



Public Works Agency
Alameda County

Daniel Woldesenbet, Ph.D., P.E., Director

399 Elmhurst Street • Hayward, CA 94544-1307 • (510) 670-5480 • www.aacgov.org/pwa

June 23, 2017

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

SUBJECT: APPROVE THE EXECUTION OF AGREEMENT WITH 4LEAF, INC.
(CONTRACT PROCUREMENT NO. 15391 FOR ON-CALL BUILDING
INSPECTION AND CONSTRUCTION MANAGEMENT SERVICES IN
SUPPORT OF THE COUNTY OF ALAMEDA

RECOMMENDATION:

Execute an Agreement (Procurement Contract No.15391) with 4LEAF, Inc. (Principal: Gene Barry; Location: Pleasanton, CA) to provide on-call Building Inspection and Construction Management services to the County of Alameda for the term beginning July 11, 2017 and extending through December 30, 2018 in the not-to exceed amount of \$500,000.

SUMMARY/DISCUSSION:

The Alameda County Public Works Agency is responsible for delivery of capital improvement projects (CIP) for the County of Alameda (County) and the Alameda County Flood Control and Water Conservation District and performs Building Inspection services for private development including plan review and permit inspection within the unincorporated areas of Alameda County.

The On-call contract is used to normalize seasonal and cyclical staffing demand in the delivery of building and construction inspection services. The Agency uses the on-call services to supplement its efforts necessary to support the services required to permit and manage projects.

The County desires to enter into a contract with 4LEAF Inc., as they have demonstrated that they possess the required expertise and experience to perform building inspection and construction management services.

SELECTION AND CRITERIA:

A qualifications-based selection method was followed to obtain a shortlist as mandated by Government Code of Sections 4525-4529.5 for selecting professional engineering firms. Prime consultants were also required to either meet the definition of a small, local, or emerging

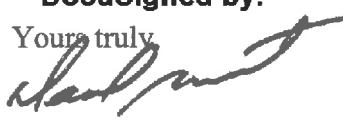
business (SLEB) or subcontract a minimum 20 percent of the estimated contract amount with a SLEB or SLEBs.

A notification letter for the Request for Proposals (RFP) was mailed on April 12, 2017 to consultants providing building inspection and construction management services in the SLEB database, and the consultant database administered by Alameda County Public Works Agency (ACPWA). The RFP was also posted the General Services Agency and the ACPWA's website. Two mandatory pre-proposal meetings were held on April 25, 2017 and April 27, 2017 and 14 consultants attended the meetings. One consultant submitted a proposal on May 18, 2017, and following an evaluation of the proposal, 4LEAF was determined to be able to deliver the services required for the County and were selected to enter into negotiations with the County. Evaluation criteria included relevant experience, qualifications, SLEB participation, and overall approach to the project.

4LEAF, Inc will sub-contract with Anchor Engineering, Pakpour Consulting Group., and Consulting Testing Services to meet the 20% SLEB requirement of the contract.

FINANCING:

There is no impact to net County cost as a result of this action. Funds of \$500,000 are included in the FY 2017-18 budget as follows: \$250,000 in Road (Fund 21200, Organization 270401, Account 610261); \$150,000 in Flood Control District (Fund 21801, Organization 270301, Account 610261); and \$100,000 in Building Inspection (Fund 10000, Organization 270200, Account 610261).

DocuSigned by:
Yours truly,

David W. Wilson, P.E.
Director of Public Works

Attachment

c: Susan Muranishi, County Administrator
Kathy Lee, Deputy County Counsel
Steve Manning, Auditor-Controller
Stephanie Chan, CAO

DW/WL:bd

Professional Services Agreement

With

4LEAF Inc.

for

**ON CALL CONSTRUCTION MANAGEMENT AND BUILDING
INSPECTION SERVICES WITH THE COUNTY OF ALAMEDA**

Contract No. 15391

County of Alameda

C - 15391

County of Alameda

AGREEMENT BETWEEN THE COUNTY OF ALAMEDA AND 4LEAF Inc.

This Agreement is made this 11th day of July, 2017, in the City of Oakland, State of California, by and between 4LEAF, Inc. 2110 Rheen Drive, Suite A, Pleasanton, CA 94588 hereinafter referred to as "Consultant" and the County of Alameda, a political subdivision of the State of California, hereinafter referred to as "County."

AGREEMENT

1. Definitions

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

Agreement	This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, Appendices "A", "B", "C", "D", and "E", attached hereto.
Consultant	4LEAF Inc
County	County of Alameda
Project	The County's project – On Call Construction Management and Building Inspection Services - as further described in Appendix "A", Scope of Services.
Services	All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, coordination and administrative services.

Subconsultants Consultant's consultants, subconsultants, contractors and subcontractors, of any tier.

2. Term of Agreement

All work comprising the Services shall be deemed performed under this Agreement. The contract period will be from July 11, 2017 through December 30, 2018.

3. Services Consultant Agrees to Perform

- 3.1 Consultant shall perform all Services described in Appendix "A", "Services to be Provided by Consultant", attached hereto and incorporated by reference as though fully set forth herein.
- 3.2 Consultant shall complete all Services required by this Agreement within the times specified in the Milestone Schedule in Appendix "A". Consultant agrees that the Milestone Schedule includes reasonable allowances for completion of the Services, including all time required for County's review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Project and the Services. Consultant shall achieve its scheduled Milestones (as shown on the Milestone Schedule) unless an excusable event causes delay (excusable delay), and unless Consultant gives written notice of the excusable event and requests a time extension within ten days of the occurrence of the excusable event. (Excusable events shall be limited to acts of neglect by County or County's agents or consultants when acting at County's direction, breaches of this Agreement by County, Acts of God such as fire, flood, earthquake, or epidemic, or delay by a construction contractor during the construction phase of the Project, or any other circumstances beyond Consultant's

reasonable control). If the period of excusable delay caused by an excusable event concurs with a Consultant-caused or other nonexcusable delay, County may (but shall not be required to) grant a time extension without compensation.

- 3.3 Consultant may recover extra costs resulting from excusable delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Consultant as a direct result of the delay and not otherwise within Consultant's scope of Services, and (iii) are documented to the County's satisfaction. (For example, and not by way of limitation, contract punch list and final inspection Services, whenever performed, and Services related to correcting deficiencies in Consultant's work, shall be within Basic Services and not entitle Consultant to extra costs or Additional Services.)
- 3.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than excusable delays, Consultant shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of critical importance in the performance of this Agreement.

4. Compensation

- 4.1 County shall pay Consultant compensation according to the Compensation Schedule established in Appendix "B", Payments to Consultant. County shall pay Consultant in monthly payments on or before the last day of each month for Services properly invoiced by the Consultant which have been properly performed as of the last day of the immediately preceding month and is due under Appendix "B".
- 4.2 County shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until County receives all deliverables required under Appendix "A" for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then County may make a partial progress payment based upon Consultant's percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon County.
- 4.3 County will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). County will make payment for questioned amount(s) upon County's receipt of any requested documentation verifying the claimed amount(s) and County's determination that the amount is due under the terms of this Agreement. County shall advise Consultant, in writing, within 15 days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of County including, without limitation, Consultant's transmittal of all deliverables to County required by Appendix "A".
- 4.4 Invoices furnished by Consultant under this Agreement must be in a form acceptable to County. All amounts paid by County to Consultant shall be subject to audit by County. Payment shall be made by County to Consultant at the address stated hereinabove.
- 4.5 County may set off against payments due Consultant under this Agreement any sums that County determines that Consultant owes to County because of Consultant's errors, omissions, breaches of this Agreement, delays or other acts which caused County monetary damages. Prior to exercising such right, County must demand and attend mediation pursuant to Section 27.3 of this Agreement, to be attended by County, Consultant, and any applicable insurance carriers; such mediation to occur within 30 days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the County's demand, then the Alameda County Superior Court may upon application by any party make such selection for the parties. If a party other than County refuses to mediate under this Section, then County shall have satisfied its obligations under this Section.

5. Maximum Costs

- 5.1 County's obligation hereunder shall not at any time exceed the amount approved by the Board of Supervisors for payment to the Consultant pursuant to the terms of this Agreement.
- 5.2 Except as may be provided by applicable law governing emergency conditions, County has not authorized its employees, officers and agents to request Consultant to perform Services or to provide materials, equipment and supplies that would result in Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the

County amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.

- 5.3 County shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

6. Qualified Personnel

- 6.1 For purposes of this Agreement, except for notices specified under Section 17 below, County shall direct all communications to Consultant through Gene Barry, 4LEAF; and Consultant shall direct all communications to County through the Deputy Director, Construction and Development Services.
- 6.2 Services under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with County's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at County's request, shall be supervised by Consultant.
- 6.3 Consultant agrees that all professional personnel assigned to the Project will be listed in its proposal, Appendix "A", attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel are not bound by personal employment contracts to Consultant. Consultant agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of County. Any costs associated with reassignment of personnel shall be borne exclusively by Consultant.
- 6.4 Consultant agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant shall not charge County for the cost of training or "bringing up to speed" replacement personnel. County may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Consultant's cost.

7. Representations

- 7.1 Consultant represents that it has reviewed Appendix "A", "Services to be Provided by Consultant", and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Appendix "B", Payments to Consultant, and within the times specified in the Milestone Schedule.
- 7.2 Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has reasonable knowledge of all applicable building codes, laws, regulations and ordinances.
- 7.3 Consultant represents that it and its subconsultants have specialized expertise in engineering services similar to those intended for the Project. Consultant agrees that the Services shall be performed in a manner that conforms to the standards of engineering practice observed by a specialist in performing services similar to the Services. Consultant agrees that for a period of one year after the completion of the Services or at the final acceptance of the construction resulting from the Services, whichever is later, it will re-perform or replace any part or all of the Services deemed by County to be defective and/or not meeting the above standard.
- 7.4 The granting of any progress payment by County, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of County or any other governmental entity, shall in no way waive or limit the obligations in this Section 7 or lessen the liability of Consultant to re-perform or replace unsatisfactory Services to the extent required by Section 7.3 above, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Indemnification and General Liability

- 8.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), Consultant shall indemnify and hold harmless the County, its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, losses, damages, injuries (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expenses, liabilities of every kind, nature and description (including, without limitation, incidental special and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise from, or are brought for, or on account of any loss of cost arising out of, pertaining to, relating to or resulting from Consultant's negligence, recklessness, or willful misconduct in connection with the performance of any work performed under this Contract by the Consultants as a design professional; provided that this duty shall not apply to injuries or damages for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence, recklessness or willful misconduct.
- 8.2 Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by County, or any of the other Indemnitees, of Articles or Services to be supplied in the performance of this Agreement.
- 8.3 [Intentionally Omitted]
- 8.4 Consultant shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in this Agreement.
- 8.5 County acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project site is outside of Consultant's expertise and is not included in the scope of Services Consultant is to perform nor included in Consultant's insurance. County shall hire an expert consultant in this field if the Project involves such materials. Consultant shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Consultant shall be responsible to coordinate with County's expert consultant as required by Appendix "A", Services to Be Provided by Consultant.

9. Liability of County

- 9.1 Except as provided in Appendix "A", Services to be Provided by Consultant, and Appendix "C", Insurance, County's obligations under this Agreement shall be limited to the payment of the compensation provided for in Sections 3, 4 and 5 of this Agreement.
- 9.2 Notwithstanding any other provision of this Agreement, in no event shall County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 9.3 County shall not be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented, or loaned to Consultant by County. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless County from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, County employees or third parties, or to property belonging to any of the above except to the extent caused by the sole negligence of willful misconduct of County.
- 9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which County may have under this Agreement or any applicable law. All rights and remedies of County, whether under this Agreement or other applicable law, shall be cumulative.

10. Independent Contractor; Payment of Taxes, and Other Expenses

- 10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Consultant performs the Services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of its Subconsultants, its employees and its agents.
- 10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between County and Consultant. Consultant acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be County employees, and shall not be entitled to receive any benefits conferred on County employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 10.3 Consultant shall be solely responsible for payment of any required taxes, including California sales and use taxes, and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.
- 10.4 Consultant shall be available as much as reasonably possible to County staff during the County's normal working hours or as otherwise requested by County. Terms in this Agreement referring to direction from County shall be construed as providing for direction as to policy and the result of Consultant's Services only and not as to the means by which such a result is obtained.
- 10.5 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities who are not parties to this Agreement.

11. Insurance

- 11.1 Prior to execution of this Contract, Consultant shall furnish to County satisfactory proof that it maintains the insurance required by this Contract as set forth in Appendix C "Insurance," which is attached and made a part of this Contract. In the event Consultant fails to maintain any required insurance, County may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due Consultant under this Contract (or Consultant shall promptly reimburse County for such expense).

12. Suspension of Services

- 12.1 County may, without cause, order Consultant to suspend, delay or interrupt ("suspend") Services pursuant to this Agreement, in whole or in part, for such periods of time as County may determine in its sole discretion. County shall deliver to Consultant written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.
- 12.2 Notwithstanding anything to the contrary contained in this Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

13. Termination of Agreement for Cause

- 13.1 If at any time County believes Consultant may not be adequately performing its obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Consultant's performance, County may request from Consultant prompt written assurances of performance and a written plan to correct the observed deficiencies in Consultant's performance. Consultant shall provide such written assurances and written plan within ten calendar days of receipt of written request. Consultant acknowledges and agrees that any failure to provide

written assurances and a written plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

- 13.2 Consultant shall be in default of this Agreement and County may, in addition to any other legal or equitable remedies available to County, terminate Consultant's right to proceed under the Agreement, for cause:

13.2.1 Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or

13.2.2 Should Consultant commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of written notice from County to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide County within the 10 day period a written plan acceptable to County to cure said breach, and then diligently commence and continue such cure according to the written plan); or

13.2.3 Should Consultant violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) days of the date of the notice from County to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide County within the 10 day period a written plan to cure said violation acceptable to County, and then diligently commence and continue performance of such cure according to the written plan.)

- 13.3 In the event of termination by County as provided herein for cause:

13.3.1 County shall compensate Consultant for the value of the Services delivered to County upon termination as determined in accordance with the Agreement, subject to all rights of offset and back charges, but County shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties;

13.3.2 Consultant shall deliver to County possession of all tangible aspects of the Services in their then condition, including but not limited to, all copies (electronic and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with the Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.

13.3.3 Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Section shall not be interpreted to diminish any right which County may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and failure to comply with the Agreement.

- 13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by Consultant.

14. Termination of Agreement for Convenience

- 14.1 County may terminate performance of the Services under the Agreement in accordance with this Section in whole, or from time to time in part, whenever County shall determine that termination is in the County's best interests. Termination shall be effected by County delivering to Consultant, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.
- 14.2 After receipt of a Notice of Termination, and except as otherwise directed by County, Consultant shall:
- 14.2.1 Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;
 - 14.2.2 Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;
 - 14.2.3 Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
 - 14.2.4 Assign to County in the manner, at times, and to the extent directed by County, all right, title, and interest of Consultant under orders and subcontracts so terminated. County shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 - 14.2.5 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of County to the extent County may require. County's approval or ratification shall be final for purposes of this clause;
 - 14.2.6 Transfer title and possession to County, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by County, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and model(s)), completed or partially completed plans, drawings, information, in whatever form (i.e., hard-copy and electronic), all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to County.
 - 14.2.7 Use its best efforts to assist County in selling, in the manner, at times, to the extent, and at a price or prices that County directs or authorizes, any property of the types referred to in Section 14.2.6, but Consultant shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at a price or prices approved by County. All proceeds from the foregoing shall be applied to reduce payments to be made by County to Consultant under this Agreement, shall otherwise be credited to the price or cost of Services covered by this Agreement or be paid in such other manner as County may direct;
 - 14.2.8 Complete performance of any part of the Services which were not terminated by the Notice of Termination; and
 - 14.2.9 Take such action as may be necessary, or as County may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which County has or may acquire an interest.
- 14.3 After receiving a Notice of Termination, Consultant shall submit to County a termination claim, in the form and with the certification County prescribes. The claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination, unless one or more extensions in writing are granted by County upon Consultant's written request made within such 3-month period or authorized extension. However, if County determines that facts justify such action, it may receive and act upon any such termination claim at any time after such 3-month period or extension. If Consultant fails to submit the termination claim within the time allowed, County may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. County shall then pay to Consultant the amount so determined.

- 14.4 Subject to provisions of Section 14.3, Consultant and County may agree upon the whole or part of the amount

or amounts to be paid to Consultant because of any termination of Services under this Section. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.

- 14.5 If Consultant and County fail, under Section 14.4, to agree on the whole amount to be paid to Consultant because of termination of Services under this Section, then Consultant's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of –

14.5.1 Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under Appendix "B", "Payments to Consultant". Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of 10 percent of Consultant's total costs of performing the Services.

14.5.2 When, in opinion of County, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable cost to be allowed will be the estimated reasonable cost of performing Services in compliance with the requirements of Agreement and excessive actual cost shall be disallowed.

14.5.3 Reasonable cost to Consultant of handling material returned to vendors, delivered to County or otherwise disposed of as directed by County.

- 14.6 Except as provided in this Agreement, in no event shall County be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense which is not reasonable or authorized under Section 14.5.

- 14.7 This section shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Section 14.2 or costs authorized by County to settle claims from Subconsultants.

- 14.8 In arriving at amount due Consultant under this Section there shall be deducted:

14.8.1 All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,

14.8.2 Any substantiated claim which County may have against Consultant in connection with this Agreement, and

14.8.3 The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Section, and not otherwise recovered by or credited to County.

- 14.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with County a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement which is not terminated. County may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of County and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit County's rights and remedies at law.

15. Conflicts of Interest/Other Agreements

- 15.1 Consultant represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.
- 15.2 Consultant represents that it has completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by County for cause. Consultant agrees to comply with all conflict of interest codes adopted by the Alameda County Flood Control and Conservation County and their reporting requirements.
- 15.3 Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the County that Consultant has no present, and will have no future, conflict of interest between providing the County the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the County. The provisions of this Section 15 shall remain fully effective indefinitely after termination of Services to the County hereunder.

16. Proprietary or Confidential Information of County; Publicity

- 16.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by County and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to County. Consultant agrees that all information disclosed by County to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the County's interests where such confidential information could be used adversely to the County's interests. Consultant agrees to notify the County immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.
- 16.2 Any publicity or press releases with respect to the Project or Services shall be under the County's sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies, or representatives of public bodies, without County's prior written consent. Consultant shall have the right, however, without County's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.
- 16.3 The provisions of this Section 16 shall remain fully effective indefinitely after termination of Services to the County hereunder.

17. Notice to the Parties

- 17.1 Notices. All notices (including requests, demands, approvals, or other communications) under this Agreement shall be in writing.
- 17.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:
- (a) When personally delivered to the recipient, notice is effective on delivery.
 - (b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.
 - (c) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.

- (d) When delivered by overnight delivery service, including Federal Express, Airborne, and United Parcel Service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
 - (e) When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a nonbusiness day.
- 17.1.2 Refused, Unclaimed or Undeliverable Notices. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.
- 17.1.3 Addresses. Addresses for the purpose of giving notice are set forth below. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this paragraph 17.

To County:
Bill Lepere
County of Alameda
951 Turner Court, Room 100
Hayward, CA 94545

To Consultant:
Gene Barry
4LEAF Inc
2110 Rheem Drive, Suite A
Pleasanton, CA 94588

- 17.1.4 Change of Recipient or Address. Either party may, by written notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

18. Ownership of Results/Work for Hire

- 18.1 Any interest (including, but not limited to, property interests and copyright interests) of Consultant or its Subconsultants, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including but not limited to, electronic media) prepared by Consultant or its Subconsultants in connection with Services to be performed under this Agreement shall become the property of and will be transmitted to County at the conclusion of this Agreement. Consultant may, however, retain one copy for its files. Notwithstanding the foregoing, in the normal course of the Consultant's activities, Consultant shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions or the information contained in them which is incidental to the overall design of the Project. County shall indemnify, hold harmless and defend Consultant against any and all claims, liabilities, losses and costs arising from County's use of Consultant's documents on work for which Consultant is not retained.
- 18.2 Any and all artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Consultant or its Subconsultants in connection with Services performed under this Agreement shall be Works for Hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of County. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not Works for Hire under U.S. law, Consultant hereby assigns all copyrights to such works to County. With the prior written approval of the County, Consultant may retain and use copies of such works for reference and

as documentation of its experience and capabilities.

19. Audit and Inspection Records

- 19.1 Consultant shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Consultant during the course of performing the Services and providing services with respect to the Project, for a period of at least five years following final completion and acceptance of the Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to County, and County's authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Consultant's personnel costs, Consultant costs, and reimbursable expenses pertaining to both Basic Services and Additional Services shall be kept on a generally recognized accounting basis, and shall be available to County, and County's authorized agents, officers, and employees, upon request at reasonable times and places. Consultant shall not destroy any Project records until after advising County and allowing County to accept and store the records.
- 19.2 Consultant agrees to maintain full and adequate records in accordance with County requirements to show actual costs incurred by Consultant in its performance of this Agreement, and to make available to County during business hours accurate ledgers, books of accounts, invoices, vouchers, cancelled checks, and accounting and other books, records and documents evidencing or relating to all expenditures and disbursements charged to County or relative to Consultant's activities under this Agreement. Consultant will furnish to County, its authorized agents, officers and employees such other evidence or information as County may request with regard to any such expenditure or disbursement charged by Consultant. Consultant will permit County, and County's authorized agents, officers, and employees, to audit, examine and make copies, excerpts and transcripts from such items, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement.
- 19.3 Consultant shall maintain all items described in Sections 19.1 and 19.2 above in an accessible location and condition for a period of not less than five years after final completion and acceptance of the Project or until after final audit has been resolved, whichever is later. If such items are not kept and maintained by Consultant within a radius of fifty (50) miles from County's offices at 399 Elmhurst Street, Hayward, California, Consultant shall, upon County's request and at Consultant's sole cost and expense, make such items available to County, and County's authorized agents, officers, and employees, for inspection at a location within said fifty (50) mile radius, or Consultant shall pay County its reasonable and necessary costs incurred in inspecting Consultant's books and records, including, but not limited to, travel, lodging and subsistence costs. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Section.
- 19.4 The rights and obligations established pursuant to this Section shall be specifically enforceable and survive termination of this Agreement.

20. Subcontracting/Assignment/ County Employees

- 20.1 Consultant and County agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by County in a written instrument executed and approved by the County in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- 20.2 Consultant shall use the Subconsultants for the scopes of work listed in Appendix A attached hereto, and shall not substitute Subconsultants unless approved by written instrument executed and approved by the County in writing.
- 20.3 To the extent Consultant is permitted by County in writing to subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder, Consultant shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code Section §3321. Consultant shall

remain fully liable and responsible for all acts and omissions of its Subconsultants in connection with the Services or the Project, as if it engaged in the acts and omissions directly.

- 20.4 Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by County or any department thereof at any time that this Agreement is in effect, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of County.

21. [Intentionally Omitted]

22. Drug-Free Workplace Policy

- 22.1 Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on a County facility or work site. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents, or assigns shall be deemed a material breach of this Agreement.
- 22.2 If Consultant or any employee of Consultant is convicted of a criminal drug statute violation occurring at a County facility or work site, the Consultant within five days thereafter shall notify the head of the County department/agency for which the contract services are performed.

23. Compliance with Americans with Disabilities Act

- 23.1 Consultant acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state, and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement, and

further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement.

24. Debarment and Suspension Certification (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

24.1 (a) By signing this agreement and Appendix D, Debarment and Suspension Certification, Consultant/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35, and Executive Order 12549.

(b) By signing this agreement, Consultant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

25. Small, Local, and Emerging Business (SLEB) Participation

Consultant shall subcontract with Anchor Engineering Inc. (Address, 3685 Mt. Diablo Blvd., Suite 345, Lafayette, CA 94549, *Principal*, Brian Danley), and Pakpour Consulting Group. (Address, 5776 Stoneridge Mall Road, Suite 320, Pleasanton, CA 94588, *Principal*, Joubin Pakpour), for services to be provided under this Agreement in an amount totaling of at least twenty percent (20%) of the contract value of this Agreement in accordance with COUNTY's Small and Emerging Locally owned Business provision, which includes but is not limited to:

- a. SLEB subconsultant(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- b. As is applicable, Consultant shall ensure that the certification status of participating SLEB subconsultants is maintained in compliance with the SLEB Program for the term of this contract.
- c. Consultant shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Consultant will not be able to substitute the subconsultant without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- d. All SLEB participation, except for SLEB prime Consultant, must be tracked and monitored utilizing the Elation compliance System. Consultant and Consultant's small and/or emerging local businesses participating as subconsultants on the awarded contract are required to use the Elation web-based compliance system as described in Addendum E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Consultants to the certified small and/or emerging local businesses. It is the Consultant's responsibility to ensure that they and their subconsultants are registered and trained as required to utilize the Elation compliance system. SLEB prime Consultant with SLEB subconsultants must enter payments made to subconsultants in the Elation System and ensure that SLEB subconsultants confirm payments received.

County will be under no obligation to pay Consultant for the percent committed to a SLEB subconsultant if the work is not performed by the listed small and/or emerging local business.

26. First Source Program

- 26.1 For contracts over \$100,000, Consultant shall provide COUNTY ten (10) working days to refer to Consultant, potential candidates to be considered by Consultant to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the COUNTY that Consultant has available during the contract term before advertising to the general public.

27. Disputes

- 27.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the County Engineer or his designee, and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral may be initiated by written request from either party, and a meeting between the County representative and principal of the Consultant shall then take place within five days of the request.
- 27.2 Provided that County continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute and Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement, including but not limited to, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, County may terminate this Agreement for cause as provided herein.
- 27.3 In the event of claims exceeding \$50,000, as a precondition to litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified construction mediators. The parties may agree to engage in discovery prior to mediation, but if they do, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, et. seq. and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

28. Agreement Made in California; Venue

- 28.1 This Agreement shall be deemed to have been executed in the City of Oakland, Alameda County. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in the Alameda County Flood Control and Conservation County. Consultant waives CCP §394.
- 28.2 The parties shall execute one original and three copies of this Agreement.

29. Compliance with Laws

- 29.1 Consultant represents that it will comply with all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over the Project, and will provide all information, work histories, and/or verifications as requested by such authorities for security clearances or compliance.
- 29.2 Consultant further represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations, consistent with the standard of care in this Agreement.

30. Construction

- 30.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement. Each signatory to this Agreement for Consultant shall have joint and several responsibility and liability to perform the terms of this Agreement.

31. Miscellaneous

- 31.1 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by County of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This section shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall be as defined by law. However, the applicable statutes of repose, California Code of Civil Procedure Sections §§ 337.1 and 337.15, shall continue to apply.
- 31.2 Any provisions or portion thereof of this Agreement, which is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law.
- 31.3 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- 31.4 If a death, serious personal injury or substantial property damage occurs in connection with Consultant's performance of this Agreement, Consultant shall immediately notify the Alameda County Risk Manager's Office by telephone. Consultant shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Consultant's sub-Consultant; if any; (3) name and address of Consultant's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- 31.5 Consultant further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

32. Entire Agreement; Modifications of Agreement

- 32.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations, or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- 32.2 Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require its Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.
- 32.3 Consultant and its Subconsultants shall, upon request by County, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.

- 32.4 Changes in the Services made pursuant to this Section and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- 32.5 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both County and Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 32.6 Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of County. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to County, unless otherwise indicated by the context.

33. Labor Code Requirements

- 33.1 The Consultant shall adhere to all appropriate provisions of the California Labor Code in particular with Division 2, Part 7, Chapter 1, Articles 1-3. Any approvals, by the County, will not relieve the Consultant from the observation and/or adherence to the provisions of the California Labor Code.
- 33.2 The Consultant and any subcontractor shall pay not less than the specified general prevailing rates of wages to all workers employed in the execution of the contract. General Prevailing rates of per diem wages shall be those general wage determinations made by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract.
- 33.3 Copies of the prevailing rate of per diem wages are on file with the Contract Compliance Officer, County of Alameda, 951 Turner Court, Room 100, Hayward, CA 94545.
- 33.4 The Consultant shall post, on the job site, a copy of the prevailing rates of per diem wages as determined by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker needed to execute the contract.
- 33.5 Premium pay for Saturdays, Sundays, holidays and overtime shall be as determined by the Director of the Department of Industrial Relations, State of California for each craft, classification or type of worker required in the execution of the contract. Holidays for which the general prevailing hourly wage rate for holiday work shall be paid, shall be all holidays recognized in the collective bargaining agreement on file with the Director of the Department of Industrial Relations, State of California, applicable to the particular craft, classification, or type of worker employed on the project.
- 33.6 Health and welfare, pension, vacation/holiday, apprenticeship or other training programs and any other employer payments required in the execution of the contract shall be as determined by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract.
- 33.7 Hours of work per day or week shall be as determined by the director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract. Eight hours labor constitutes a legal day's work.

- 33.8 Pursuant to Section 1773.8 of the Labor Code, travel and subsistence payments shall be made to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Director of the Department of Industrial Relations, State of California.
- 33.9 The Consultant, or any subcontractor, shall comply with all provisions of Section 1777.5 of the Labor Code pertaining to the employment of apprentices on public works projects. The responsibility for compliance with all the provisions of said Section 1777.5 for apprenticeable occupations is vested with the Consultant. In the event the Consultant willfully fails to comply with Section 1777.5, said Consultant shall be denied the right to bid on any public works contract for a period of up to one year for the first violation and up to three years for the second or subsequent violation with the period running from the date the determination of non-compliance is made. The interpretation and enforcement of Section 1777.5 shall be in accordance with rules and procedures prescribed by the California Apprenticeship Council.
- 33.10 The Consultant shall comply with the Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Consultant shall forfeit, as a penalty, not more than Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations, State of California, for such work or craft in which such worker is employed for any work done under the contract by the Consultant, or by any subcontractor, in violation of the provisions of the Labor Code, and, in particular, Labor Code Sections 1770 to 1780 inclusive. In addition to said penalty, and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the stipulated prevailing wage rate, shall be paid to each worker by the Consultant.
- 33.11 Eight hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of the contract by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and, in particular, Sections 1810 to 1814 thereof, inclusive, except that work performed by employees of the Consultant in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one-and-one-half (1-1/2) times the basic rate of pay, as provided in Section 1815 of the Labor Code.
- 33.12 In accordance with Section 1776 of the Labor Code:
- 33.12.1 The Consultant and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, ethnic code, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by said Consultant or subcontractor in connection with the work.
- 33.12.2 The payroll records enumerated in Section 33.12.1 shall be certified, and shall be available for inspection at all reasonable hours at the principal office of the Consultant on the following basis:
- 33.12.2.1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- 33.12.2.2 A certified copy of all payroll records enumerated in Section 33.12.1 shall be forwarded weekly to the Contract Compliance Officer via the Inspector at 951 Turner Court, Hayward, CA 94545, and shall be made available for inspection or furnished upon request to a representative of the County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations, State of California.
- 33.12.2.3 A certified copy of all payroll records enumerated in Section 33.12.1 shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Consultant.

- 33.12.3 The Consultant shall file a certified copy of the records enumerated in Section 33.12.1 with the entity that requested such records within ten (10) days after receipt of a written request.
- 33.12.4 Any copy of records made available for inspection as copies and furnished upon request to the public or to any public agency by the County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner so as to prevent disclosure of an individual's name, address and social security number. The name and address of the Consultant awarded the contract or performing the contract shall not be marked or obliterated.
- 33.12.5 The Consultant shall inform the County of the location of the records enumerated under Section 33.12.1 including the street address, city and County, and shall, within five (5) working days, provide a notice of any change of location and/or address.
- 33.12.6 In the event of noncompliance with the requirements of said Section 1776 of the Labor Code, the Consultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects such Consultant must comply with said Section. Should noncompliance still be evident after such ten-day period, the Consultant shall, as a penalty, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- 33.12.7 The responsibility for compliance with Section 1776 of the Labor Code shall be a responsibility of the Consultant.
- 33.13 A certified copy of all payroll records enumerated in the above Section 33.12 shall be sent weekly to the Contract Compliance Officer via the Inspector at 951 Turner Court, Hayward, CA 94545.
 - 33.13.1 Certified weekly payrolls shall show the wages and benefits paid to each employee, the employee's job classification, sex and ethnic code. Payrolls will be submitted by the Consultant and each subcontractor via the Consultant.
 - 33.13.2 This provision applies to all classifications, including truckers.
- 33.14 Requests for information relating to labor compliance records, including certified payroll records enumerated in Section 33.12, shall be made through the Contract Compliance Officer at 951 Turner Court, Room 100, Hayward, CA 94545.
- 33.15 Failure to file certified copies of the records enumerated in Section 33.12.1 with County representatives may result in conditioning amounts of any progress payment due.
- 33.16 The Consultant assures that he/she/it will comply with the Americans with Disabilities Act (ADA) and Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.
 - 33.16.1 The Consultant shall, in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - 33.16.2 Consultant shall, if requested to so do by the County, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - 33.16.3 If requested to do so by the County, Consultant shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

- 33.16.4 Consultant shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
- 33.16.5 Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- 33.16.6 The Consultant shall include the provisions set forth in Sections 33.16.1 through 33.16.5 in each of its subcontracts.
- 33.16.7 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS POLICY FORM: The Consultant must post the Equal Employment Opportunity Practices Provisions Policy in a conspicuous place at each construction site. A sample form shall be provided.
- 33.17 Non-compliance with the provisions of the Equal Employment Opportunity Practices policy is subject to the provisions outlined below.
 - 33.17.1 If County finds that the Consultant has violated the Equal Employment Opportunity Practices Provisions policy, the Director of Public Works (or designee) shall hold a meeting with the Consultant for the purpose of determining whether the Consultant is out of compliance. If after the meeting the Consultant is found to be still out of compliance, the Consultant will be notified of a public hearing. The public hearing will be held before the Board of Supervisors with a minimum five calendar-day notice to the Consultant. If the Board of Supervisors finds that there has been a violation, the County will notify the Consultant in writing of the sanctions to be imposed.
 - 33.17.2 In addition, the County shall deem a finding by the Fair Employment Practice Commission that there was willful violation of the California Fair Employment Act also to be a violation by the Consultant of the Equal Employment Opportunity Practices Provisions requirements of the contract, and such violation shall be subject to the sanctions provided herein.
- 33.18 A finding at the public hearing that there has been violation of the Equal Employment Opportunity Practices Provisions requirements of the contract shall be cause for the Board of Supervisors to impose any or all of the following sanctions:
 - 33.18.1 Withhold an additional ten percent (10%) of all further contract progress payments until the Consultant provides evidence satisfactory to the Board of Supervisors that the condition of non-compliance has been corrected.
 - 33.18.2 Suspend the contract until such time as the Consultant provides evidence satisfactory to the Board of Supervisors that the condition of non-compliance has been corrected.
 - 33.18.3 Terminate the contract and collect appropriate damages from the Consultant.
 - 33.18.4 Declare that the Consultant is a non-responsible bidder, and is ineligible to make bids on future County contracts for a stated period of time or until the Consultant can demonstrate to the satisfaction of the Board of Supervisors that the violation has been corrected.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below their respective authorized signatures.

"County"

County of Alameda

By: _____

PRESIDENT

BOARD OF SUPERVISORS

Wilma Chan

Date: _____

7/21/17

"Consultant"

4LEAF Inc

By: _____

Gene Barry, Vice President

Date: _____

6/20/17

Approved as to form:

Donna R. Ziegler, County Counsel

[Signature]

Kathy Lee, Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

APPENDIX A

SERVICES TO BE PROVIDED BY CONSULTANT

1. This is an appendix attached to, and made a part of the Agreement dated July 11 2017, between the Alameda County ("County") and 4LEAF, Inc. ("Consultant"), providing for professional services.

1.1 The County's Proposed Project – On call Construction Management and Building Inspection Services

1.2 Consultant Team

Consultant's team consists of

4LEAF Inc. (Prime)
Gene Barry, P.E.
2110 Rheem Drive
Pleasanton, CA 94588

Anchor Engineering
Brian Danley.
3685 Mt. Diablo Blvd, Suite 345
Lafayette, CA 94549

Pakpour Consulting Group
Joubin Pakpour
5776 Stoneridge Mall Road, Suite 320
Pleasanton, CA 94588

Construction Testing Services
Tom Wipfli, Project Manager
2118 Rheem Drive
Pleasanton, CA 94588

Consultant shall provide Construction Management and Building Inspection services, and is the prime consultant, with the other consultants serving as subconsultants.

2.1 General Criteria Governing Consultant's Service

- 2.1.1 The Services shall be provided to meet all applicable and the most current codes, laws, regulations, and professional standards. Certain exceptions are possible, but only when the County grants a written exemption to a specific standard or regulation.
- 2.1.2 Unless otherwise permitted in writing by County, Consultant shall not specify or recommend unique, innovative, proprietary or sole source equipment, systems or

- 2.1.2 Unless otherwise permitted in writing by County, Consultant shall not specify or recommend unique, innovative, proprietary or sole source equipment, systems or materials. In the event Consultant requests to specify or recommend a proprietary or sole source design or equipment, Consultant shall provide County with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. County will consider such evaluation in making its decision.
- 2.1.3 Prior to notice to begin providing construction management and building inspection services on a particular project, Consultant shall provide a scope of services and estimated hours and cost to provide construction management and building inspection services for said project including schedule for completion. Proposal must be approved by County before notice to proceed on the particular project is to begin.

2.2 General Scope of Consultant's Services

2.2.1 Services to be provided during a particular project.

Construction Management Services (resident engineering, inspection, and materials testing) for Individual Projects

The scope of the services for each project assignment may include, but will not necessarily be limited to the following tasks. The County of Alameda, through its Public Works Agency ("ACPWA") may request the Consultant to:

Preconstruction Phase:

- Assist the ACPWA in reviewing bids as requested.
- Confer with the ACPWA to determine inspection standards that will be applied during construction.
- Review contract plans and specifications for constructability, and make recommendations for necessary or desirable changes.
- Participate in pre-construction meetings and take and distribute accurate and complete minutes.

Construction Phase:

- Review the contractor's schedule for conformance to the specifications, logic, tasks definition and duration, critical activities, float, submittal review, material procurement, and coordination with other contracts. Review monthly updates including schedule, variance reports, cash flow reports, and material status reports. Attend meetings with the contractor to resolve disputes. Identify the potential for future conflicts, or change orders or claims.

- Review the contractor's procurement schedule and prepare written responses.
- Review, analyze, and respond to all requests for information, change order, and/or extensions of contract time.
- Submit recommendations on construction issues which include considerations of time and budget impacts, possible compensable delays, and possible mitigations.
- Review the contractor's staffing and equipment, and submit written report and recommendations.
- Maintain a daily log of all construction activities, contractors, subcontractors, including visits, meetings, progress, manpower, equipment, weather, delays, and material deliveries.
- Conduct regular meetings with the contractor. Prepare and distribute meeting minutes.
- Coordinate with all necessary regulatory agencies and municipalities involved with the project.
- Maintain a claim file for any issue that may result in ACPWA claim for additional time or costs. The Consultant shall immediately notify the County of all such claims or potential claims. The claim file shall include all correspondence and meeting minutes, and shall include "what if" scenarios, schedule analysis, and recommendations for resolution.
- Maintain a photographic and high definition video record of the site and construction progress.
- Provide estimating services for verifying contractor's requests for extra work, change orders and claims.
- Maintain an independent schedule in order to verify the feasibility of the contractor's schedule.
- Assist the County in resolution of construction conflicts arising from design conflicts, clarifications, or issues, contract coordination, site changes, etc.
- Document and resolve unanticipated field conditions, disputes, and claims in accordance with our Specifications and any applicable laws.
- Assist the ACPWA in analyzing value-engineering proposals submitted during construction.
- Prepare change orders and all associated supporting documentation, including analysis of schedule and budget impacts, and submit with recommendations to the County.
- Assist the ACPWA in processing submittals, test reports, RFIs and other documents for transmittal to the contractor, and maintain records for construction contract.

- Prepare and maintain a master log of contractor's submittals, RFIs and change order requests.
- Monitor and verify the contractor's preparation of record drawings.
- Assist the ACPWA to review and process contractor's monthly progress payments.
- Conduct final inspections and reports on the results. Make recommendations for resolution of disputed items. Assist the ACPWA in the preparation of the final punch list. Review and process Project Close-out documents.
- Perform project close-out including completion and signoff of record drawings.
- Comply with documentation format as required by the County.
- Provide document control services for any revisions to drawings and specifications.
- Provide inspection services necessary to monitor and inspect the methods, workmanship, and materials used by the contractor to assure compliance with the ACPWA's contract documents and all applicable codes, building permit conditions. The ACPWA reserves the right to perform some or all of the inspection.
- Perform materials testing services, of the type set forth in the Request for Proposals and in Consultant's proposal.
- Provide all necessary testing equipment, tools, materials, safety equipment, and cell phones needed for each of the personnel assigned to perform the assigned tests and inspections.

Building Inspection Services (inspection and materials testing) for Individual Permitted Projects

The scope of the services for each project assignment may include, but will not necessarily be limited to the following tasks. The ACPWA may request Consultant to:

Permit Issuance Phase:

- Assist the ACPWA in reviewing permits as requested.
- Confer with the ACPWA to determine inspection standards that will be applied during construction.
- Review plans and specifications for constructability, and make recommendations for necessary or desirable changes.

Inspection Phase:

- Inspects all types of building construction, including commercial, high rise apartments, condominiums, and subdivision tracts for conformity to the Alameda County Building, Electrical, Plumbing, and Mechanical Codes, the Zoning Ordinance, the California Energy Conservation Regulations, and the Alameda County Housing Code. The more varied and complicated construction that Consultant may examine includes:
 - a. Structural framing of heavy timber, concrete, masonry, and steel.
 - b. Retaining walls or foundations with multiple rebar curtains or mats.
 - c. Electrical installations using conduit or wireways.
 - d. Three phase electrical installations or installations where the voltage to ground is in excess of 600 volts.
 - e. Electrical services over 400 amp capacity.
 - f. Heating, ventilation, and air conditioning systems using motors of five horsepower and greater.
 - g. Absorption air conditioning systems and machinery or mechanical equipment rooms.
 - h. Steam and hot water boilers.
 - i. Public or quasi-public swimming pools.
 - j. Gas distribution systems conveying natural gas or LPG at medium or high pressure.
 - k. Drains, waste, and vents for buildings over three stories in height.
 - l. Fire sprinkler systems.
 - m. Commercial cooking equipment, hoods, grease interceptors, and freezers per the California Restaurant Act.
 - n. Installations such as paint spray booths or service stations involving hazardous locations.
 - o. Health care facilities.
 - p. Places of assembly with occupant loads over 100.
- Reviews and approves building materials and equipment for compliance with the Alameda County Building Codes.
- Consults with Senior Inspectors of other jurisdictions regarding code interpretations and problems of inspections.
- Receives plans, checks for compliance with codes, and approves plans or indicates required corrections.

2.3 Coordination of Services with County Staff

- 2.3.1 Consultant shall fully coordinate its Services with the services of all Construction Management and Building Inspection and subconsultants involved in completing a particular project.
- 2.3.2 Consultant shall provide appropriate safety training for Consultant's personnel. Consultant shall review and train Consultant's personnel in appropriate safety procedures for work in the particular project area. Consultant shall require all personnel under Consultant's direction to wear safety equipment such as orange vests and appropriate shoes, ear, and eye protection whenever these precautions are required by OSHA safety standards. Consultant shall provide all safety equipment for Consultant's personnel.

2.4 Deliverables Required Under this Agreement

Required deliverables are discussed in Section 2.2 above, and in Consultant's proposed scope of work annexed as Addendum A-1. Each deliverable shall be reviewed with representatives of the County. The County shall make a reasonable determination of the acceptability of the deliverables. Consultant shall promptly correct deficiencies that County reasonably identifies in the deliverables and shall promptly make modifications to conform with requirements and modifications to achieve acceptability of deliverables to County, and the cost thereof is included in the fee for Basic Services. (If Consultant should disagree with County's determination, Consultant shall make the changes requested by County under a reservation of rights to request additional compensation and shall submit separate supporting documentation for the additional charge.)

END OF APPENDIX A

ADDENDIX B

PAYMENTS TO CONSULTANT

This is an appendix attached to, and made a part of the Agreement dated July 11, 2017, between the Alameda County ("County") and 4LEAF Inc. ("Consultant"), providing for professional geotechnical engineering services.

1. Amount of Compensation for Services of Consultant

- 1.1 The amount of compensation to be paid to Consultant for all services under this Agreement shall not exceed Five Hundred Thousand Dollars (\$500,000) referred to hereafter as the Not To Exceed Amount ("NTE"). Total compensation due Consultant shall be the actual amount invoiced based upon the Consultant's hourly billing, which may be less than the NTE amount. Reimbursable Expenses are included in the NTE. The NTE also includes within its scope the scope of all subconsultants and their reimbursables, and shall constitute full compensation for the Services.
- 1.2 "Reimbursable Expenses" means job related expenses directly incurred by Consultant in the performance of services provided under the Agreement. Reimbursable expenses include mail and overnight delivery services, reproduction of reports, drawings, specifications, photographs, and similar. Normal travel expenses to and from the site are included in the base contract and are not considered Reimbursable expenses. Out-of-State travel in connection with the project shall be approved in advance by County. The hourly rates included in the bid proposal are attached as Addendum "B-1"

2. Monthly Billing Breakdown

- 2.1 County shall make monthly payments to Consultant in accordance with approved Monthly Billing Breakdown, which shall be submitted by Consultant for County's approval prior to the first monthly invoice. The "Monthly Billing Breakdown" shall itemize separate categories for each consultant, each phase of work, along with the billing period defining the time line and cost for each category.

3. Methods of Payment to Consultant

- 3.1 For Basic Services on the Services provided. Consultant shall submit monthly invoices in accordance with the approved "Monthly Billing Breakdown" specifying the percentage complete for each billing category and itemized reimbursable expenses supported by invoices and appropriate backup documentation. Each invoice shall report on Consultant's total billings.

4. Definitions

- 4.1 The Billing Rates used as a basis for payment apply to all of Consultant's and Subconsultants' principals, professional personnel and others engaged directly on the Services provided, and are set forth in the Addendum B-1. Any future adjustments to the

xxx fee schedule is subject to negotiation for approval by the County. In any case, the maximum adjustment shall not exceed 3%.

END OF APPENDIX B



Fee Schedule Calendar Year 2017

Alameda County Building Inspection and Construction Management Services

NATURE OF BUILDING SERVICES	COST STRUCTURE
Plan Review & CASp Services	<ul style="list-style-type: none"> • Plan Review Percentage: 65% of AC Plan Review Fee • CASp Inspection and/or Review: \$152.50/hour • Fire Review: \$150/hour <p>*Fee includes initial review and two (2) rechecks.</p>

Building Department Staff Augmentation Services

Interim Chief Building Official	\$135/hour
Structural Plan Review (Structural Engineer)	\$125/hour
Structural Plan Reviewer (Professional Engineer)	\$120/hour
Certified Plan Reviewer (Bldg/Fire Review)	\$95/hour
Senior Building Inspector	\$105/hour
Commercial Building Inspector	\$95/hour
Code Enforcement Officer	\$92.50/hour
Certified Building Inspector	\$77.50/hour
Certified Building Inspector II	\$82.50/hour
Permit Technician	\$62.50/hour
OSHDP Inspector	\$135/hour
CASp Consultation and Inspection	\$152.50/hour
Hourly overtime charge per inspector	1.35 x hourly rate

*Rates will be communicated with Alameda County's Designated Project Manager at time of request.
Rates will vary based on the qualifications and experience of the personnel.

Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing when applicable.

(Continued on Next Page)

**Construction Management and Public Works Inspection Services****Project Management Services***

Principal-in-Charge	\$185 per hour
Project Manager	\$150 per hour

Construction Management / Inspection Services*

Construction Manager	\$147 per hour
Public Works Inspector (Regular Time)	\$ 144 per hour
Public Works Inspector (Overtime)	\$ 195 per hour
Public Works Inspector Apprentice	\$ 89.04 - \$138.04 per hour

Engineering Services*

Structural Engineer	\$ 195 per hour
Geotechnical Engineer	\$ 195 per hour
Senior Engineer	\$ 160 per hour
Office Engineer	\$ 137 per hour

****All Fees Subject to Basis of Charges. Rates shown are for Calendar Year 2017 and are subject to an Annual Escalation of 5% starting on January 2018.***

BASIS OF CHARGES

- A. Rates shown for Public Works Inspectors assume project assignments under this contract will require compliance with California Prevailing Wage rate requirements, and assumes the County will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for projects.
- 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 August 2016.
- C. Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the County to the CA DIR for Public Works projects, 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 August 2016 were used to determine the range of Calendar Year 2017 hourly rates for Public Works Inspector Apprentice.
- D. All invoicing will be submitted monthly.
- E. Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- 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 1 st 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. All billable expenses will be charged at cost plus 20%.
- 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.

ANCHORCM

A California Public Works Construction Representative

2016 Rate Table

Principal

Forensic Engineer/Expert Witness	\$	296.00
Principal Consultant	\$	270.00
Principal-in-Charge (Project Manager)	\$	227.00

Engineer/Manager

Project Principal Engineer/CM	\$	216.00
Senior Engineer/CM	\$	193.00
Associate Engineer/CM	\$	175.00
Staff Engineer/CM Level 4 (PE or equivalent)	\$	155.00
Staff Engineer/CM Level 3 (PE or equivalent)	\$	140.00
Staff Engineer/CM Level 2 (EIT or equivalent)	\$	131.00
Staff Engineer/CM Level 1 (EIT or equivalent)	\$	109.00
Junior Engineer/Intern	\$	95.00

Engineering Technician

Senior Engineering Technician	\$	138.00
Mid Engineering Technician	\$	108.00
Engineering Technician	\$	85.00

Inspector

Contract Representative / Lead Inspector	\$	143.00
Prevailing Wage Building/Construction Inspector	\$	133.00
Prevailing Wage Soils/AC Inspector	\$	133.00

Surveying, Office

Professional Surveyor Boundary	\$	185.00
Professional Surveyor Non-Boundary	\$	163.00
Survey Technician	\$	136.00

Surveying, Field

2 Person Crew	\$	301.00
3 Person Crew	\$	370.00

Project Administrative Staff

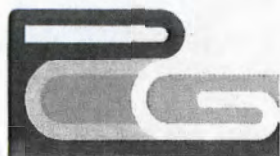
Senior Contract Administrator	\$	110.00
Bookkeeper	\$	110.00
Contract Administrator	\$	88.00
Contract Administration Assistant	\$	65.00

Footnotes

1. In accordance with FAR accounting requirements, field vehicles are billed @ \$1,500/month; cell phones billed @ \$65/mo, & mobile broadband service is billed @ \$65/mo
2. ODCs are billed separately @ cost plus 10%
3. Four and eight hour minimums apply for cancellations, tasks requiring travel, and legal appearances.

Construction and Project Management • Inspection • Staff Augmentation

3685 Mt. Diablo Blvd, Suite 345 Lafayette, CA 94549 • P (925) 385-0950 • F (925) 385-0424 • www.anchorcm.com



Pakpour Consulting Group, Inc.

**Pakpour Consulting Group
Standard Billing Rate
January 1, 2017 through
December 31, 2017**

Principal Engineer / Project Manager	\$190 per hour
Senior Plan Check Engineer	\$165 per hour
Plan Check Engineer II	\$145 per hour
Plan Check Engineer I	\$130 per hour
Project Inspector	\$135 per hour
Engineering Technician	\$100 per hour
Administrative Assistant	\$70 per hour
Sub-Consultant Mark Up	10%

A 5% direct labor multiplier will be applied in lieu of charging direct expenses such as mileage, copies, plots, postage, shipping, telephone and cell phone charges.

A 1.3 multiplier will be applied to the hourly rate of Project Inspectors working more than 8 hours per day and / or 40 hours per week.





2017 FEE SCHEDULE - P12722 6/1/17
PERSONNEL FEES AND BASIS OF CHARGES
INSPECTIONS, ENGINEERING & SPECIAL SERVICES

	Standard Rate/Hour	Discounted Rate/Hour
* FIELD INSPECTION AND LABORATORY SERVICE		
Steel	\$495.00	\$110.00
Nondestructive - UT, MT, PT	\$300.00	\$110.00
Steel Visual/UT Combination	\$300.00	\$110.00
Concrete ACI	\$495.00	\$110.00
Concrete ICC	\$495.00	\$110.00
Masonry	\$495.00	\$110.00
Fireproofing	\$495.00	\$110.00
Soil Technician w/Nuclear Gauge and/or Sand Cone (portal-to-portal)	\$495.00	\$125.00
Roofing & Waterproofing	\$195.00	
Multi-Disciplined Inspector	\$185.00	
Inspector Requiring G1 Pay Grade	\$225.00	
Specialty Inspector or Where Formal Certification is Required	\$195.00	
Field Inspector with Special Enhancement	\$195.00	
Laboratory Technician	\$195.00	
Technician Typist	\$195.00	
**PROFESSIONAL ENGINEERING SERVICES		
Principal Engineer (Civil/Structural)	\$320.00	
Geotechnical Engineer	\$270.00	
Consulting Engineer (Civil/Structural)	\$245.00	
Associate Engineer, Licensed	\$220.00	
Project Manager	\$195.00	
Staff Engineer	\$195.00	
Field Supervision	\$170.00	
ASNT Level III	\$185.00	
Drafting	\$135.00	
Quality Control Manager	QOR	
SPECIAL SERVICES		
Portable and Mobile Laboratories, NDT and Soils	QOR	
* Epoxy Bolt/Expansion Anchor - Installation Observation	\$495.00	\$110.00
* Epoxy Bolt/Expansion Anchor Proof Load Testing (portal-to-portal)	\$495.00	\$110.00
* Coring, 1 Person (including equipment) (portal-to-portal)	\$180.00	
* Coring, 2 Persons (including equipment) (portal-to-portal)	\$230.00	
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 (portal-to-portal)	\$260.00	
Floor Flatness Testing FF/FL - Equipment Fee \$110/Day (portal-to-portal)	\$260.00	
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - \$50/Kit (portal-to-portal)	\$260.00	ASTM F1869
Relative Humidity Testing - \$70/Kit (portal-to-portal)	\$260.00	ASTM F2170
Ferroskan - Equipment Fee \$110/day (portal-to-portal)	\$260.00	
GPR - Equipment Fee \$110/day (portal-to-portal)	\$305.00	
Administration, Secretarial, Special Projects, Notary, Certified Payroll	\$145.00	
Concrete/GROUT/Mortar Mix Design Review (less than 48 hours notice - \$500)	\$310.00	
Welding Procedure Review (less than 48 hours notice - \$500)	\$310.00	
Welder Qualification Test	\$210.00	
DSA Interim Reports	\$160.00	
Geotechnical Pad Letter (less than 48 hours notice - \$500)	\$310.00	
Final Letter (less than 48 hours notice - \$500)	\$310.00	
EXPERT WITNESS TESTIMONY		
Court appearance, per day	\$2,000.00	
Court appearance, per half day	\$1,000.00	

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

**Professional engineering services and laboratory technician services will be billed at actual time.



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	\$27.50/each
Facsimile Charges. Plus \$1.00/page (n/c for cover page)	\$5.50 minimum
Wireless Router/Data Card for Jobsite Internet	\$110.00/day
Parking Fees	At Cost
Air Travel	Cost Plus 5%
Outside Services	Cost Plus 20%
Subsistence (per union contract)	\$120.00/day
Mileage	Standard Federal Rate
Sample Pickup	\$20.00/each
Weekend Sample Pickup	\$85.00/hour
Project Administration	6% of Monthly Invoice
Samples Made by Others: Concrete Cylinders	\$110 + Test
Samples Made by Others: All Other Tests	\$45 + Test
Laboratory Sample Witness Fee	\$110.00
EZ Cure Boxes (Thermostatically Controlled Curing Boxes)	QOR
Returned Check Fee	\$110.00

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

For the waiver of subrogation if required by client, a 2% CTS administrative fee will be added to all gross billings/revenue in addition to the 3% fee from State Fund. 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

CONCRETE

		Standard Rate/Each
Compressive Strength of Cylindrical Concrete Specimens (6x12)	ASTM C39	\$66.00
Compressive Strength of Cylindrical Concrete Specimens (4x8)	ASTM C39	\$66.00
Compressive Strength of Cylindrical Concrete Specimens (Over 8000 PSI)	ASTM C39	\$117.00
Cylinder molds. 6" x 12" and 4" x 8"	ASTM C470	\$55.00
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	\$77.00
Obtaining and Testing Sawed Beams and Drilled Cores of Concrete (Cores)	ASTM C42	\$99.00
Flexural Toughness of Fiber Reinforced Concrete (Round Panel)	ASTM C1550	\$363.00
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	\$253.00
Flex Beams per Caltrans Test Methods	CT523 and CT524	\$253.00
Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage, 1 Sample)	ASTM C157	\$121.00
Shotcrete Nozzleman Qualification Letter (Per Nozzleman, Per Position)	ACI 506, ASTM C42 and C1140	\$363.00
Shotcrete Pre-Qualification Cores (Compression and Visual)	ACI 506, ASTM C42 and C1140	\$88.00
Shotcrete Production Cores	ASTM C1140	\$88.00
Coefficient of Thermal Expansion	AASHTO T336	\$440.00
Determining Density of Structural Lightweight Concrete (Cylinders)	ASTM C567	\$330.00
Standard Specification for Concrete Made by Volumetric Batching and Mixing	ASTM C685	\$798.00
Cement Quality Sampling	CBC 2010	\$550.00
Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	ASTM C472	\$44.00
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	\$209.00
Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	ASTM C469	\$177.00
Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room	CBC	\$121.00
Density of Hydraulic Cement	ASTM C188	\$160.00
Testing of Controlled Low Strength Material (CLSM) Test Cylinders	ASTM D4832	\$121.00
GFRC Pull Test	PCI	\$308.00
GFRC Flexural Test	PCI	\$308.00
Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)	ASTM C796	\$423.00

MASONRY

Compressive Testing of Grout (Masonry)	ASTM C1019	\$99.00
Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens	ASTM C109	\$99.00
Compressive Strength of Masonry Prisms	ASTM C1314	\$149.00
Testing Concrete Masonry Units and Related Units (Core Compression)	CBC 2105A.4	\$149.00
Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)	ASTM C780 A7.6	\$99.00
Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)	ASTM C140	\$149.00
Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)	ASTM C426	\$220.00
Masonry Core Shear Testing	CBC 2105A.4	\$220.00
Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)	ASTM C140	\$275.00
Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence)*	ASTM C67	\$825.00
Mortar Molds. 2" x 4". Single Use		\$99.00
Mortar or Grout, Stored and Cured, Not Tested (Including Mold)		\$99.00

AGGREGATES (SOILS AND CONCRETE)

Determining Sieve Analysis of Fine and Coarse Aggregates (Coarse Only)	CT202/ASTM C136	\$182.00
Sieve Analysis of Fine and Coarse Aggregates (Fine Only)	CT202/ASTM C136	\$242.00
Sieve Analysis of Fine and Coarse Aggregates (Wash Included)	CT202/ASTM C117	\$303.00
Sieve Analysis of Fine and Coarse Aggregates (200 Wash Only)	ASTM C117	\$182.00
Evaluating Cleanness of Coarse Aggregate	CT227	\$303.00
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88/CT214	\$220.00
Unit Weight of Aggregate	CT212	\$149.00
Clay Lumps and Friable Particles in Aggregates	ASTM C142	\$175.00
Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791/CT235	\$303.00
Organic Impurities in Fine Aggregates for Concrete	CT213/ASTM C40	\$275.00
Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate	ASTM C127/CT206	\$275.00
Density, Relative Density (Specific Gravity), and Absorption of Fine Aggregate	ASTM C128/CT207	\$275.00
Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C131(535) and C211	\$440.00
Percentage of Crushed Particles/Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate	ASTM D5821/CT205	\$330.00
Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)	ASTM C1252/AASHTO T304A	\$330.00
Sand Equivalent Value of Soils and Fine Aggregate	ASTM D2419/CT217	\$220.00
Durability Index (Fine)	ASTM D3744/CT229	\$330.00
Durability Index (Coarse)	ASTM D3744/CT229	\$330.00
Durability Index (Fine and Coarse)	ASTM D 3744/CT229	\$347.00
Lightweight Particles in Aggregate	ASTM C123/AASHTO T113	QOR
Resistance of Rock to Wetting and Drying	CRD-C169	\$484.00

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



SOILS, AGGREGATE, ASPHALTIC CONCRETE SERVICES & TESTS

SOILS		Standard Rate/Each
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	\$440.00
Caltrans Corrosivity Package		\$413.00
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	\$484.00
Pore Water Extraction and Determination of the Soluble Salt Content of Soils by Refractometer	ASTM D4542	\$512.00
Standard Test Method for Particle-Size Analysis of Soils (without Hydrometer)	ASTM D422	\$440.00
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318/CT204	\$440.00
Laboratory Compaction Characteristics of Soil Using Modified/Standard Effort	ASTM D1557/D698	\$413.00
Hydrometer Only	ASTM D422	\$440.00
pH of Soils	ASTM D4972	\$385.00
Relative Compaction of Untreated and Treated Soils and Aggregates	CT216	\$484.00
Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement		\$484.00
Soils by the Stabilometer	ASTM D2844/CT301	
Laboratory Determination of Water ("moisture") Content of Soil and Rock by Mass	ASTM D2216/CT226	\$121.00
Density of Soil in Place by the Drive-Cylinder Method	D2937	\$94.00
Expansion Index of Soils	ASTM D4829	\$330.00
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)	ASTM D5084/CT220	\$451.00
Lab Compaction Characteristics of Soil 1 Point Proctor (Check Point)	ASTM D698/D1557	\$275.00
Maximum Index Density and Unit Weight of Soils Using a Vibratory Table	ASTM D4253	\$231.00
Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density	ASTM D4254	\$231.00
Density of Hydraulic Cement	ASTM C188	\$209.00
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	\$440.00
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	\$220.00
Universal Soil Classification System (USCS) Test	ASTM D2487	\$242.00
California Bearing Ratio Test	ASTM D1883	\$303.00
Unconfined Compressive Strength of Cohesive Soil	ASTM D2166/CT221	\$154.00
ASPHALT		
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (Solvent)	ASTM D2172/CT310	\$605.00
Determining Low Temperature Performance Grade (PG) of Asphalt Binders	ASTM 6816	QOR
Thickness/Height of Compacted Bituminous Paving Mixture Specimens (Cores)	ASTM D3549/CT308	\$220.00
Method of Prep of Bituminous Mixture Test Specimens	ASTM D6926/CT304	\$220.00
Bulk Specific Gravity and Density of Compacted Bituminous Mixtures (LTMD)	ASTM D1188 and D2726/CT308	\$825.00
Indirect Tensile (IDT) Strength of Bituminous Mixtures (TSR)	ASTM D6931/CT371	QOR
Mechanical Size Analysis (Coarse and Fine) of Extracted Aggregate	ASTM D5444/CT202	\$330.00
Marshall Stability and Flow of Bituminous Mixtures	ASTM D6927	\$825.00
Theoretical Maximum Specific Gravity and Density (Rise)	ASTM D2041/CT309	\$330.00
Measuring the Permeability of Bituminous Pavements and Seal Coats	CT341	QOR
Swell of Bituminous Mixtures	CT305	\$303.00
Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates in Asphalt	ASTM D1461/CT307	\$770.00
Stabilometer Value (1 sample)	CT366	\$303.00
Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method	CT382/ASTM D6307	\$330.00
Determination of Correction Factor of Bituminous Paving Mixtures by the Ignition Method	CT382/ASTM D6307	\$330.00
Determination of Asphalt and Moisture Contents of Bituminous Mixtures by Microwave Oven	CT370	\$330.00
Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 6)	ASTM D1075	\$2,750.00
Compressive Strength of Bituminous Mixtures	ASTM D1074	\$220.00

* 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



MATERIALS MECHANICAL TESTS

		Standard Rate/Each
Mechanical Testing of Steel Products (General Tensile)	ASTM A370	\$385.00
Fillet Weld Break Test for Qualification (Welding)	AWS B4.0	\$165.00
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	\$385.00
Mechanical Testing of Steel Products (Couplers)	ASTM A370	\$375.00
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	\$275.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #3-#8	ASTM A370 and E290	\$303.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #9-#11	ASTM A370 and E290	\$363.00
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	\$363.00
Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds	ASTM E190 and AWS B4.0	\$220.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts Only (Tension and Yield)	ASTM F307, F1554 and F606	\$435.00
Rockwell Hardness of Metallic Materials	ASTM E18	\$121.00
Proof Test for Carbon and Alloy Steel (Nuts Only)	ASTM A194 or A563	\$275.00
Radiographic Examination of Metallic Castings/Weldments	ASTM E94, E1030 and E1032	QOR
Macroetching Metals and Alloys	ASTM E340, E361 and AWS	\$275.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct Tension Indicators, and Rivets (HSB Assemblies)	ASTM F606	\$303.00
Mechanical Testing of Steel Products (Terminators Tensile)	ASTM A370	\$303.00
Strength for Sewn or Bonded Seams of Geotextiles	ASTM D4864	\$275.00
Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure	ASTM D2261	\$275.00
Breaking Strength and Elongation of Textile Fabrics (Grab Test)	ASTM D5034	\$220.00
Tensile Properties of Fiber Reinforced Polymer Matrix Composite Bars	ASTM D3039	\$825.00
Steel Strand, Uncoated Seven-Wire for Prestressed Concrete	ASTM A416 and A1061	\$1,210.00

FIREPROOFING

Thickness and Density of Sprayed Fire-Resistive Material (SFRM)	ASTM E605	\$220.00
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kit Only)	ASTM E736	\$62.00

CONTACT INFORMATION

Headquarters: 2118 Rheem Drive • Pleasanton, CA 94588 • P 925.462.5151 • F 925.462.5183
 Peninsula: One Embarcadero Center, Suite 535 • San Francisco, CA 94111 • P 415.334.4747 • F 415.438.2357
 Oakland: 246 30th Street, Suite 101 • Oakland, CA 94601 • P 510.444.4747 • F 510.835.1825
 San Jose: 2033 Gateway Place, #500 • San Jose, CA 95110 • P 408.573.6992 • F 408.437.1201
 Stockton: 343 East Main Street, #711 • Stockton, CA 95202 • P 209.507.7555 • F 209.507.7554
 Sacramento: 4770 Duckhorn Drive • Sacramento, CA 95834 • P 916.419.4747 • F 916.419.4774
 Las Vegas: 3842 E. Post Road • Las Vegas, NV 89120 • P 702.257.4747 • F 702.257.4716

ADDENDIX C**COUNTY MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Including Medical Malpractice for medical related Agreement	\$1,000,000 per claim

E **Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda and, Alameda County Flood Control District its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall no relieve or decrease the liability of Contractor hereunder
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.
7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to:
 - Department/Agency issuing the contract
 - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607)

ADDENDIX D**COUNTY****DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: 4LEAF, Inc.

PRINCIPAL: Gene Barry TITLE: Vice President

SIGNATURE: [Signature] DATE: 6/20/17

ADDENDIX E

COUNTY CONTRACT COMPLIANCE REPORTING REQUIREMENTS

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

ADDENDIX O

COUNTY
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: 4LEAF, Inc.
PRINCIPAL: Gene Barry TITLE: Vice President
SIGNATURE: [Signature] DATE: 6/20/17