

**AMENDMENT 06 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
4LEAF, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 4th day of October 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and 4LEAF, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for on call project inspection and plan check services on multiple capital construction projects in the amount not to exceed \$600,000 on October 17, 2017; and

WHEREAS, the parties wish to amend the Agreement to extend the term end date through October 16, 2025, and

WHEREAS, the parties wish to amend the Agreement to increase the contract value by \$1,237,000 for a new not to exceed amount of \$4,587,000; and

WHEREAS, the parties wish to amend the Agreement to the terms in Exhibit B "Fee Schedule and Basis of Charges", and

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

1. Section 3, PAYMENTS, of the agreement is amended to read as follows:
In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth 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 FOUR MILLION FIVE HUNDRED EIGHTY-SEVEN THOUSAND DOLLARS AND NO CENTS (\$4,587,000.00). 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.

2. Section 4 TERM is added to the agreement to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be valid through October 16, 2025.

3. Delete in full “**Exhibit B** Fee Schedule & Basis of Charges (Revised 10/10/2020)” and **replace with the updated** Exhibit B Fee Schedule & Basis of Charges (rev. 10/4/2022) below.

2022 FEE SCHEDULE & BASIS OF CHARGES

All Rates are Subject to Basis of Charges

Inspection Services

Inspector of Record/Project Inspector	\$147.29/hour
Asst. Inspector of Record/Asst. Project Inspector	\$118.97/hour
Specialty Inspector (ADA, CASp, etc.)	\$169.95/hour
Public Works Inspector (Prevailing Wage Required)	\$175.62/hour
OSHPD Inspector of Record	\$165/hour
Principal-in-Charge	\$186.50/hour
Project Manager	\$169.95/hour

Plan Review Engineering Services

Plans Examiner/Plan Review Engineer	\$147.29/hour
Structural Engineer/Structural Review	\$220.94/hour
Specialty Plans Examiner (ADH, CASp, etc.)	\$169.95/hour
Geotechnical Engineer	\$283.25/hour
Civil Engineer/Civil Review	\$181.28/hour
Office Engineer	\$141.63/hour
Engineering Technician/Permit Technician	\$84.98/hour
Principal-in-Charge	\$186.50/hour
Project Manager	\$169.95/hour

Rates will be communicated with County Management at time of request and may vary based on the qualifications and experience of the personnel.

Basis of Charges: Inspection & Plan Review

- All invoicing will be submitted monthly.
- 4LEAF assumes that these rates reflect the 2022 contract period from October 1, 2022, through October 1, 2023, A 3% escalation may be requested annually to the County for approval. 4LEAF will submit a request for increase 30 days in

advance of the annual date of this Exhibit B.

- Overtime and Premium time require prior authorization.

Overtime will only be billed with prior authorization and copy of approval from responsible County personnel.

- For emergency requests made outside of normal business hours, 4LEAF will communicate the appropriate rate with County personnel at the time of request and request of written approval by responsible County personnel.
- Pre-approved Overtime and Premium hours for labor categories subject to Prevailing Wage requirements will be charged per the following **Upon Approval Only:**

<i>Overtime (over 8 hour M-F or Saturdays)</i>	<i>1.5x hourly rate</i>
<i>Overtime (over 8 hours Sun or Holidays)</i>	<i>2.0 x hourly rate</i>

County shall pay Contractor within 30 days upon receipt in County Accounting Department, of a written itemized monthly invoice identifying the Agreement number, location of work, specific work completed, and breakdown of charges.

The approved total not-to-exceed amount shall be FOUR MILLION FIVE HUNDRED EIGHTY-SEVEN THOUSAND DOLLARS AND NO CENTS (\$4,587,000.00) over the term of this agreement.

Invoices are to be submitted to:

pdu_invoices@smcgov.org

Project Development Unit


555 County Center, 2nd Floor

Redwood City, CA 94063

4. **All other terms and conditions of the agreement dated 10/17/2017, between the County and Contractor shall remain in full force and effect.**

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

For Contractor: 4LEAF, Inc.

	30-Aug-2022 15:31 PDT	Kevin Duggan
Contractor Signature	Date	Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board