

**AGREEMENT WITH SIGNET TESTING LABORATORIES, INC.
FOR PROFESSIONAL CONSULTANT SERVICES
FOR
CONSTRUCTION SPECIAL INSPECTION SERVICES FOR THE CLEAN WATER PROGRAM**

This agreement, made and entered into this day of _____, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California, hereinafter referred to as "CITY", and Signet Testing laboratories, Inc., a corporation with offices at 3526 Breakwater Court, Hayward, CA, hereinafter referred to as "CONSULTANT":

RECITALS:

A. CITY desires certain professional services Construction Special Inspection Services hereinafter described.

B. CITY desires to engage CONSULTANT to provide these professional services Construction Special Inspection Services, by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF PROJECT

The scope of services to be performed by CONSULTANT under this Agreement is described in Exhibit A, Scope of Services, attached and incorporated by reference.

SECTION 2 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to thus perform the work. The acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT from said obligation.

SECTION 3 - PROJECT COORDINATION/STAFFING

3.1 CITY

Azalea Mitch, PUBLIC WORKS DIRECTOR, will be the representative of CITY for all purposes under this Agreement. Thomas Ruark is hereby designated as the PROJECT MANAGER and shall supervise the day-to-day progress and execution of this Agreement.

3.2 CONSULTANT

CONSULTANT's services are unique and personal. CONSULTANT shall not assign or transfer its interest or obligation under this Agreement without the CITY's written consent. CONSULTANT shall not subcontract its duties under this Agreement without the CITY's written consent.

CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. Carla Collins is hereby designated as the PROJECT DIRECTOR for CONSULTANT.

CONSULTANT shall assign a PROJECT COORDINATOR to represent CONSULTANT during the day-to-day work on the Project. Jason Allen is hereby designated as the PROJECT COORDINATOR for CONSULTANT.

CONSULTANT shall assign additional key personnel as follows:

Darwin Diaz _____
Edward Brobovitsky _____
Bruce Trussell _____

In addition, CONSULTANT is specifically authorized to subcontract with the following subconsultant firms to assist in providing the services required by this Agreement:

None

CONSULTANT shall be responsible for employing or engaging all sub-consultants necessary for performance of the CONSULTANT's scope of work. CONSULTANT shall manage, evaluate, and incorporate sub-consultants work into the project as necessary.

All work on this project shall be accomplished by the above-named CONSULTANT's personnel and subconsultants. CONSULTANT shall not substitute personnel or subconsultants without the CITY's written consent.

SECTION 4 - INDEPENDENT CONTRACTOR

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

SECTION 5 - DUTIES OF CONSULTANT

CONSULTANT's Services shall be furnished as described below and as more particularly described in Exhibit A, Scope of Services. Any changes in the Scope of Services must be approved in advance, in writing, by the Public Works Director.

CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all studies, reports, designs, drawings, specifications, and other items furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its studies, reports, designs, drawings, specifications, and other items.

CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

All documents, drawings and specifications relating the project prepared by CONSULTANT or CONSULTANT's approved sub-consultants shall be approved, signed, and sealed by professional engineers duly registered in the State of California for each required discipline. The Contract Documents prepared by CONSULTANT shall provide for a completed project that conforms to all applicable national, state, and local construction codes and ordinances, building, fire, electrical, plumbing and occupancy codes and standards.

CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT. No subconsultant of CONSULTANT will be recognized by CITY as such; rather, all subconsultants are deemed to be the agents of CONSULTANT, and CONSULTANT agrees to be responsible for their performance. CONSULTANT shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subconsultants, if any, and shall keep the work under its control. If any employee or subconsultant of CONSULTANT fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately from the work under this Agreement on demand of CITY.

CONSULTANT agrees to comply with the City's minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

CONSULTANT shall furnish CITY with every reasonable opportunity for CITY to ascertain that the services of CONSULTANT are being performed in accordance with the requirement and intentions of this Agreement.

SECTION 6 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine all documents submitted by CONSULTANT and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of CONSULTANT's work.

SECTION 7 - TERM, PROGRESS AND COMPLETION

The services to be performed under this Agreement shall commence and be completed as set forth in Exhibit B, Project Schedule.

It is understood and agreed that time is of the essence of this Agreement. CONSULTANT agrees to perform the services within the time limits set forth in Exhibit B.

CITY agrees to exercise due diligence in performing its tasks to implement the CONSULTANT's timetable.

SECTION 8 - PAYMENT

Payment shall be made by the CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performances of the services and any reimbursable expenses set forth in this Agreement, CITY agrees to pay CONSULTANT a fee based on verified time and materials not to exceed \$1,500,000 without prior written authorization. Requests for payments shall be itemized and correspond to the various items of work described in Exhibit A and shall be based on the rate and cost schedule set forth in Exhibit C.

Payment for extra work or changes in the work will not be made unless for work authorized in advance in writing by the PUBLIC WORKS DIRECTOR. Prior to commencing such extra work or changes, CONSULTANT and CITY shall agree upon an estimated not to exceed cost for such extra work. In no event shall CONSULTANT be paid for additional work that is necessary because of CONSULTANT's errors or oversights.

CONSULTANT shall maintain complete and accurate records as to the number of hours worked by persons and the direct costs incurred during each phase under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to such books and records to the CITY at all times, shall permit the CITY to examine and audit those books and records, shall permit the CITY to make copies of those books and records, and shall permit the CITY to inspect all work data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall provide an understandable breakdown of costs charged to this Agreement. All records encompassed by this subparagraph, as well as supporting documentation, shall be kept separate from other CONSULTANT documents and records and shall be maintained by CONSULTANT for three (3) years after CONSULTANT's receipt of final payment under this Agreement.

CONSULTANT shall bill the CITY for all compensable activity on the project.

CITY shall pay CONSULTANT within thirty (30) days of receipt of billings. If CITY disagrees with any portion of a billing, the CITY shall promptly notify CONSULTANT of the disagreement, and the CITY and the CONSULTANT shall attempt to resolve the disagreement. CITY's payment of any amounts shall not constitute a waiver of any disagreement.

SECTION 9 - CHANGES IN WORK

CITY may order changes in scope or character of work, either decreasing or increasing the amount of CONSULTANT's services by amending this Agreement. In the event that such changes are ordered, CONSULTANT shall be entitled to full compensation for all work performed prior to receipt of notice of change. In no event shall CITY be liable for payment unless the amount of such extra compensation shall first have been agreed to in writing by CITY.

In the event that changes are ordered pursuant to this section, the schedule for progress and completion in Section 7 of this Agreement and compensation in Section 8 of this Agreement shall be adjusted by negotiation between CONSULTANT and CITY, subject to approval, if necessary, by the San Mateo City Council.

SECTION 10 - CONFLICT OF INTEREST

CONSULTANT understands that its professional responsibility is solely to CITY. CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial, or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement. CONSULTANT shall not knowingly, and shall take reasonable steps to ensure that, it does not employ a person having such an interest in the performance of this Agreement. If after employment of a person, CONSULTANT discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, CONSULTANT shall promptly sever the employment relationship.

SECTION 11 - TERMINATION

A. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY may, by ten days written notice to CONSULTANT, terminate this Agreement in whole or in part at any time, either for CITY'S convenience or because of the failure of CONSULTANT to fulfill its agreement obligations. Upon receipt and within ten days of such notice CONSULTANT shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise); and

2. Deliver to CITY all data, documents, reports, estimates, summaries and such other information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in progress.

B. If the termination is for the convenience of CITY, CONSULTANT shall be compensated for all authorized work performed prior to notification of termination but no amount shall be allowed for anticipated profit on unperformed services.

C. If, after any notice of termination for failure to fulfill agreement obligations, it is determined by a court or other arbitrator that CONSULTANT had not so failed, the termination shall be deemed to have been effected for the convenience of CITY. In such event, adjustment in the agreement price shall be made as provided in paragraph (B) of this section.

D. CONSULTANT may terminate this Agreement or suspend work on the project upon sixty (60) days written notice to CITY, but only in the event of substantial failure of performance by CITY or in the event CITY abandons or indefinitely postpones the Project.

E. Upon termination of this Agreement or suspension of work on the project by either CITY or CONSULTANT, all duties of CITY and CONSULTANT as set forth in Sections 5 and 6 herein above shall terminate.

SECTION 12 - STATUS OF REPORTS

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of the CITY, whether the project for which they are made is executed or not. All documents furnished to CONSULTANT by the CITY and all reports and supportive data prepared by the CONSULTANT in connection with the performance of this Agreement are the CITY's property and shall be delivered to the CITY upon the completion of CONSULTANT's services or at the CITY's written request. All reports, information, data, and exhibits prepared or assembled by CONSULTANT in connection with the performance of its services pursuant to this Agreement are confidential until released by the CITY to the public, and the CONSULTANT shall not make any of these documents or information available to any individual or organization not employed by the CONSULTANT or the CITY without the written consent of the CITY before any such release.

SECTION 13 - INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract and three years thereafter (five years for building or major improvements) the insurance specified in Exhibit D to this Agreement.

SECTION 14 - NONASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

SECTION 15 - INDEMNITY

CONSULTANT agrees to hold harmless and indemnify City of San Mateo and the Estero Municipal Improvement District, their elected and appointed officials, employees, and agents, from and against any alleged claims, loss, liability, damage, and expense arising out of CONSULTANT's performance of this Agreement, except those claims arising out of CITY's active negligence or willful misconduct. CONSULTANT agrees to defend CITY of San Mateo and the Estero Municipal Improvement District, their elected and appointed officials, employees, and, against any such claims.

SECTION 16 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 17 - COSTS AND ATTORNEYS FEES

Attorney fees in an amount not exceeding \$85 per hour per attorney, and in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$5000 for attorney's fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 18 - NONDISCRIMINATION

CONSULTANT warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONSULTANT nor any of its subconsultants shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 19 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 20 - LITIGATION

CONSULTANT shall testify at CITY's request if litigation is brought against CITY in connection with CONSULTANT's services under this Agreement. Unless the action is brought by CONSULTANT, or is based upon CONSULTANT's wrongdoing, CITY shall compensate CONSULTANT for preparation for testimony, testimony, and travel at CONSULTANT's standard hourly rates at the time of actual testimony.

SECTION 21 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY:	Thomas Ruark
	City of San Mateo
	2050 Detroit Drive
	San Mateo, CA 94404

To CONSULTANT: UER/ Signet Testing Labs
Nicholas Nguy
498 N. 3rd Street
Sacramento, CA95811

SECTION 22 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENTS

This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

SECTION 23 - AUTHORITY TO ENTER INTO AGREEMENT

CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

SECTION 24 - SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

SECTION 25 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

SECTION 26 - VENUE

In the event of litigation, venue will be in the County of San Mateo.

[SIGNATURES PAGE FOLLOWS]

IN WITNESS WHEREOF, this agreement between the CITY OF SAN MATEO and Signet Testing Laboratories, Inc has been duly executed by the parties hereinabove named, as of the day and year first above written.

CITY OF SAN MATEO

CONTRACTOR

Azalea Mitch
Public Works Director

Date

Robert V. Tadlock
Its Authorized Agent
CEO/President

Date

APPROVED AS TO FORM

Linh Nguyen
Assistant City Attorney

Date

Attachments:

Exhibit A: Scope of Work
Exhibit B: Project Schedule
Exhibit C: Cost Schedule
Exhibit D: Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

The Contractor will provide special inspections, observations, and testing services for projects as requested by the City and as required by the Contract specifications and drawings for projects under the Clean Water Program for the City of San Mateo.

1. Detailed Scope of Work

The scope of services will be executed by individual project Task Order and may include:

- Cooperate and coordinate with the Engineer (designer) of Record, the Contractor, the Construction Manager and Representatives for the City of San Mateo Clean Water Program in performance of services/duties, including testing, special inspections, and reporting of results and findings.
- Laboratory Materials Testing Analysis of concrete compression tests
- Concrete reinforcement and formwork inspection
- Concrete placement, inspection, compression, sampling, and testing
- Structural masonry inspection and testing
- Structural steel inspection and testing
- Structural steel hoisting
- Inspection and testing of reinforced steel
- Anchor Bolt testing
- Rebar doweling
- Structural Steel for centrifuge hoist
- Field and visual weld inspection and testing
- Field bolt inspection and testing
- X-ray of welds inspection and testing
- Soils Compaction testing and inspection
- Geotechnical inspection and testing
- Subgrade inspection and testing
- Asphalt pavement inspection and testing
- Rebar doweling inspection
- Factory and supplier inspection and testing
- Others required per Contract specifications and drawings

This work shall be done by certified employees experienced in executing all aspects of field sampling, testing, laboratory testing, and reporting in accordance with industry standards and best practices for the type of work performed.

Special Inspectors will refer to the approved Contract specifications and drawings for detailed

special inspection requirements. Any additional tests and inspections required by the approved specifications and drawings will also be performed.

All specialty inspections are to be performed to meet Contract specifications for Special Inspection, Observations, and Testing (section 01451) or/and others applicable

Frequency of testing and inspections will be directed by the City to comply with the requirements of the Contract specifications and drawings.

2. Duties and responsibilities of the Special Inspector

- **Observe Work:** The Special Inspector shall observe the work for conformance with approved (stamped) design drawings and specifications and applicable workmanship provisions of the CBC. Architect/Engineer -reviewed shop drawings and /or placing drawings may be used only as an aid to inspection. Special inspections may be performed on a continuous or periodic basis, depending on the specific inspection required and field conditions. The Contractor and the City will agree on the appropriate level of effort at the time of each individual request for the inspection services.
- **Report Nonconforming Items:** The Special Inspector shall bring nonconforming items to the immediate attention of the City and note all such items in the daily report. If any item is not resolved in a timely manner or is about to be incorporated in the work, the Special inspector shall immediately notify the City by telephone or in person, notify the engineer or architect, and post a discrepancy notice.

3. Technical Deliverables

The Contractor shall submit all technical deliverables identified below to the City

- Daily Inspection report
- Daily time records
- Detailed test and /or laboratory reports within a time period agreed to by the City and contractor at the time of each request for inspection services.
- Weekly summary reports of inspection activity if deemed necessary by the City
- **Furnish Daily Reports:** Each Special Inspector shall complete and sign both the special inspection record and the daily report form for each day's inspection to remain at the jobsite for review by the City
- **Furnish Weekly Reports:** The special Inspector or inspection agency shall furnish weekly reports of tests and inspections directly to the City. These reports must include the following:
 - Description of daily inspections and tests made with applicable locations.
 - Listing of all nonconforming items

- Reports on how nonconforming items were resolved or unresolved, as applicable, and
 - Itemized changes authorized by the architect, engineer, and Construction Manager/Owner
- Furnish Final Report: The Special Inspector or inspection agency shall submit a final signed report to the City. The report shall state that all items requiring special inspections and testing were completed and included on the report. In addition, the Special Inspector shall state that, to the best of his/her knowledge, the inspected/tested items are in conformance with the approved design drawings and specifications, approved change orders and the applicable workmanship provisions of the CBC. Items not in conformance, unresolved items, or any discrepancies in inspection coverage, (i.e., missed inspections, periodic inspection when continuous was required, etc. shall be specifically itemized in this report.

4. Project Requirements: - City Responsibilities

- Notify the Special Inspector: the city is responsible for notifying the Special Inspector or agency regarding individual inspections that are required. ~~24 to 48~~ hours advance request for dispatch shall be provided so that the Special Inspector has time to become familiar with the project.
- Provide Access to Approved Plans: the City is responsible for providing the Special Inspector access to the approved plans at the jobsite.
- Retain Special Inspection Records: The City shall be responsible for retaining at the jobsite all special inspection records submitted by the Special Inspector.

End of Scope of Work

Signet Testing Laboratories, Inc.
Professional Consulting Services Agreement
Construction Special Inspection Services for the Clean Water Program

Exhibit B

Project Schedule

Contract for services will begin on March 1, 2022 and will end on February 28, 2024. In addition, three - one-year options for continuing these services at the discretion of the City exist.

Signet Testing Laboratories, Inc.
Professional Consulting Services Agreement
Construction Special Inspection Services for the Clean Water Program

EXHIBIT C

Cost Schedule

The cost for the based contract shall be on a time and materials basis in accordance with the attached Schedule of Fees and Services for a cost not to exceed \$1,500,000.00 (one million five hundred thousand dollars) without prior written authorization. Three one-year options shall be on a time and material basis not to exceed \$250,000.00 (two hundred and fifty thousand dollars per year per option). Options to be issued at the discretion of the City.

Attached: Signet Testing Labs, Inc. 2021-2022 Schedule of Fees and Services (7 pages)

2021-2022 SCHEDULE OF FEES AND SERVICES**PROFESSIONAL SERVICES**

1005	Principal Engineer.....	225.00/hour
1010	Geotechnical Engineer	210.00/hour
1015	Project Engineer / Executive	195.00/hour
1020	Staff Engineer	180.00/hour
1025	Project Manager.....	180.00/hour
1030	Quality Control Manager.....	175.00/hour
1032	Lead Construction Inspector /Resident Inspector ..	155.00/hour
1035	Laboratory Technician	140.00/hour
1040	Technical Assistant, Administrative	90.00/hour

INSPECTION AND TESTING SERVICES**Soils / Asphalt Concrete:**

2001	Soil Compaction Testing & Observation.....	\$130.00/hour
2104	Soils Observation & Sampling w/o compaction	130.00/hour
2102	AC Compaction Testing & Observation.....	130.00/hour
2111	AC Placement Obs. & Sampling w/o compaction..	130.00/hour
2105	AC Batch Plant Inspection / Sampling.....	130.00/hour
2110	Material Sampling / Transportation.....	130.00/hour
2205	Pile / Pier Installation Observation	155.00/hour

Portland Cement Concrete / Shotcrete / Gunitite:

3103	Concrete Placement Inspection	\$130.00/hour
3104	Concrete Sampling Only	130.00/hour
3105	PCC Batch Plant Inspection.....	130.00/hour
3110	NS Grout Inspection / Sampling.....	130.00/hour
3123	Prestressed Concrete Pile Plant Inspection	130.00/hour
3503	Shotcrete / Gunitite Placement Inspection	130.00/hour
3501	DSA Shotcrete / Gunitite Placement Inspection	165.00/hour

Reinforcing Steel / PT Strand:

3102	Rebar Placement Inspection	\$130.00/hour
3609	Rebar / PT Strand ID Sampling / Tagging.....	130.00/hour
3208	PT Strand Stressing Inspection.....	130.00/hour

Masonry:

3701	DSA Continuous Masonry Inspection.....	\$165.00/hour
3703	Continuous Masonry Inspection.....	130.00/hour
3706	Masonry Brick / Veneer Inspection	130.00/hour
3710	Periodic Masonry Inspection	130.00/hour
3715	Masonry Sampling / Tagging	130.00/hour

FIELD TESTING EQUIPMENT RATES

1610	Anchor Load / Epoxy Tester / Torque Wrench....	\$20.00/hour
1611	Nuclear Gauge or Sand Cone.....	20.00/hour
1612	Skidmore Wilhelm H. S. Bolt Calibrator.....	35.00/hour
1613	UT / MT / PT Gauge	20.00/hour
1614	Floor Flatness	75.00/hour
1615	Paint Coating Gauge / Moisture Meter.....	20.00/hour
1617	Ground Penetrating Radar	65.00/hour

Structural Steel:

5101	Field Welding Inspection.....	\$130.00/hour
5103	High Strength Bolting Inspection.....	130.00/hour
5104	Field UT Testing.....	130.00/hour
5105	Field MT Testing	130.00/hour
5106	Field PT Testing	130.00/hour
5201	Shop Welding Inspection.....	130.00/hour
5202	Shop MT Testing.....	130.00/hour
5203	Shop PT Testing	130.00/hour
5204	Shop UT Testing	130.00/hour
5205	Shop Material ID	130.00/hour

Spray-Applied Fire Resistive Materials (SFRM) Fireproofing:

6002	SFRM Application of SFRM	\$130.00/hour
6002	SFRM Field Measure Thickness.....	130.00/hour
6002	SFRM Sampling.....	130.00/hour
6003	SFRM Bond Strength Testing	130.00/hour

Roof / Wood / Waterproofing Division:

7003	Built-up Roofing Placement Inspection.....	\$155.00/hour
7004	Diaphragm Nailing Inspection	130.00/hour
7005	Shear Wall Nailing Inspection	130.00/hour
7060	Waterproofing Inspection.....	165.00/hour
8501	Glue Laminated Beam Inspection.....	275.00/hour

Specialty Testing Division:

9001	Anchor Load / Torque Testing.....	\$130.00/hour
9006	Witness Dowel / Anchor Installation.....	130.00/hour
9008	Pachometer	170.00/hour
9007	Schmidt Hammer Testing.....	170.00/hour
9011	Ground Penetrating Radar Survey (GPR)	275.00/hour
8161	Floor Flatness Survey (Dipstick)	210.00/hour
8220	Moisture Vapor Emission Testing	170.00/hour
7062	Moisture Content Testing	170.00/hour
9703	Coatings Inspection	185.00/hour
3108	Coring Technician, One Man.....	285.00/hour
9705	Specialty Technician (FRP, Firestopping, etc)	215.00/hour

Sample Pick-Up and Equipment Transport:

0209	Pick-Up / Delivery.....	\$95.00/hour
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Transportation of samples when scheduled outside of normal business hours will incur premium rates. Note: Above rates shall be defined as "Basic Rates"; these rates do not include any applicable premium rates as presented in the Basis of Charges.

1618	Pachometer / Profometer / Schmidt Hammer	\$25.00/hour
1619	Coring Equipment (Drill, bits, generator, etc.)	95.00/hour
1620	Core Barrel Usage (per inch drilled).....	15.00/inch
1621	Fireproofing Cohesion / Vapor Emission / RH	95.00/each
1622	FRP Test Pucks	60.00/each
1623	Concrete Testing (Air Meter, Slump, Scale)	20.00/hour
0221	Project Laptop Computer / Smart Tablet.....	20.00/day

BASIS OF CHARGES

Signet is signatory to a labor agreement with Operating Engineers Local Union No. 3 (OE3) and our inspection and testing personnel are members of OE3. With consideration of Prevailing Wage requirements, as determined by the California Department of Industrial Relations, and the labor agreement with OE3, we have minimum charges for field services and premium time rates that correspond to labor costs as set within the prevailing wage determination, OE3 labor agreement requirements, and our overall cost structure. Including:

Minimums & Increments:	Hours
Show-Up Cancellation Time*	2
Work Performed 0-4 hours	4
Work Performed 4-8 hours	8
Work + 8 hours	2
When required to work thru lunch	0.5 Hr @ 2X Basic Rate
Project Minimum Charge	\$885.00

* Show-up time for scheduled work with no work performed and notice of cancellation of less than 4 hours (notice must be provided by telephone to our dispatcher during normal business hours of 7 AM to 3 PM). Premium time rates will apply for work performed outside of normal business hours.

Premium Charges Added to Hourly Rates*:

Shift Differential**	Rate + 20%
Over 8 hours on Weekdays	1.5 x Basic Rate
First 8 hours on Saturday	1.5 x Basic Rate
Over 12 hours on Weekdays	2 x Basic Rate
Over 8 hours on Saturday	2 x Basic Rate
Sunday and Holidays	2 x Basic Rate

* Shall also apply to Professional Services Staff

** For shifts beginning after 2:00 PM or before 4:00 AM where more than 5 consecutive days of service is scheduled for the shift inspector. Less than 5 days of consecutive shift work will result in additional charges including OT and DT due to rescheduling staff around normal workday schedules.

Travel Time:

Services, including mileage and travel time, are charged portal to portal from point of dispatch. Travel time will be invoiced in accordance with the associated service rate and when applicable include any premium charges associated with performing the work. Where specialty equipment is required, such as a nuclear density gauge which must be stored at our State licensed facility, or proof-load test equipment, the inspector's or technician's reporting location is the laboratory.

Reimbursable Expenses:

0217 Trip Charge (25/miles of Signet office)	\$85.00/Trip
0218 Trip Charge (26-50/miles of Signet office)	95.00/Trip
0218 Trip Charge (50/miles plus of Signet office)	145.00/Trip
0208 Mileage	0.75/Mile
1201 Travel Time	Service Rate
0206 Specialty Vehicle Charge (when required)	Cost +20%
0205 Per Diem (or Cost + 20% whichever is greater)	145.00/Day
0207 Equip. Rental / Cure Box / Notary / Expenses	Cost + 20%
0105 Outside / Subcontracted Services	Cost + 20%
0204 Parking / Tolls	Cost + 20%

Final Reports (Special Inspection Projects Only):

0216 Engineer's Final Report Letter	\$475.00 Each
0215 DSA/OSHPD Verified Report	\$595.00 Each

Final Reports: Outstanding issues of inspection, testing, and payments must be resolved to Signet's satisfaction prior to release of the final report/affidavit.

Expedited Services (Rush Charge):

Where laboratory tests are to be performed on an immediate need basis (tests to be initiated out of order received and regardless of status of other previously received samples) the expediting fee is 100% of the associated unit rate. Same day request for engineering, technical or field inspection service and accelerated final report processing shall be billed an expediting fee of 50% of the associated unit rate.

Project Coordination, Engineering, and Management:

1. A minimum of one-half hour per \$5,000 in invoiced services per week will be charged for Project Engineer to review daily field reports, prepare and update non-conformance/exception tracking records, and preparation of a weekly summary report, smart tablets, and cloud-based report access.
2. Project Engineer / Project Manager performing review of contractor submittals, laboratory test results, and other professional services are billed two-hour minimum/increment.
3. Special Handling Fee will be added to all invoices for Client required customization to standard processes such as billing, certified payroll, pay applications, special dispatch requests, etc.....3%
4. Project Administration Fee will be added to all invoices to cover project administration costs related to office project coordination, standard dispatch, report processing, typing, postage, and on-line access to all reports.....15%

Invoices will be submitted on a bi-weekly basis and are due upon receipt. Unpaid invoices aging beyond 30 days of the invoice date are subject to late charges equal to 1.5 % per month until paid. All services are billed on a time and material basis in accordance with this schedule of fees and/or, if provided, a project specific fee proposal. It is the client's responsibility to notify Signet in writing prior to the start of work affected by Prevailing Wage requirements that may be imposed on the project. Failure to properly notify Signet will result in customer being responsible for all fees, penalties, or other costs associated with meeting these requirements. In addition, all affected rates will be increased 30 percent to account for additional costs to comply with prevailing wage requirements not identified in advance of submitting this schedule of fees and/or our project specific fee proposal.

Coordinated Inspections: If Signet or its agents will be performing in-shop inspections of fabrication or assembly, Client understands that Signet may perform coordinated inspections and bill accordingly. The industry standard requires that continuous inspection mandates a continuous presence in the facility for assembly or fabrication.

Anticipated Costs: Client recognizes and agrees that any "anticipated costs", "budget estimates", or the like that may be prepared by Signet are NOT "guaranteed maximums", "lump sums", or "not-to-exceed" totals. Client will be invoiced for all work performed.

Subcontractors: As required to accommodate the construction schedule, Signet may use contract special inspectors to augment our staff. Inspections performed by contract providers will be billed as specified for Signet employees.

Our Fee Schedule and project specific rates are valid through June 30 of each year and are subject to a minimum increase of 5.0% on July 1. For services performed after June 30 fees for any on-going projects will be subject to this increase based on OE3 labor and benefits increases and cost of living adjustments.

LABORATORY TESTING**SOILS AND AGGREGATES****Aggregate Property Tests:**

Acid Solubility
4260 \$245.00 each

Aggregate Angularity AASHTO T304
4245 Fine Aggregate 265.00 each

Clay lumps and Friable Particles ASTM C142
4211 195.00 each

Cleanness Value CTM 227
4213 1" x #4 (or finer) 245.00 each
4214 1-1/2" x 3/4" 455.00 each
4290 2-1/2" x 1-1/2" 850.00 each
4291 Pit Run 390.00 each

Crushed Particles (percent) CTM 205
4225 235.00 each

Durability Index CTM 229
4230 Course Fraction 295.00 each
4231 Fine Fraction 295.00 each

Flat and Elongated Particles ASTM D4791
4224 235.00 each

Los Angeles (LA) Abrasion and Impact ASTM C131/CTM 211
4219 500 revolutions 325.00 each
4220 100 & 500 revolutions 495.00 each

Los Angeles (LA) Abrasion and Impact ASTM C535
4221 (for large size coarse aggregate) 1000 revolutions 595.00 each

Mohs Hardness
4261 395.00 each

Organic Impurities in Fine Aggregates ASTM C40 / CTM 213
4209 225.00 each

Relative Mortar Strength Of Portland Cement Concrete Sand CTM 515
4270 875.00 each

Sand Equivalent ASTM D2419/CTM 217
4212 295.00 each

Soundness of Aggregates ASTM C88/CTM 214
4207 by use of sodium or magnesium sulfate, fine or coarse,
5 cycles (billed per fraction, minimum charge \$350.00) 235.00 each

Specific Gravity & Absorption
4215 Fine Aggregate ASTM C128/CTM 207 235.00 each
4216 Course Aggregate ASTM C127/CTM 206 245.00 each

Unit Weight (Bulk Density) and Voids in Aggregate ASTM C29/CTM 212
4210 Unit weight (average of 3 tests) 225.00 each

Voids in Mineral Aggregate CTM LP-2
4246 Calculated 195.00 each

Compaction Characteristics - Moisture / Density Relationships:

Standard Proctor ASTM D698 / AASHTO T99
2237 4" mold \$395.00 each
2238 6" mold 435.00 each
2242 Checkpoint for identification of material 225.00 each

Modified Proctor ASTM D1557 / AASHTO T180
2239 4" mold 395.00 each
2240 6" mold 435.00 each
2242 Checkpoint for identification of material 225.00 each

Rock Correction of Moisture/Density Curve ASTM D4718
4208 195.00 each

California Impact CTM 216
2243 525.00 each

Classification and Index Tests:

Atterberg Limits (Plasticity Index) ASTM D4318
2225 Dry Prep Method B \$325.00 each
2226 Wet Prep Method A 355.00 each

Classification of Soils (Unified Soil Classification System ASTM D2487
2234 Visual Classification 110.00 each
2269 Stiffness by Torvane/Pocket Penetrometer 145.00 each

Moisture Content ASTM D2216
2221 Individual test 95.00 each

Moisture and Density ASTM D7263b
2222 Sample Diameter to 3" 165.00 each
2223 Sample to 6" Diameter 245.00 each

Organic Content of Peat and Other Organic Soil ASTM D2974
2233 245.00 each

Particle Size Analysis ASTM C136/CTM 202
4203 Coarse aggregate (#4 to 1-1/2" maximum) 265.00 each
4204 Coarse aggregate (#4 to 3") 325.00 each
4205 Total sieve coarse and fine (to 1-1/2" maximum) 455.00 each
4206 Fine aggregate (#4 to #200 w/wash) 245.00 each
4226 Sieve analysis pit run with #200 wash 425.00 each
4202 #200 Wash on Aggregate ASTM C117 245.00 each
2227 #200 Wash on Soil ASTM D1140 245.00 each

Particle Size Analysis ASTM D422
2228 Sieve (from 1/2" to #200) 245.00 each
2229 Sieve (from 1-1/2" to #200) 325.00 each
2230 Sieve (from 3" to #200) 325.00 each
2231 Hydrometer test w/ sieve D422/ CTM 203 395.00 each

pH of Soil CTM 643/AASHTO T-228
4402 195.00 each

Pinhole Test (Classification of Dispersive Clay) ASTM D4647
2235 675.00 each

Porosity (Total)
4280 Includes ASTM D7263 & ASTM D854 265.00 each

Specific Gravity Of Soils
4228 by hydrometer ASTM D854/CTM 203 275.00 each
2232 (-#4) by pycnometer ASTM D854/CTM 209 265.00 each

GEOTECHNICAL LABORATORY

Consolidation Properties:

2256 Consolidation (1 cycle, 1 time rate) ASTM D2435 \$495.00 each
2257 For each additional Time-Rate curve 265.00 each
2258 Unload-Reload loop (per point) 125.00 each
2259 Trim to test from 3" sample 95.00 each

Expansion & Collapse Tests:

2261 Expansion Index UBC / ASTM D4829 \$445.00 each
One-Dimensional Swell or Collapse ASTM D4546
2210 Method A (4-point curve) 1,150.00 each
2211 Method B 440.00 each
2212 Method C 425.00 each
2263 Collapse potential ASTM D5333 235.00 each
2264 Shrink-Swell ASTM D3877 265.00 each
2265 Expansion pressure free swell ASTM D3877 225.00 each

Hydraulic Conductivity:

Flexible Wall ASTM D5084 (2 - 3")
2250 Sandy soil \$495.00 each
2251 Clayey soil 565.00 each

Soil Strength Tests:

California Bearing Ratio ASTM D1883
4240 3 points without compaction curve \$825.00 each

Resistance "R" Value ASTM D2844/CTM 301
4232 Untreated material 495.00 each
4234 Cement, lime, or other additives field sample 555.00 each
4233 Cement, lime, or other additives laboratory mixed 575.00 each

Direct Shear Tests, per point (2.5" diameter)
2278 Unconsolidated-Undrained UU 295.00 each
2279 Consolidated-Undrained CU 325.00 each
2280 Consolidated-Drained CD (sandy soil) ASTM D3080 325.00 each
2281 Consolidated-Drained CD (clayey soil) 365.00 each

Triaxial Tests, Per Point (2.5" Diameter)
2270 Unconsolidated-Undrained TX-UU ASTM D2850 225.00 each
2271 TX-UU over 70 psi ASTM D2850 210.00 each
2274 Consolidated-Undrained TX-CU ASTM D4767 345.00 each
2272 TX-CU with pore pressure TX-CU-PP ASTM D4767 595.00 each
2277 Staged 3-point TX-CU-PP with pore pressure 1,650.00 each

2273 Consolidated-Drained TX- CD (sandy soil) USACE 895.00 each
2275 For multi-stage, each additional stress level 445.00 each
2290 Back pressure saturation 265.00 each

Unconfined Compressive Strength

2267 Cohesive soil ASTM D2166 195.00 each
4241 Soil-Cement cyl. (mixed in the lab) ASTM D1633 285.00 each
4242 Soil-Cement cyl. (field mixed) ASTM D1633 265.00 each
4243 CTB (mixed in the lab) ASTM D1633 285.00 each
4244 CTB (field mixed) ASTM D1633 265.00 each

Cement Treated Base (CTB) Mix Design:

2291 Moisture-Density Relations of Soil-Cement Mixture
(each cement content) ASTM D558 \$495.00 each
2292 Particle Size Analysis ASTM C136 465.00 each
2293 Soundness of Aggregates by use of sodium or
magnesium sulfate, fine or coarse, 5 cycles (billed
per fraction, minimum charge \$250.00) ASTM C88 275.00 each
2294 LA Abrasion ASTM C131 100 & 500 revolutions 495.00 each
2295 Wetting & Drying Soil-Cement Mixtures ASTM D559 1,050.00 each
2296 Freeze & Thaw Soil-Cement Mixtures ASTM D560 1,650.00 each
4243 CTB Comp. Strength (each cement %) ASTM D1633 365.00 each
4250 Cement Treated Base Mix Design Report 950.00 each

Lime Treated Soil Mix Design:

2286 Soil-Lime Proportion ASTM D6276 \$550.00 each
4247 Lime Treated Soil at 1 moisture Content CTM 373 865.00 each

Additional Costs:

2282 Preparation for 3" diameter specimen \$125.00 each
2283 Remold test specimen 135.00 each
2284 For multi-stage, each additional stress level 125.00 each
2285 For each re-shear cycle 145.00 each
2244 Photos 60.00 each
9801 Foreign Soil Sterilization and Disposal 165.00 each
9802 Sample Storage QOR
9803 Shipping of samples, liners or containers Cost +20%
9804 Special handling of contaminated samples QOR
Quote On Request (QOR)

ASPHALTIC CONCRETE

CTM 304/366/305
4101 Stabilometer value of lab mixed sample \$765.00/point
4102 Stabilometer value of premixed sample 695.00 each
4103 Swell test of bituminous mixture 395.00 each

CTM 304/307
4113 Moisture vapor susceptibility including
stabilometer (2 specimens) 365.00 each

CTM 382/D6307
4129 Bitumen content of paving mixture by ignition oven
(subject to environmental disposal surcharge) 465.00 each
4104 Correction Factor 355.00 each

ASTM D5444/CTM 202
4105 Gradation of extracted sample including #200 washes 465.00 each

ASTM D1559

4106 Marshall test, premixed sample 3 specimen.....	\$450.00 each
4107 Marshall test, lab mixed 3 specimens.....	650.00 each
4109 Mix Design: Marshall Method - no aggregate	3,600.00 each
4112 Mix Design: Marshall Method - with aggregate.....	4,200.00 each
4110 Mix Design: Hveem method - no aggregate	3,400.00 each
4111 Mix Design: Hveem method - with aggregate.....	3,900.00 each
4138 Marshall RAP Mix Design w/ Agg. Tests, AI MS-2.....	5,000.00 each
4139 Caltrans RAP Mix Design w/ Agg. Tests, CTM 367	4,600.00 each

CTM 308/ASTM D2726

4114 Specific gravity of compacted sample	295.00 each
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CTM 308/ASTM/D1188

4115 Specific gravity of AC - paraffin coated.....	295.00 each
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CTM 304/375

4128 Test maximum density (TMD), set of 5 specimens	525.00 each
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ASTM D2041

4116 Rice Gravity	345.00 each
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ASTM D1075

4133 Index of retained strength, pre-mix	700.00 each
4134 Index of retained strength, lab mix.....	980.00 each
4125 Index Retained Stability - pre mix	700.00 each
4126 Index Retained Stability - lab mix.....	850.00 each

ASTM D4867/AASHTO

4127 Tensile strength ratio, pre-mix.....	1,350.00 each
4117 Tensile strength ratio, lab mix	1,675.00 each

CTM 303

4119 CKE Coarse.....	235.00 each
4120 CKE Fine	235.00 each
4132 Filmstripping, CTM 302.....	265.00 each
4121 ATPB mix (grade, remix @ 2/2.5/3%)	565.00 each
4122 Open graded mix evaluation (grade, recombine, mix @ 3 oil %'s, filmstripping), CTM 368.....	595.00 each

CTM 370

4123 Moisture content of AC by microwave oven.....	195.00 each
4135 Calculate Voids Filled with Asphalt, CTM LP-3.....	125.00 each
4136 Calculate Dust Proportion, CTM LP-4	125.00 each
4137 Calculate Air Voids of HMA, CTM 367	165.00 each

CONCRETE / SHOTCRETE
ASTM C39/C567

3111 Compression tests, 6" x 12" and 4" x 8" molded cyls.	\$50.00 each
3112 Unit weight on concrete cylinder	145.00 each
3116 Cylinder Molds (Concrete / Grout / Mortar)	10.00 each
3120 Compression Test Samples Cast by Others.....	95.00 each

ASTM C495

3117 Lightweight insulating concrete (3" diameter x 6" cylinder) Compression tests	75.00 each
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ASTM C469

9314 Static Young's modulus of elasticity in compression of 6" diameter x 12" cylindrical specimen.....	525.00 each
3119 Splitting tensile test, 6" diameter x 12" cylinder.....	145.00 each

ASTM C512

9315 Creep of Concrete in compression (by project quote)...	\$1,800.00/min
9316 Equilibrium Density ASTM C567.....	245.00 each

ASTM C42/C39

3118 Compression test concrete cores	165.00 each
3510 Shotcrete core compressive strength	165.00 each

ASTM C78/C293

3135 Flexural strength of concrete, 6" x 6" x 24" specimen	225.00 each
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ASTM C157 (MODIFIED)

3115 Volume change of concrete, per set of 3 (drying shrinkage test), up to 28 days drying (excludes trial batch)	765.00 each
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ASTM C109

3113 Compression Tests, 2" cube specimen.....	75.00 each
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ASTM C192

3136 Laboratory Trial Batch (by project quote)	4,500.00/min
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MASONRY
ASTM C140

9401 Gross Area Compression	\$195.00 each
9405 Net Area Compression	225.00 each
9402 Absorption and moisture content (*)	265.00 each
9403 Linear shrinkage (rapid method) (*)	710.00 each

ASTM C426

9406 Linear shrinkage (ASTM C426) (*).....	825.00 each
9408 Unit Weight (*)	195.00 each
9404 Dimensional measurement/Equivalent web thickness (*)	195.00 each

UBC Standard

3711 2" x 4" mortar cylinder	75.00 each
3713 Grout sample	75.00 each
3708 Composite prism	235.00 each

ASTM C1006

9407 Splitting tensile (*).....	195.00 each
3717 Compression Test of CMU Core (CBC Title 24).....	195.00 each
3718 Shear Test of CMU Core (both face) (CBC Title 24).....	225.00 each

ASTM C531

9317 Linear Shrinkage & Coefficient of Thermal Expansion	850.00 each
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BRICK
ASTM C67

9409 Compression test	\$165.00 each
9411 Absorption test, saturation coefficient.....	195.00 each
9306 Modulus of rupture	195.00 each

CLAY ROOFING TILE

9418 UBC Standard 32-12 Breaking Load.....	\$225.00 each
9419 Water Absorption by 24-hour Oven Drying (extra charge for cutting/preparation).....	245.00 each

BUILT-UP ROOFING

7026 Basic weight analysis.....	\$565.00 each
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ASTM D2829

7025 Ply separation and complete roof analysis.....	725.00 each
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FIREPROOFING

6004 Density of sprayed-on fireproofing.....	\$225.00 each
6005 Moisture Content of Sprayed-on Fireproofing.....	175.00 each

STRUCTURAL STEEL AND CARBON STEEL

(Sample preparation and machining not included)

Tensile Testing - yield, ultimate, elongation

9510 To 1" material thickness, inclusive.....	\$165.00 each
9517 Over 1" up to 1-1/2" thickness.....	195.00 each
9539 Over 1-1/2" thickness.....	265.00 each
9519 End-Welded "Nelson" Studs	195.00 each

Cold Bend Testing:

9511 To 3/4" material thickness	165.00 each
9518 Over 3/4" up to 1-1/4" thickness.....	195.00 each

Flattening Tests on Pipe:

9508 To 10" diameter and 3/4" max. wall	195.00 each
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9543 Guided Side, Root or Face Bends and T-Break	195.00 each
9601 Standard Welder Qualification Test	765.00 each
9605 Macroetch Examination	265.00 each

REINFORCING STEEL**Tensile Testing Full Section (yield/ultimate/elongation):**

9501 Bar Size through #8	\$195.00 each
9502 #9 through #11	325.00 each
9503 #14	395.00 each
9504 #18	595.00 each
9552 Coupled rebar through #11	365.00 each
9553 Coupled rebar through #14	395.00 each
9554 Coupled rebar through #18	595.00 each
9509 Cold Bend Testing on Bar Size #11 and smaller.....	195.00 each
9529 Cold Bend Testing on Bar Size #14	275.00 each

POST-TENSION / PRESTRESS 7-WIRE STRANDS**Seven-wire strands, ASTM A416, for 1/4" through 1/2" strands**

9304 Breaking strength only	\$565.00 each
9305 Yield strength, breaking strength & elongation	695.00 each

MECHANICAL TESTING OF METALLIC PRODUCTS

(sample preparation and machining not included)

9544 Yield strength, tensile, elongation, R/A for 1/2" diameter or sub-size reduced-section specimen	\$235.00 each
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Hardness Testing (3 points/sample)

9513 Rockwell / Brinell	195.00 each
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Charpy Impact Testing (minimum of 3 specimens):

9520 Room Temperature.....	165.00 each
9521 To minus 100 degrees Fahrenheit.....	195.00 each
9522 To minus 150 degrees Fahrenheit.....	265.00 each

HIGH STRENGTH BOLTS, NUTS AND WASHERS

(Sample preparation and machining not included)

ASTM A325, A490 AND A449**Bolts: to 1-1/8" diameter inclusive**

9526 Proof load.....	\$175.00 each
9514 Ultimate Tensile.....	145.00 each
9515 Hardness (Rockwell) (*) including sample preparation	165.00 each

Nuts: to 1-1/8" inclusive

9535 Proof load.....	145.00 each
9536 Hardness (Rockwell) (*) including sample preparation	165.00 each

Washers: all sizes

9536 Hardness (Rockwell) (*) including sample preparation	165.00 each
9516 Carburization Depth	195.00 each

ASTM F959

9537 Load Indicator Washers (LIW), proof load.....	145.00 each
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SPECIALTY TESTING**ASTM A90**

9700 Weight of galvanized coating (subject to environmental disposal fee).....	\$265.00 each
9701 Other materials-aluminum, brass, bronze, fiberglass, etc	195.00 each

MISCELLANEOUS

9903 Calibration of hydraulic ram system (single ram, one pressure gauge to 30 tons).....	550.00 each
9904 Calibration of hydraulic ram system (single ram, one Pressure gauge to 100 tons)	650.00 each
9805 Fiber Reinforced Polymer Tensile / Elongation.....	1,750.00 each

EXHIBIT D

INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

If the CONSULTANT maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **CONSULTANT's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

CONSULTANT hereby grants to City a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the City by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

CONSULTANT shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.