

Agreement No. Resolution No. 080406(b)

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CONSOLIDATED ENGINEERING LABORATORIES

This Agreement is entered into this 11th day of June 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Consolidated Engineering Laboratories, 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 On-Call Special Inspections and Material Testing 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—Sanctions Against Russia Letter of Compliance
- Attachment I—§ 504 Compliance
- 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 AND NO CENTS (\$600,000.00). 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 April 01, 2024, through March 31, 2027.

5. Termination

This Agreement may be terminated by Contractor or by the Director of the Project Development Unit or 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 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.

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, regulations, and executive orders, 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, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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, regulation, or executive order, the requirements of the applicable law, regulation, or executive order 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.

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 Executive Officer 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 Executive Officer, 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 Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer 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 unless this

Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value 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: Sam Lin / Interim Director
Address: 555 County Center, 2nd Floor, Redwood City, CA 94063
Telephone: 408-391-5150
Email: slin@smcgov.org

In the case of Contractor, to:

Name/Title: Robert W. Morse / Senior Vice President
Address: 2001 Crow Canyon Road, Suite 200, San Ramon, CA 94583
Telephone: 925-314-7146
Email: rmorse@ce-labs.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. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the

specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

21. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

* * *

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

For Contractor: **Consolidated Engineering Laboratories**

DocuSigned by: <i>Robert Morse</i>	May-09-2024 12:57 PDT	Robert Morse
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:  Resolution No. 080406(b)
 President, Board of Supervisors, San Mateo County

Date: June 11, 2024

ATTEST:

By: 
 Clerk of Said Board

Exhibit A

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

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

The Contractor services shall include but not be limited to the following tasks:

1. Provide special inspections and material testing services to ensure compliance with applicable California Building Codes/Regulations, construction drawings, specifications and quality control required by the contract documents or as requested by the Project Development Unit (PDU).
2. The testing and inspection agency shall submit special inspection reports and testing to the Building Official, Structural Engineer of Record, Contractor, and PDU per CBC Section 1704.2.4. The reports shall indicate whether work inspected or tested conformed to the approved construction documents, and following any other procedures outlined therein.
3. Prior to commencement of work, the Contractor will work with the General Contractor and the project team to develop an inspection plan for the duration of the construction project, including the qualifications of the individual inspectors maintaining consistency throughout the project.
4. Work under the direction of the Inspector of Record and the PDU project management team.
5. Work within the General Contractors timeline and construction schedule and provide testing and inspection as needed to keep the project progressing on schedule.
6. The Contractor shall submit to the Building Official a final report documenting special inspections and tests per CBC section 1704.2.4 and reports and certificates per CBC 1704,5.
7. Offsite shop inspections as required by the approved construction drawings.
8. Lab testing and reporting as required by the approved construction drawings.
9. **Submit daily activity report to the Construction Manager and Inspector of Record, including the following information:**
 - a. Specific inspections performed with Pass/Fail summary.
 - b. Site conditions associated with inspections performed.

- c. Weather conditions.
 - d. Inspector's equipment and materials associated with inspections performed.
 - e. Contractors, subcontractors, and suppliers associated with inspections performed.
 - f. Nature and location of the work performed.
 - g. Verbal instruction and clarifications of the work given to the General Contractor.
 - h. 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 lack of activity on the part of the General Contractor. Note corrective actions taken.
10. Attend any meetings required in contract documents or the project team.
11. Contractor shall comply with all federal, state, county, and local governmental requirements.
12. Facilitate scheduling any required tests and testing laboratory visitations required by the Contract Documents. Observe and record dates, times, and outcomes for all test procedures.
13. While performing services provide all inspection and testing records, reports, photos, and project correspondence to the PDU daily, in an electronic format ready to upload to the County's choice of project management software. The deliverables shall be submitted to the respective Project Manager and/or Construction Manager for each project.
14. At the completion of the project, deliver all inspection records, project correspondence, and certifications associated with inspections performed to the County.

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:

2024 PUBLISHED FEE SCHEDULE							
SAN MATEO COUNTY							
Task Code	ENGINEERING SERVICES	UNIT RATE	UNIT				
G1401/C2000	Principal/Principal Engineer	\$250.00	hour	02098	Soils Sampling	\$115.00	hour
	Geotechnical Engineer	\$250.00	hour	21020	Project Meeting	\$122.00	hour
G1300/C2001	Senior Engineer	\$225.00	hour	03080	Batch Plant Inspection	\$122.00	hour
G1600/22011	Project Engineer/Geologist	\$175.00	hour	03080	Batch Plant Inspection (Overtime)	\$183.00	hour
G1700/22010/ C2002/C2137	Staff Engineer	\$150.00	hour	03300	Shotcrete Inspection	\$122.00	hour
G1800	Assistant Engineer	\$145.00	hour	03300	Shotcrete Inspection (Overtime)	\$183.00	hour
G3200	Field Supervisor	\$135.00	hour	13101	Anchor/Dowel Installation Inspection	\$115.00	hour
				13101	Anchor/Dowel Installation Inspection (Overtime)	\$172.50	hour
				13104	Proofload Testing Inspection	\$115.00	hour
				13104	Proofload Testing Inspection (Overtime)	\$172.50	hour
				13100	Anchor/Dowel Install Reinspect	\$115.00	hour
				03400	Waterproofing Inspection	\$125.00	hour
				03400	Waterproofing Inspection (Overtime)	\$187.50	hour
				03401	Waterproofing Reinspection	\$125.00	hour
				07048	Firestopping Inspection (Overtime)	\$187.50	hour
				07048	Firestopping Inspection	\$125.00	hour
				07052	Fireproofing Inspection	\$122.00	hour
				07052	Fireproofing Inspection (Overtime)	\$183.00	hour
				02417	Asphalt Inspection	\$115.00	hour
				07000	Roofing Inspection	\$125.00	hour
				07001	Roofing Reinspection	\$125.00	hour
				04017	Masonry Placement Reinspection	\$122.00	hour
				21007	General Inspection	\$122.00	hour
				C2086	Cohesion and Adhesion Bond Testing	\$115.00	hour
				C2088	Bond Test Loading Fixtures 50 mm	\$20.00	hour
					Soils Inspector with Nuclear Gauge (Portal-to-Portal Charges Apply)		
				02099	Soils Inspector with Nuclear Gauge (Portal-to-Portal Charges Apply)	\$115.00	hour
					Soils Inspector with Nuclear Gauge (Overtime)		
				02099	Soils Inspector with Nuclear Gauge (Overtime)	\$172.50	hour
				02110	Nuclear Gauge Portal-to-Portal	\$115.00	hour
				06100	Nailing Inspection	\$122.00	hour
				15000	Mechanical	\$125.00	hour
				16100	Electrical	\$125.00	hour
				17001	Plumbing Inspector	\$125.00	hour
					SPECIALIZED SERVICES	UNIT RATE	UNIT
				C2030	Pachometer	\$150.00	hour
				C2084	In-Place Brick Shear Tests (Masonry) - Two-Person Crew (4-hour minimum)	\$250.00	hour
				C2210	Ground Penetrating Radar (GPR)		
				C2210	- One Man Crew	\$255.00	hour
				C2210	- Two Man Crew	\$347.58	hour
				C2080	Floor Flatness Testing:		
				C2080	- Surveying/Inspection	\$225.00	hour
					Phased Array Technician	\$200.00	hour

	Profilegraph Technician	\$200.00	hour				
	Profilegraph Equipment	\$200.00	hour				
	CORING SERVICES	UNIT RATE	UNIT				
03085	Coring Machine Operator	\$175.00	hour				
	Helper (add per hour)	\$105.00	hour				
C1618	Diamond Drill Bit Charges, per inch to 5"	\$10.00	inch				
C1618	Diamond Drill Bit Charges, per inch 6" and over	Quote on Request					
	CONCRETE	UNIT RATE	UNIT				
23017	Concrete Mix Design Review	\$250.00	each				
03039	Trial Batches, Prepared in Laboratory C192	\$1,042.75	each				
03020	Length Change of Concrete (Shrinkage), set of 3, ASTM C157, CT 530	\$347.38	each				
03007	Compression, 6X12 Cylinders, ASTM C 39, CT 321	\$40.00	each				
03044	Compression 4x8 Cylinders ASTM C 39	\$40.00	each				
03009	Compression, Core (including end preparation), ASTM C 42	\$125.00	each				
03023	Compression, 3X6 Cylinders Lightweight Insulating Concrete, ASTM C 495	\$125.00	each				
03006	Grout Compression, 2X2 Cubes, each age, ASTM C 109	\$65.00	each				
03019	Epoxy Grout 2x2 Cube Compression ASTM C 579	\$65.00	each				
03029	Cylinders, Stored 60 days (hold cylinders)	\$45.00	each				
03030	Splitting Tensile Strength, 6X12 Cylinders, ASTM C 496	\$125.00	each				
03101	Unit Weight of Concrete Cylinders, ASTM C 567	\$95.00	each				
03022	Unit Weight of Lightweight Insulating Concrete, ASTM C 495	\$95.00	each				
03023	Compression Test of Lightweight Insulating Concrete, ASTM C 495	\$95.00	each				
03016	Flexural Strength of Concrete, ASTM C 78	\$120.00	each				
03305	Shotcrete Pre-Production Panel Evaluation, Up to 12" Thick	\$1,800.00	each				
03306	Shotcrete Pre-Production Panel Evaluation, 12" to 24" Thick	\$2,300.00	each				
03301 / 03302	Shotcrete Panel Core Compression Test, ASTM C 42	\$145.00	each				
03005	Chloride Ion Content, AASHTO T260	\$230.00	each				
	SOIL MECHANICS	UNIT RATE	UNIT				
	Moisture/Density Curve						
02019	Standard Proctor ASTM D 698	\$350.00	each				
02018	Modified Proctor ASTM D 1557	\$350.00	each				
02016/02017	Checkpoint (ASTM or Caltrans)	\$150.00	each				
02014	California Impact, CT 216	\$360.00	each				
02021/02036	Rock Correction for Oversize Material, ASTM D4718/CT216	\$120.00	each				
	Sieve Analysis						
02074/02075	Bulk Sample Gradation, ASTM C 136/C117/CT202	\$210.00	each				
02238/02239	Material Finer than #200 Sieve, ASTM C 117	\$245.00	each				
	Soil Mechanics						
02063/02068	"R" Value, ASTM D 2844/CT 301	\$460.00	each				
02071/02072	Sand Equivalent, ASTM D 2419/CT 217	\$190.00	each				
02040	Liquid Limit, Plastic Limit, & P.I. Atterberg Limits ASTM D4318	\$200.00	each				
02006	California Bearing Ratio, 1 pt. (ASTM D1883)	\$260.00	each				
02007	California Bearing Ratio, 3 pt. (ASTM D1883)	\$610.00	each				
02008	California Bearing Ratio, 3 pt. (ASTM D1883) w/ 96 hour soak	\$640.00	each				
02046	Moisture-Density Sample Tubes ASTM D2937	\$80.00	each				
02088 / 02042 / 02043	Water Content of Soil and Rock ASTM D2216/CT226	\$65.00	each				
	AGGREGATES	UNIT RATE	UNIT				
02074/02075	Sieve Analysis, Bulk Sample Gradation (Coarse & Fine), ASTM C136/C117/CT202	\$210.00	each				
02238/02239	Sieve Analysis, Material Finer than #200 Sieve, ASTM C 117/CT202	\$100.00	each				
02234/02235	Sieve Analysis, Coarse Agg (#3" to #4), ASTM C136/CT202	\$190.00	each				
02236/02237	Sieve Analysis, Fine Agg (#4 to #200), ASTM C136/CT202	\$190.00	each				
02242/02240	Specific Gravity (Coarse), ASTM C 127/CT 206	\$150.00	each				
02243/02241	Specific Gravity (Fine), ASTM C 128/CT 207	\$180.00	each				
02205	Absorption, Coarse Agg or Fine Agg, ASTM C 127/ASTM C 128	\$120.00	each				
02225/02226	Organic Impurities in Concrete Sand, ASTM C 40/ CT213	\$120.00	each				
02200 / 02201 / 02202 / 02203 / 02204	L.A. Rattler, ASTM C 131 or C595/CT 211 (500 rev)	\$300.00	each				
02209	Clay Lumps & Friable Particles ASTM C142	\$175.00	each				
02222	Fractured Particles in Coarse Agg ASTM D5821	\$200.00	each				
02223	Lightweight Particles in Aggregate ASTM C123	\$155.00	each				
02251	Staining of Lightweight Aggregate ASTM C641	\$290.00	each				
02244	Sulfate Soundness (per sieve size), ASTM C 88	\$175.00	each				

02248	Unit Weight of Aggregates, ASTM C 29	\$120.00	each				
02212	% Crushed Particles, CT 203	\$290.00	each	02300	Absolute Viscosity of Asphalt, ASTM D2170/AASHTO T201	\$200.00	each
02012	Cleanliness Value, CT 227	\$175.00	each	02306	Viscosity (Asphalt Institute Method)	\$230.00	each
02071/02072	Sand Equivalent, ASTM D 2419/CT 217	\$155.00	each	02380	Rolling Thin Film Test, ASTM 2872/Cal 346/AASHTO T240	\$215.00	each
02216 / 02217 / 02218 / 02219	Durability Index (Coarse or Fine Agg) ASTM D 3744/CT 229	\$215.00	each	02338	Residue by Evaporation, ASTM D244/AASHTO T59	\$260.00	each
02224	Moisture Content of Aggregate ASTM C566	\$80.00	each	02307	Extraction and Recovery, ASTM D2172/ASTM D 1856	\$1,000.00	each
02227	Potential Alkali Reactivity of Aggregates ASTM C1260	\$1,200.00	each		MASONRY	UNIT RATE	UNIT
02198	C33 Coarse Aggregate Qualification Testing (ASTM C33)	\$4,000.00	each	04020	Concrete Blocks		
02199	C33 Fine Aggregate Qualification Testing (ASTM C33)	\$3,600.00	each		Compression, Gross Area, ASTM C 140	\$130.00	each
	HOT MIX ASPHALT (HMA)	UNIT RATE	UNIT	04021	Compression, Gross Area, Unusual Shape, ASTM C 67	\$130.00	each
02301 / 02350 / 02351	Bulk Sp. Gravity of Compacted HMA (Plant Mix) ASTM D2726/ CT 304, CT308	\$210.00	each	04000	Compression, Net Area, ASTM C 140	\$123.00	each
02352/02349	Bulk Sp. Gravity of Compacted HMA (Lab Mix) ASTM D2726/ CT 304, CT308	\$175.00	each	04002	Absorption and Moisture, ASTM C 140	\$180.00	each
02405/02406	Theoretical Max Spec. Gravity (Rice Density) ASTM D2041/ CT 309	\$200.00	each	04022	Linear Shrinkage ASTM C 426	\$190.00	each
02355/02354	Stabilometer Value including Compaction, ASTM D1560/ CT 366, per point	\$250.00	each	04004	Dimensional Measurement of Masonry Units ASTM C 140	\$80.00	each
02305/02304	Asphalt Content (Ignition Oven Method) ASTM D 6307/ CT382	\$230.00	each		Bricks		
02359/02358	Ignition Oven Calibration Factor ASTM D6307/ CT382	\$315.00	each	04001	Absorption, with saturation Coefficient, ASTM C 67	\$135.00	each
02304	Asphalt Content (Solvent Extraction Method) ASTM D2172	\$290.00	each	04002	Compression, ASTM C 67	\$100.00	each
02384	Sieve Analysis of Extracted Aggregate, ASTM D3444/CT 202	\$200.00	each	04003	Modulus of Rupture, ASTM C 67	\$55.00	each
02345	Caltrans Complete HMA Tests (Rice or BSG, S-Value, Ignition, Extracted Gradation)	\$1,200.00	each		Grout		
02363	Marshall Compaction (Lab Mix), set of 3, ASTM D 6926	\$500.00	each	04005	Compression, Grout Prisms, ASTM C 1019	\$75.00	each
02366	Marshall Compaction (Plant Mix), set of 3, ASTM D 6926	\$320.00	each	04023	Compression, Mortar Cylinders, ASTM C 780	\$75.00	each
02368	Marshall Flow and Stability, per point, ASTM D 6926	\$100.00	each	04011	Compression, Composite Prisms, ASTM C 1314	\$250.00	each
02320/02321	Effect of Moisture on AC (Tensile Strength Ratio) ASTM D4867/ CT 371	\$2,200.00	each	04012	Compression, Masonry Core, ASTM C 140	\$105.00	each
02403	Swell of Bituminous Mixtures, CT 304/305	\$275.00	each	04013	Shear, Masonry Core, CCR Title 24	\$125.00	each
	ASPHALTIC CEMENT	UNIT RATE	UNIT		REINFORCING STEEL - ASTM A 615/ A706	UNIT RATE	UNIT
02374	Penetration of Bituminous Materials at 77°F, ASTM D5/AASHTO T49	\$85.00	each		Tensile Strength and Bend Test		
02375	Penetration of Bituminous Materials at 32°F to 158°F, ASTM D 5/AASHTO T49	\$130.00	each	03038	Samples, Size #3 - #10	\$115.00	each
02360	Kinematic Viscosity of Asphalt, ASTM D 2170/AASHTO T201	\$200.00	each	03035	Samples, Size #11	\$160.00	each
				03033	Samples, Size #14	\$400.00	each
				03034	Samples, Size #18 (Full Section)	\$700.00	each
					PRESTRESSING STEEL - ASTM A 416	UNIT RATE	UNIT
					Uncoated 7 Wire Strand, 1/4" to 1/2"		
				23014	Yield Strength, Breaking Strength, and Elongation (Note: for Vinyl Coated Strands, add \$ 45.00 per test; for Modulus of Elasticity, add \$ 45.00 per test)	\$350.00	each
				23012	Breaking Strength Only	\$230.00	each

STRUCTURAL STEEL (mild steel not over one inch thick)				UNIT RATE	UNIT
		Tensile Strength, ASTM A 370 (test only)			
05023		Samples, Under 1-1/2 square inch in cross section	\$155.00		each
05024		Samples, 1-1/2 square inch and over in cross section	\$210.00		each
		Chemical Analysis	\$135.00		each
05022		Bending	\$100.00		each
C2019		Anchor Bolts, ASTM F1554, tensile	\$250.00		each
		High Strength Bolts, Nuts, and Washers, ASTM A 325, A 490, A 449			
C2018		Bolt Assembly Test	\$380.00		each
C2016		Bolts Proof Load and Ultimate	\$130.00		each
C2017		Nuts Proof Load	\$75.00		each
C2015		Hardness (Rockwell)	\$45.00		each
WELDMENT TESTING (mild steel not over one inch thick)				UNIT RATE	UNIT
05054		Transverse Tensile	\$165.00		each
05055		Transverse Side Bend	\$105.00		each
05056		Transverse Root and Face Bend	\$105.00		each
05057		Macroetch	\$105.00		each
05053		0.505" Tensile Specimen	\$150.00		each
05050		Charpy V-Notch Specimen	Quote on Request		
C2030 / C2029 / C2030		Preparation of WPS, PQR, or Welder Certificate	\$150.00		each
NONDESTRUCTIVE TESTING				UNIT RATE	UNIT
		Radiography			
		Radiographic Testing-Weld Procedure Qualification (physical testing not included)			
C2043			\$830.00		each
10014		Consultation	\$175.00		hour
10014		One-Person Crew	\$175.00		hour
10010		Film	\$45.00		each
10006		Magnetic Particle Level III (ASNT)	\$150.00		hour
10005		Magnetic Particle Level II (ASNT)	\$150.00		hour
05600		Ultrasonic Level III (ASNT)	\$150.00		hour
05500		Ultrasonic Level II (ASNT)	\$150.00		hour
10001		Dye Penetrant Level III (ASNT)	\$150.00		hour
10000		Dye Penetrant Level II (ASNT)	\$150.00		hour
ROOFING				UNIT RATE	UNIT
07010		Ply Count and Asphalt by Difference, ASTM D 2829	\$175.00		each
07011		Weight Analysis, ASTM D 2829	\$105.00		each
FIREPROOFING				UNIT RATE	UNIT
07051		Density of Sprayed on Fireproofing, ASTM E 605/UBC 43-8	\$86.89		each
07050		Cohesion/Adhesion, ASTM E 736	\$86.89		each
FIRE/LIFE SAFETY SYSTEMS				UNIT RATE	UNIT
23013		Fire/Life Safety Systems Inspection	\$180.00		hour
23014		Mechanical Engineer	\$300.00		hour
23015		Staff Engineer	\$250.00		hour
23016		Final Affidavit (Request 6 Working Days Advance Notice)	Quote on Request		
GEOTEXTILE FABRIC				UNIT RATE	UNIT
07413		Tensile Strength by Grab Method	\$500.00		each
07411		Puncture Resistance, Index, ASTM D 4833	\$300.00		each
07414		Trapezoidal Tear	\$350.00		each
07412		Mass Per Unit Area, ASTM D 3776	\$225.00		each
07419		Simulated Asphalt Retention, ASTM D 4830	\$340.00		each
07011		Unit Weight Analysis, ASTM S 2329	\$105.00		each
07010		Ply Count and Void Analysis, ASTM D 2329	\$175.00		each
CEMENT				UNIT RATE	UNIT
03032		Storage of Grab Sample, 60 days	\$35.00		each
03004		Cement Content of Hardened Concrete, ASTM C 1084	\$3,000.00		each
GFRG PANEL TEST				UNIT RATE	UNIT
03202		Flexural Testing, per P.C.I. Recommended Practice	\$95.00		each
03203		Pullout Testing of Anchors, per P.C.I. Recommended Practice	\$150.00		each
23003		Fiberwrap Testing (ASTM D3039)	\$800.00		set
SPECIALTY GEOTECHNICAL TESTING				UNIT RATE	UNIT
02076		Sieve Analysis, Minus #200 by Wash ASTM D1140	\$95.00		each
02047		Consolidation (ASTM D2435, D4546)	\$225.00		each
02049		Time-Consolidation (ASTM D2435)	\$105.00		each
02051		Collapse/Swell (ASTM D4546)	\$120.00		each
02083		Unconfined Compressive Strength (ASTM D2166)	\$135.00		each
02029		Direct Shear (3 pt.)	\$1,200.00		each
02006		California Bearing Ratio, 1 pt. (ASTM D1883)	\$300.00		each
14906		California Bearing Ratio, 3 pt. (ASTM D1883)	\$750.00		each
02002		Water Soluble Sulfate	\$75.00		each
02022		pH (ASTM D4972)	\$95.00		each
02069		Lab Resistivity	\$115.00		each
MISCELLANEOUS GEOTECHNICAL CHARGES				UNIT RATE	UNIT
		Vehicle Charges (Over 40-Mile Radius)			
		Truck, 2-Wheel Drive	\$0.32		mile
		Truck, 4-Wheel Drive	\$0.62		mile

	All Other Direct Project Expenses (such as contract drilling and backhoe services, special equipment rental, commercial travel, protective clothing, shipping, etc.)	Cost + 15%	
G3602	Clerical Services	\$93.00	hour
	MISCELLANEOUS TESTS & INSPECTIONS	UNIT RATE	UNIT
19001	Calibration of Hydraulic Rams	\$290.00	each
23010 / 2404 / 22003	Universal Testing Machine with Technician	\$315.00	hour
23010 / 2404 / 22003	Instron Testing Machine with Technician	\$315.00	hour
03103/03102	Windsor Test Probes	Quote on Request	
05058	Weld Procedure Review	\$250.00	each
21004	Expert Witness	\$3,475.00	day
	BASIS OF CHARGES		
21022	Sample Pick-Up	\$35.00	trip
21061	Premium Sample Pick-Up (after 4 PM, before 5 AM, Weekends and Holidays)	2 x Sample Pick-Up Rate	
	Laboratory Testing - Rush Fee	Add 30% to Testing Cost	
	Technician with Nuclear Gauge	Portal-to-Portal Charge	
21006	Final Affidavit per each Applicable Permit (Request 6 working days in advance)	\$500.00	each
	DSA Interim Verified Reports	\$150.00	each
	Extra Copies (Over 4 per Issue Date) of Inspection Reports and Final Affidavit Reports on CD	\$10.00	each
	QA/QC Plan Written Procedures	\$150.00	each
		Quote on Request	

County shall process Contractor invoice upon receipt of approved invoice in the County's Accounting Department. A written itemized monthly invoice identifying the Agreement number, location of work, specific work completed, and breakdown of charges must be provided along with any documentation verifying the work billed or hours billed are required along with the invoice.

Effective November 2022, when submitting invoices, Contractor is required to submit supporting documents along with approved invoices. Adequate supporting documents include, among others: deliverable documents, payroll registers, timesheets, detailed invoices, inspection certificates, activity/participant logs, applicant forms, acceptance letters, survey forms, authorized travel/expense forms, service acknowledgment forms, etc. The types of documents required to support/verify information on invoices depends on the specified contracted services and, if applicable, costs to be reimbursed.

Any additional work requested outside of the contract or authorized rates and scope of work can only be billed with proper written County approval, contractor's proposal on the additional requested work, and all necessary backup documentation.

The approved total not-to-exceed amount shall be Six Hundred Thousand Dollars and No Cents \$600,000.00 over the term of this agreement.

Invoices are to be submitted to:

pdu_invoices@smcgov.org

or

Project Development Unit
555 County Center, 2nd Floor
Redwood City, CA 94063

Invoices not properly submitted according to this contract may result in delay payment to contractor.

Fingerprinting – If Applicable

Potential staff are required to pass a Live Scan (DOJ and FBI) background check at the contractor's expense prior to working in County facilities. Potential staff shall follow the directions provided by the Project Development Unit to complete this process and will not begin work in a County facility until they have been officially notified in writing by the Project Development Unit that they have received background clearance.

Background Clearance – If Applicable

Contractors will be required to provide a list of names of each proposed employee to the Project Development Unit 30 days prior to the assignment of any employee. The cost of the Department of Justice clearance is the responsibility of the Contractor. Contract employees will not be permitted to begin work prior to DOJ clearance and received County issued card key badge. Failure to do so will result in the immediate removal of contractor's employee. Contractor is responsible for maintaining proper security clearance for each employee throughout the duration of this agreement and will notify the County within 24 hours of learning of any arrest or detainment of an employee.

Exhibit C

COUNTY OF SAN MATEO



Jas Sandhar
Procurement Manager

Procurement Division
465 County Center, 4th Floor
Redwood City, CA 94063
650-383-4408 T
jsandhar@smcgov.org
<https://hr.smcgov.org/procurement>

May 4, 2022

Dear Contractor, Vendor, or Supplier:

I am the Procurement Manager for the County of San Mateo, California ("County"), and I write because you have been identified as the contact person for a person or entity that has an agreement with the County of San Mateo (the "County") to provide goods or services.

All County contracts include terms that require contractors to comply with applicable laws while performing under the agreements. As you may know, the United States and State of California have taken action against Russia in response to its aggression in Ukraine, including by imposing economic sanctions. The County is working to ensure compliance with these sanctions and related orders.

Detailed information about the sanctions, including relevant Executive Orders issued by the President of the United States and the Governor of California, may be found at the following websites maintained by the United States and the State of California:

- <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>
- <https://www.dgs.ca.gov/OLS/Ukraine-Russia>

The County is hereby directing its contractors, vendors, and suppliers, including you, to notify the County if the provision of goods and/or services under any agreement with the County, or payment under any such agreement, is prohibited by these sanctions. If you have reason to believe that the sanctions against Russia prohibit performance or payment under your agreement with the County, please send an email to procurement@smcgov.org with the subject line "Sanctions Against Russia." Please include the relevant contract/agreement number, if you know it, or a copy of the agreement, with your email. Please also include a short explanation of why you have reason to believe that the sanctions against Russia prohibit performance or payment under the agreement.

We greatly appreciate your partnership with the County and your attention to this important matter. Please also keep in mind that failure to comply with applicable law, including the above-referenced sanctions, could result in contract termination.

If you have any questions regarding this correspondence, please do not hesitate to contact the County's Procurement Department at procurement@smcgov.org, or call me at (650) 363-4408.

Sincerely,

A handwritten signature in black ink, appearing to read "Jas Sandhar".

Jas Sandhar, Procurement Manager

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:

Danny Phan

Name of Contractor(s):

Consolidated Engineering Laboratories

Street Address or P.O. Box:

2001 Crow Canyon Rd, Suite 200

City, State, Zip Code:

San Ramon, CA 94583

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

Signature:

DocuSigned by:

Robert Morse

87ECFA49B001435...

Title of Authorized Official:

Senior Vice President

Date:

May-09-2024 | 12:57 PDT

*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."

Attachment IP Intellectual Property Rights

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