task order. Contractor shall commence work upon receipt of task order authorization. Contractor agrees to complete the approved project or task order work for an amount equal to or less than the approved project or task order NTE amount and within the time limits set forth in the approved project or task order timetable.
- B. Amount and Method of Payment: The Contractor may have several task orders assigned by the County as part of this on-call agreement. Payment shall not be made for any work unless approved and authorized in advance by the County. Total compensation paid to the Contractor for all task orders assigned will not be greater than the NTE amount of the agreement and may be less than the NTE amount of the agreement. Since this is an on-call agreement, the number of task orders issued is indeterminate, the resulting total compensation paid to the Contractor may be significantly less than the NTE amount of the agreement. The Contractor’s fee schedule rates shall not be adjusted unless approved through a contract amendment by the Contractor and the County. Invoice(s) may be submitted by Contractor according to progress achieved and recognized by the Department, for payment by the County thirty (30) working days from date of receipt, provided that the invoices are complete and absent errors and/or corrections as may be found upon review of invoice(s).

3. Reimbursable Expenses:

Reasonable and necessary expenses related to the services performed and actually incurred shall be reimbursed at cost, or as stipulated in Exhibit "B", Payments, upon submission of an expense report with backup documentation and County approval. Reimbursable expenses shall be included in the "not-to-exceed" cost proposals. Reimbursable expenses are defined as job-related expenses directly incurred by the Contractor in the performance of services provided under the Agreement. These include mail and overnight delivery services, reproduction of reports, drawings, specifications, photographs, and similar, and travel expenses within a 50 mile radius from Contractor's office to the job site. Reimbursement for all other travel in connection with the project or task order shall be at the same rate granted to employees of the County and must be approved in advance and in writing by the County.

4. Changes in Work:

Upon agreement by both County and Contractor, any substantive changes to the timeline, "not-to-exceed" amount, or scope of work of a task order must be approved in writing and will result in an amendment to the task order. All other terms and conditions of the Agreement shall remain in full force and effect.

Exhibit B – Payments and Rates

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:

1. County shall pay Contractor upon receipt in Accounting Section of the Department of Public Works of a written itemized invoice identifying the task order, County project number (if applicable), specific work completed, number of hours involved and breakdown of charges. The Approved Project total not-to-exceed amount will be stipulated in each task order. Costs for services deemed necessary by the County for completion of each task order shall be authorized in writing prior to proceeding with the work. Billing rates for services provided under this Agreement shall be based upon the Contractor's most recent fee schedule and by reference made a part of this Agreement. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.
2. County shall pay Contractor reimbursable expenses. The Contractor shall be entitled to mileage, meals and lodging at the same rate granted to employees of the County whenever the Contractor is required to travel outside of San Mateo County in the performance of his duties under this Agreement. Such travel must first be approved in writing by the County. The Contractor shall also be reimbursed for expenses associated with reproduction (drawings, project manuals, reports, etc.); telephone or fax outside 650, 415, 408, 510, 707, and 925 area codes; fees paid for securing necessary permits and approvals of authorities having jurisdiction over the project; and special delivery service.
3. The County's total fiscal obligation under this Agreement shall not exceed \$1,500,000.00 unless said amount is authorized to be increased by the County Board of Supervisors by written amendment to this agreement. Specific projects that may be assigned to the Contractor shall have individual not-to-exceed amounts as stated in the specific task orders. The sum of individual task order not to-exceed fees for multiple projects that may be assigned to the Contractor shall not exceed the total \$1,500,000.00 not-to-exceed amount for this Agreement without prior written approval by the County Board of Supervisors.

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



4LEAF, INC.

ENGINEERING • CONSTRUCTION MANAGEMENT • INSPECTION • PLAN CHECK

County of San Mateo Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063
Attn: Krzysztof Lisaj

August 10, 2021

Provided in separately-sealed envelope.

**Subject: Cost Proposal for 2018 On-Call Engineering and Professional Services for Public Works
Projects within the County of San Mateo**

4LEAF, Inc. (4LEAF) is excited to have the opportunity to submit our cost proposal to provide On-Call Engineering and Professional Services for Public Works Projects within the County of San Mateo Department of Public Works Project Development and Design Section (Department). As requested by the County, 4LEAF's cost proposal is provided in this separately-sealed envelope and supplements 4LEAF's proposal to provide services under Category 9, Construction Management.

We appreciate this opportunity to present our proposal. If you have any questions, please do not hesitate to contact the undersigned by phone at (925) 462-5959 or by email gbarry@4leafinc.com.

Respectfully submitted,
4LEAF, Inc.

Gene Barry, P.E.
Vice President



PRICE PROPOSAL

2021 ON-CALL ENGINEERING AND PROFESSIONAL SERVICES FOR PUBLIC WORKS PROJECTS WITHIN THE COUNTY OF SAN MATEO

Project Management Services

Staff Designation	Calendar Year			
	2021	2022	2023	2024
Principal-in-Charge / Project Manager*	\$190	\$196	\$201	\$208

Construction Management / Inspection Services*

Staff Designation	Calendar Year			
	2021	2022	2023	2024
Construction Manager	\$156	\$161	\$166	\$171
Public Works Inspector (Regular Time)	\$148	\$152	\$157	\$162
Public Works Inspector (Night Time)	\$167	\$172	\$177	\$182
Public Works Inspector (Overtime)	\$200	\$206	\$212	\$218
Public Works Inspector Apprentice	\$92 - \$142	\$95 - \$146	\$98 - \$150	\$101 - \$155

**All Fees shown include Annual Escalation of ~~3%~~ starting on January 1, 2022.
2% maximum*

BASIS OF CHARGES

- A. Rates shown assume projects under this on-call contract will require compliance with California Prevailing Wage rate requirements and assumes the Client may be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for some of the projects under the on-call contract.
- B. Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR. Rates based on California DIR's wage determinations dated February 2021.
- C. Per the requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the Client to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR's Wage determination for Building Construction Inspector issued February 2021 were used to determine the range of Calendar Year 2021 hourly rates for Public Works Inspector Apprentice.
- D. All invoicing will be submitted monthly.
- E. Overtime and Premium time will be charged as follows:
 - Night Time (work begun after 4PM or before 5AM) 1.125 x hourly rate
 - Overtime (over 8 hour M-F or Saturdays) 1.35 x hourly rate
 - Overtime (over 8 hours Sat or 1st 8 hour Sun) 2 x hourly rate
 - Overtime (over 8 hours Sun or Holidays) 2.5 x hourly rate
- F. All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- G. Daily commute-related travel time will not be billed to the Client. Project-related mileage for inspections will be billed at the allowable IRS Rate plus 20%. Mileage reimbursements shall be recorded from the location designated by the Client to project sites. Requests for reimbursements for lodging, food and other miscellaneous per diem items shall be approved in writing by Client prior to beginning of work.
- H. Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- I. Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- J. Client agrees that 4LEAF's liability will be limited to the value of services provided.

**COUNTY OF SAN MATEO - CONSTRUCTION MANAGEMENT
2021 FEE SCHEDULE - P20315 08/06/2021
PERSONNEL FEES AND BASIS OF CHARGES
INSPECTIONS, ENGINEERING & SPECIAL SERVICES**

	Standard Rate/Hour	Discounted Rate/Hour
* FIELD INSPECTION AND LABORATORY SERVICE		
Steel Visual	\$225.00	\$130.00
Nondestructive - UT, MT, PT	\$230.00	\$130.00
Steel Visual/UT Combination	\$230.00	\$130.00
Concrete ACI	\$225.00	\$130.00
Concrete ICC	\$225.00	\$130.00
Masonry	\$225.00	\$130.00
Fireproofing	\$225.00	\$130.00
Shear Wall Nailing/Framing/Hold Downs	\$225.00	\$130.00
Soil Technician w/Nuclear Gauge and/or Sand Cone <i>(portal-to-portal)</i>	\$225.00	\$140.00
Asphalt Technician <i>(portal-to-portal)</i>	\$225.00	\$140.00
Shoring/Soldier Piers	\$225.00	
Roofing & Waterproofing	\$225.00	
Multi-Disciplined Inspector	\$225.00	
Inspector Requiring G1 Pay Grade	\$275.00	
Specialty Inspector or Where Formal Certification is Required	\$225.00	
Field Inspector with Special Enhancement	\$225.00	
Safety Manager/Safety Inspector/Jobsite Safety Accountability Supervisor (JSAS)	\$500.00	
Laboratory Technician	\$225.00	
Technician Typist	\$225.00	
**PROFESSIONAL ENGINEERING SERVICES		
Principal Engineer (Civil/Structural)	\$360.00	\$275.00
Geotechnical Engineer	\$345.00	\$235.00
Professional Geologist	\$300.00	
Consulting Engineer (Civil/Structural)	\$295.00	
Associate Engineer, Licensed	\$255.00	\$215.00
Project Manager	\$225.00	\$165.00
Staff Engineer	\$225.00	\$165.00
Field Supervision	\$225.00	\$165.00
ASNT Level III	\$275.00	
Drafting	\$160.00	
Quality Control Manager	QOR	
SPECIAL SERVICES		
Portable and Mobile Laboratories, NDT and Soils	QOR	
* Epoxy Bolt/Expansion Anchor - Installation Observation	\$225.00	\$130.00
* Epoxy Bolt/Expansion Anchor Proof Load Testing <i>(portal-to-portal)</i>	\$225.00	\$130.00
* Coring, 1 Person (including equipment) <i>(portal-to-portal)</i>	\$300.00	
* Coring, 2 Persons (including equipment) <i>(portal-to-portal)</i>	\$455.00	
* Asphalt Coring <i>(portal-to-portal)</i>	\$325.00	
Project Research	QOR	
Ultrasonic Testing for Non-Metallic Materials	QOR	
Pavement Rehabilitation Analysis Using Deflections	QOR	
Roof Moisture Survey	QOR	
Soil Drilling Equipment	QOR	
Geotechnical Site Investigations/Foundation Reports	QOR	
Pachometer, Schmidt Hammer, Windsor Probe, Skidmore - Equipment Fee \$115/Day <i>(portal-to-portal)</i>	\$300.00	
Ultrasonic Pulse Velocity Testing - Equipment Fee \$250/Day <i>(portal-to-portal)</i>	\$650.00	ASTM C597
Floor Flatness Testing FF/FL - Equipment Fee \$115/Day <i>(portal-to-portal)</i>	\$300.00	
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - \$55/Kit <i>(portal-to-portal)</i>	\$300.00	ASTM F1869
Relative Humidity Testing - \$75/Kit <i>(portal-to-portal)</i>	\$300.00	ASTM F2170
Ferroskan - Equipment Fee \$115/day <i>(portal-to-portal)</i>	\$300.00	
GPR - Equipment Fee \$115/day <i>(portal-to-portal)</i>	\$375.00	
Administration, Secretarial, Special Projects, Notary, Certified Payroll	\$475.00	\$110.00
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - \$500)	\$350.00	\$300.00
Welding Procedure Review (less than 48 hours notice - \$500)	\$350.00	\$300.00
Procedure Qualification Record (PQR) - Standard Procedure (document fee)	\$500.00	
Welding Procedure Specification (WPS) - Standard Procedure (document fee)	\$500.00	
Welder Qualification Test Record (WQTR) - Standard Procedure (document fee)	\$500.00	
DSA Interim Reports	\$185.00	
Geotechnical Pad Letter (less than 48 hours notice - \$550)	\$350.00	
Final Letter (less than 48 hours notice - \$550)	\$350.00	\$300.00
EXPERT WITNESS TESTIMONY		
Court appearance, per day	\$2,500.00	
Court appearance, per half day	\$1,500.00	

* Field inspection and laboratory technician services will be billed in accordance with minimums shown on Basis of Charges.

**Professional engineering services will be billed in two hour increments.

BASIS OF CHARGES

GENERAL

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services will be charged at applicable rates and will require travel and mileage charges for equipment transport and storage per code (portal to portal) from the nearest CTS laboratory. Soils testing with nuclear gauge and/or sand cone equipment and inspections requiring equipment will require applicable travel and mileage charges for equipment transport and storage per code (portal-to-portal) from the nearest CTS laboratory. Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request. With prior notification to Client; charges are subject to change at any time. Construction Testing Services reserves the right to adjust the rates quoted in this contract based upon any Union or prevailing wage increases and/or changes in any industry requirements.

MINIMUM HOURLY CHARGES – INSPECTION

Technician personnel and the following minimum charges are contractual commitment:

One-half day or less	4 Hours
Over one-half day	8 Hours
Show-up time (less than 2 hours notice = 4 hour charge)	2 Hours

WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 6:00 am and 6:00 pm Monday through Friday. Premium time is as follows:

Overtime, Weekdays and Saturdays (first 8 hours)	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and Holidays	3 x quoted hourly rate
Shift differential, swing and graveyard - (Work performed between 2:00 pm and 4:00 am)	12.5%/hour additional to base or quoted rate.

MISCELLANEOUS CHARGES - *Only Where Applicable*

Notary Services Fee	\$40.00/each	
Facsimile Charges. Plus \$1.00/page (n/c for cover page)	\$7.00/minimum	
Wireless Router/Data Card for Jobsite Internet	\$135.00/day	
iPad Monthly Rental Fee	\$100.00/month	
Electronic Reporting Fees/Subscriptions (PlanGrid, BIM, etc.)	At Cost	
Parking Fees	At Cost	
Air Travel	Cost Plus 10%	
Outside Services	Cost Plus 20%	
Subsistence (per union contract)	\$130.00/day	
Mileage	Standard Federal Rate	
Sample Pickup	\$30.00/each	\$15.00/each
Weekend Sample Pickup	\$110.00/each	
Project Administration	15% of Monthly Invoice	10% of Monthly Invoice
Samples Made by Others: Concrete Cylinders	\$130 + Test	
Samples Made by Others: All Other Tests	\$55.00 + Test	
Laboratory Sample Witness Fee	\$130.00	
Laboratory Sample Storage Fee (per sample)	\$120.00	
EZ Cure Boxes (Thermostatically Controlled Curing Boxes)	QOR	
Returned Check Fee	\$150.00	

TESTS

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of \$100.00 for any engineering report. Please note some tests maybe tested by subconsultants. Samples delivered to the laboratory after 3:00pm or samples needing results within 24 hours will incur a 50% mark-up.

INSURANCE

The liability of Construction Testing Services (CTS) is limited to CTS's contract value.

PAYMENT

Invoices will be submitted monthly or bimonthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.

CONCRETE AND MASONRY TESTS

		Standard Rate/Each	Discounted Rate/Each
CONCRETE			
Compressive Strength of Cylindrical Concrete Specimens (6x12)	ASTM C39	\$84.00	\$55.00
Compressive Strength of Cylindrical Concrete Specimens (4x8)	ASTM C39	\$84.00	\$55.00
Compressive Strength of Cylindrical Concrete Specimens (Over 8000 PSI)	ASTM C39	\$150.00	
Cylinder molds. 6" x 12" and 4" x 8"	ASTM C470	\$80.00	
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	\$100.00	
Obtaining and Testing Sawed Beams and Drilled Cores of Concrete (Cores)	ASTM C42	\$125.00	
Flexural Toughness of Fiber Reinforced Concrete (Round Panel)	ASTM C1550	\$500.00	
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	\$325.00	
Flex Beams per Caltrans Test Methods	CT523 and CT524	\$325.00	
Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage, 1 Sample)	ASTM C157	\$165.00	
Shotcrete Nozzleman Qualification Letter (Per Nozzleman, Per Position)	ACI 506, ASTM C42 and C1140	\$450.00	
Shotcrete Pre-Qualification Cores (Compression and Visual)	ACI 506, ASTM C42 and C1140	\$115.00	
Shotcrete Production Cores	ASTM C1140	\$115.00	
Coefficient of Thermal Expansion	AASHTO T336	\$540.00	
Determining Density of Structural Lightweight Concrete (Cylinders)	ASTM C567	\$425.00	
Standard Specification for Concrete Made by Volumetric Batching and Mixing	ASTM C685	\$975.00	
Cement Quality Sampling	CBC 2010	\$675.00	
Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	ASTM C472	\$60.00	
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	\$265.00	
Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	ASTM C469	\$225.00	
Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room	CBC	\$155.00	
Density of Hydraulic Cement	ASTM C188	\$200.00	
Testing of Controlled Low Strength Material (CLSM) Test Cylinders	ASTM D4832	\$160.00	
GFRC Pull Test	PCI	\$400.00	
GFRC Flexural Test	PCI	\$400.00	
Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)	ASTM C796	\$550.00	
MASONRY			
Compressive Testing of Grout (Masonry)	ASTM C1019	\$130.00	
Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens	ASTM C109	\$130.00	
Compressive Strength of Masonry Prisms	ASTM C1314	\$200.00	
Testing Concrete Masonry Units and Related Units (Core Compression)	CBC 2105A.4	\$200.00	
Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)	ASTM C780 A7.6	\$130.00	
Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)	ASTM C140	\$200.00	
Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)	ASTM C426	\$300.00	
Masonry Core Shear Testing	CBC 2105A.4	\$300.00	
Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)	ASTM C140	\$375.00	
Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence)*	ASTM C67	\$1,000.00	
Mortar Molds. 2" x 4". Single Use		\$130.00	
Mortar or Grout, Stored and Cured, Not Tested (Including Mold)		\$130.00	
AGGREGATES (SOILS AND CONCRETE)			
Determining Sieve Analysis of Fine and Coarse Aggregates (Coarse Only)	CT202/ASTM C136	\$220.00	\$160.00
Sieve Analysis of Fine and Coarse Aggregates (Fine Only)	CT202/ASTM C136	\$295.00	\$210.00
Sieve Analysis of Fine and Coarse Aggregates (Wash Included)	CT202/ASTM C117	\$370.00	\$255.00
Sieve Analysis of Fine and Coarse Aggregates (200 Wash Only)	ASTM C117/D1140	\$220.00	\$160.00
Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis	ASTM D6913	\$350.00	\$275.00
Evaluating Cleanness of Coarse Aggregate	CT227	\$385.00	
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88/CT214	\$300.00	
Unit Weight of Aggregate	CT212	\$200.00	
Clay Lumps and Friable Particles in Aggregates	ASTM C142	\$225.00	
Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791/CT235	\$400.00	
Organic Impurities in Fine Aggregates for Concrete	CT213/ASTM C40	\$400.00	
Density, Relative Density(Specific Gravity), and Absorption of Coarse Aggregate	ASTM C127/CT206	\$400.00	
Density, Relative Density(Specific Gravity), and Absorption of Fine Aggregate	ASTM C128/CT207	\$400.00	
Standard Test Methods for Specific Gravity of Soil Solids by Water Pycnometer	ASTM D854	\$400.00	
Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C131(535) and C211	\$550.00	
Percentage of Crushed Particles/Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate	ASTM D5821/CT205	\$405.00	\$310.00
Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)	ASTM C1252/AASHTO T304A	\$405.00	
Sand Equivalent Value of Soils and Fine Aggregate	ASTM D2419/CT217	\$270.00	\$235.00
Durability Index (Fine)	ASTM D3744/CT229	\$405.00	\$350.00
Durability Index (Coarse)	ASTM D3744/CT229	\$405.00	\$350.00
Durability Index (Fine and Coarse)	ASTM D 3744/CT229	\$405.00	\$350.00
Lightweight Particles in Aggregate	ASTM C123/AASHTO T113	QOR	
Resistance of Rock to Wetting and Drying	CRD-C169	\$600.00	
Aggregate Moisture Content	ASTM C566	\$600.00	

*Unusual sample preparation for brick specimen will be charged at the established hourly rate.

SOILS, AGGREGATE, ASPHALTIC CONCRETE SERVICES & TESTS

		Standard Rate/Each	Discounted Rate/Each
SOILS			
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	\$550.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (per point)	ASTM D4767	\$1,000.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (added points)	ASTM D4767	\$225.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (single point)	ASTM D4767	\$350.00	
One-Dimensional Consolidation Properties of Soils Using Incremental Loading	ASTM D2435	\$325.00	
Caltrans Corrosivity Package		\$525.00	
Determining Field and Laboratory Resistivity and pH Measurements for Soil and Water	CT643	QOR	
Soils and Waters for Sulfate Content	CT417	QOR	
Soils and Waters for Chloride Content	CT422	QOR	
Particle-Size Analysis of Soils (with Hydrometer)	ASTM D422	\$600.00	
		\$650.00	
Pore Water Extraction and Determination of the Soluble Salt Content of Soils by Refractometer	ASTM D4542	\$550.00	
Standard Test Method for Particle-Size Analysis of Soils (without Hydrometer)	ASTM D422	\$550.00	
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318/CT204	\$535.00	\$300.00
Laboratory Compaction Characteristics of Soil Using Modified/Standard Effort	ASTM D1557/D698	\$502.00	\$300.00
Hydrometer Only	ASTM D422	\$535.00	
pH of Soils	ASTM D4972	\$467.00	
Relative Compaction of Untreated and Treated Soils and Aggregates	CT216	\$590.00	\$325.00
Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer	ASTM D2844/CT301	\$590.00	\$350.00
Laboratory Determination of Water(*moisture) Content of Soil and Rock by Mass	ASTM D2216/CT226	\$165.00	
Density of Soil in Place by the Drive-Cylinder Method	D2937	\$125.00	
Expansion Index of Soils	ASTM D4829	\$125.00	
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)	ASTM D5084/CT220	\$575.00	
Lab Compaction Characteristics of Soil 1 Point Proctor (Check Point)	ASTM D698/D1557	\$350.00	
Maximum Index Density and Unit Weight of Soils Using a Vibratory Table	ASTM D4253	\$300.00	
Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density	ASTM D4254	\$300.00	
Density of Hydraulic Cement	ASTM C188	\$375.00	
Volatile Organic Content	EPA 8260B	QOR	
Semi Volatile Organics by GC/MS (Basic Target List)	EPA 8270C	QOR	
Total Organic Carbon	ASTM 2974/EPA 5310Bm	QOR	
ICP Metals Concentration	EPA 6020 - CAM/CCR 17	QOR	
Total Extractable Petroleum Hydrocarbons: TPH, MTBE, Benzene, Toluene, Ethylbenzene, Zylenes, %SS	EPA 8015B	QOR	
ICP Metals Concentration	EPA 6020	QOR	
pH	EPA 9045D	\$550.00	
Sequential Batch Extraction of Waste with Acidic Extraction Fluid	ASTM D5284	QOR	
Chromium Soluble	EPA 7196A	QOR	
Moisture, Ash and Organic Matter of Peat and Other Organic Soils (Organic Content)	ASTM D2974	\$300.00	
Universal Soil Classification System (USCS) Test	ASTM D2487	\$325.00	
California Bearing Ratio Test	ASTM D1883	\$385.00	
Unconfined Compressive Strength of Cohesive Soil	ASTM D2166/CT221	\$200.00	
ASPHALT			
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (Solvent)	ASTM D2172/CT310	\$750.00	
Determining Low Temperature Performance Grade (PG) of Asphalt Binders	ASTM 6816	QOR	
Thickness/Height of Compacted Bituminous Paving Mixture Specimens (Cores)	ASTM D3549/CT308	\$285.00	
Method of Prep of Bituminous Mixture Test Specimens	ASTM D6926/CT304	\$285.00	
	ASTM D1188 and	\$995.00	\$505.00
Bulk Specific Gravity and Density of Compacted Bituminous Mixtures (LTMD)	D2726/CT308		
Bulk Specific Gravity of Core	AASHTO T275	\$175.00	\$125.00
Indirect Tensile (IDT) Strength of Bituminous Mixtures (TSR)	ASTM D6931/CT371	\$3,200.00	
Mechanical Size Analysis (Coarse and Fine) of Extracted Aggregate	ASTM D5444/CT202	\$410.00	
Marshall Stability and Flow of Bituminous Mixtures	ASTM D6927	\$995.00	
Theoretical Maximum Specific Gravity and Density (Rice)	ASTM D2041/CT309	\$425.00	\$350.00
Measuring the Permeability of Bituminous Pavements and Seal Coats	CT341	QOR	
Swell of Bituminous Mixtures	CT305	\$400.00	
		\$950.00	
Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates in Asphalt Stabilometer Value (1 sample)	ASTM D1461/CT307	\$400.00	
	CT366	\$400.00	
Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method	CT382/ASTM D6307	\$425.00	\$355.00
Determination of Correction Factor of Bituminous Paving Mixtures by the Ignition Method	CT382/ASTM D6307	\$425.00	\$355.00
Determination of Asphalt and Moisture Contents of Bituminous Mixtures by Microwave Oven	CT370	\$425.00	
Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 6)	ASTM D1075	\$3,500.00	
Compressive Strength of Bituminous Mixtures	ASTM D1074	\$300.00	
Hamburg Wheel Track	AASHTO T324	\$3,750.00	
Moisture Susceptibility	AASHTO T283	\$3,750.00	
Air Voids		\$500.00	

* Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician.

** Does not include sample preparation or sieve analysis



		Standard Rate/Each
MATERIALS MECHANICAL TESTS		
Mechanical Testing of Steel Products (General Tensile)	ASTM A370	\$500.00
Fillet Weld Break Test for Qualification (Welding)	AWS B4.0	\$225.00
Tension Testing of Metallic Materials, Tension Testing Wrought and Cast Aluminum and Magnesium-Alloy Products, (Welding Coupon Tensile)	ASTM E8, B557 and AWS B4.0	\$500.00
Mechanical Testing of Steel Products (Couplers)	ASTM A370	\$500.00
Impact Testing of Miniaturized Charpy V-Notch Specimens, Notched Bar Impact Testing of Metallic Materials	ASTM E2248 and ASTM E23	QOR
Testing, Practices, and Terminology for Chemical Analysis of Steel Products	ASTM A751	\$350.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #3-#8	ASTM A370 and E290	\$400.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #9-#11	ASTM A370 and E290	\$465.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #14+	ASTM A370 and E290	QOR
Mechanical Testing of Steel Products, Standard Specification for Steel Wire, Plain, for Concrete Reinforcement	ASTM A370, A82 and A185	\$465.00
Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds	ASTM E190 and AWS B4.0	\$300.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts Only (Tension and Yield)	ASTM F307, F1554 and F606	\$550.00
Rockwell Hardness of Metallic Materials	ASTM E18	\$165.00
Proof Test for Carbon and Alloy Steel (Nuts Only)	ASTM A194 or A563	\$350.00
Radiographic Examination of Metallic Castings/Weldments	ASTM E94, E1030 and E1032	QOR
Macroetching Metals and Alloys	ASTM E340, E381 and AWS	\$350.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct Tension Indicators, and Rivets (HSB Assemblies)	ASTM F606	\$400.00
Mechanical Testing of Steel Products (Terminators Tensile)	ASTM A370	\$400.00
Strength for Sewn or Bonded Seams of Geotextiles	ASTM D4884	\$350.00
Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure	ASTM D2261	\$350.00
Breaking Strength and Elongation of Textile Fabrics (Grab Test)	ASTM D5034	\$300.00
Tensile Properties of Fiber Reinforced Polymer Matrix Composite Bars	ASTM D3039	\$1,000.00
Steel Strand, Uncoated Seven-Wire for Prestressed Concrete (Set of 2)	ASTM A416 and A1061	\$1,500.00
FIREPROOFING		
Thickness and Density of Sprayed Fire-Resistive Material (SFRM)	ASTM E605	\$285.00
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kit Only)	ASTM E736	\$80.00

CONTACT INFORMATION

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 Stockton: 343 East Main Street, #711 • Stockton, CA 95202 • P 209.507.7555 • F 209.507.7554
 Rocklin: 4400 Yankee Hill Road • Rocklin, CA 95677 • P 916.419.4747 • F 916.419.4774
 Las Vegas: 3842 E. Post Road • Las Vegas, NV 89120 • P 702.257.4747 • F 702.257.4718

Exhibit C – FEMA Requirements

As specified herein the following provisions shall apply unless otherwise noted:

1. Compliance with the Clean Air Act and the Federal Water Pollution Control Act

Clean Air Act

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. For contracts in excess of \$150,000, the contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401-7671q and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

Federal Water Pollution Control Act

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

2. Suspension and Debarment

- (a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by (insert name of subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2

C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of subgrantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (d) The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (e) Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency [45 CFR § 92.35];
 - (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (e)(2) of this section; and
 - (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default;
- (f) Contractor shall report immediately to the County Department of Public Works (“DPW”) in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor’s subcontractor. Contractor shall maintain any records, documents or other evidence of fraud and abuse until otherwise notified by DPW.
- (g) Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- (h) Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors’ debarment/suspension status.

3. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

4. Drug- Free Workplace

The Contractor certifies that it will continue to provide a drug-free workplace by;

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Applicant's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. DHS Seal, Logo, Flags:

The Contractor shall not use the DHS seal (s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

6. Compliance with Federal Law, regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

7. No Obligation by Federal Government

The Federal government is not party to this contract and is not subject to any obligations or liabilities to the County, contractor, or any other party pertaining to any matter resulting from this contract.

8. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

9. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

- (a) The Prime Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

Requiring the sub contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

10. Cost Analysis

The contractor shall perform cost analysis on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested

11. Assurances – Non Construction Programs

The contractor shall comply with FEMA Assurance-Non-Construction Programs. For more detail regarding the program, please reference the FEMA website: <https://www.fema.gov/>

Appendix A – Certification Regarding Lobbying

As required by 44 C.F.R. Part 18:

The undersigned 4Leaf, Inc. certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, 4LEAF, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Gene Barry, Vice President, 4LEAF, Inc.

Name and Title of Contractor's Authorized Official

09/20/21

Date


Appendix B – Disclosure of Lobbying Activities (if applicable)

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	No Lobbying activity to report _____ Signature:  _____ Print Name: <u>Gene Barry</u> Title: <u>Vice President</u> Telephone No.: <u>925-462-5959</u> Date: <u>09/20/21</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Appendix C – DBE Information – Good Faith Effort

MBE / WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as nonresponsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- B. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- C. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- D. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- E. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.