

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CONSTRUCTION TESTING SERVICES

This Agreement is entered into this _____ day of _____, 2016, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Construction Testing Services, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing professional geotechnical engineering services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C – General Obligation of Contractor
- Attachment A — Fee Schedule
- Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **Three Hundred Thousand Dollars (\$300,000)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Payment terms are net 30 upon receipt of Contractors invoice for prior month of services.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be **from February 1, 2016, through January 31, 2019.**

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Parks Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor in the performance of any work of Contractor, or payments made, pursuant to this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Payment of Permits/Licenses

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

11. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- | | |
|--|-------------|
| <input checked="" type="checkbox"/> Comprehensive General Liability... | \$1,000,000 |
| (Applies to all agreements) | |
| <input checked="" type="checkbox"/> Motor Vehicle Liability Insurance... | \$1,000,000 |
| (To be checked if motor vehicle used in performing services) | |
| <input checked="" type="checkbox"/> Professional Liability..... | \$1,000,000 |
| (To be checked if Contractor is a licensed professional) | |

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

12. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded

from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and

Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title:	Eduardo Castillo / Management Analyst
Address:	455 County Center, 4 th Floor, Redwood City, CA 94063
Telephone:	(650) 363-1881
Facsimile:	(650) 599-1721
Email:	ecastillo@smcgov.org

In the case of Contractor, to:

Name/Title: Aaren Solis
Address: One Embarcadero Center, San Francisco, CA 94111
Telephone: (415) 334-4747
Email: asolis@cts-1.com

19. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

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

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Construction Testing Services


Contractor's Signature

Date:

1/28/16

(April 1, 2015 CCC issued contract template version)

Exhibit A

1. In consideration of the payments set forth in Exhibit "B", Contractor shall provide on-call professional geotechnical engineering services that may include but are not limited to the following:
 - Geotechnical inspection and testing
 - Subsurface investigation, laboratory strength testing, and slope stability analyses
 - Forensic studies
 - Investigation, design and geotechnical construction inspection services
 - Creating detailed, accurate geologic mapping
 - Generating the topographic base map used during geologic mapping
 - Implementing subsurface exploration methods (e.g., continuous sampling, large diameter borings, test pits, or hand-dug shafts) to characterize subsurface geologic conditions
 - Soils laboratory testing of collected samples
 - Collecting earth material samples
 - Liquefaction and slope stability analyses
 - Mapping, drilling, sampling, testing and analysis
 - When necessary, providing the appropriate mitigation design measures
 - Foundation engineering
 - Slope analysis and stabilization
 - Seismic analysis
 - Levee and dam design
 - Construction-phase testing and observation
 - Subgrade stabilization
 - Grading design
 - Subsurface characterization
 - Earthquake engineering
 - Slope instrumentation and monitoring
 - Laboratory testing
 - Pavement analysis and design
 - Seismic retrofit
 - Fault characterization
2. When County identifies a project that would benefit from Contractor's services, County will request the Contractor prepare and submit a proposal for such project. The Contractor will then propose a detailed scope of services, a not-to-exceed fee, and a timetable for completing the proposed project. If and when County approves the scope of services, not-to-exceed fee, and timetable (the "Approved Project"), County may issue a task order authorizing the Contractor to begin work on the Approved Project. Contractor agrees to complete the Approved Project for an amount equal to or less than the Approved Project not-to-exceed fee and within the time limits set forth in the Approved Project timetable. Contractor's schedule is dependent upon County's and General Contractors means, methods, and schedule, which the Contractor does not control.

Exhibit B

- 1) In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor within thirty (30) days upon receipt of a written itemized invoice clearly identifying the contract number, task order, County project number (if applicable), specific work completed, number of hours involved and breakdown of charges. The Approved Project total not-to-exceed amount will be stipulated in each task order. Costs for services deemed necessary by the County for completion of each task order shall be authorized in writing prior to proceeding with the work. Billing rates for services provided under this Agreement shall be based upon the fee schedule reflected in Attachment A, and by this reference made a part of this Agreement, with discounted rates applying wherever a discount is noted therein. Where a "discounted" rate is listed on the fee schedule, County shall be billed at the discounted rates. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is *unacceptable*. *With prior notification to County, Contractor reserves the right to adjust the rates quoted in this contract based upon any Union or prevailing wage rates increase and/or changes in the industry requirements.*
- 2) Reimbursable Travel Expenses
To the extent that this Agreement authorizes reimbursement to Contractor for travel, lodging, and related expenses, the following restrictions apply:
 - Estimated travel expenses must be submitted to the County's contract contact person for advanced written authorization before such expenses are incurred. No travel expenses are reimbursable under this Agreement unless such written pre-authorization is obtained.
 - The maximum reimbursement amount for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done in San Mateo) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). CONUS rates are set by fiscal year and are effective October 1st through September 30th. The Contractor shall be entitled to mileage at the same rate granted to employees of the County whenever the Contractor is required to travel outside of San Mateo County in the performance of his/her duties under this Agreement.
 - The maximum reimbursement amount for the actual cost of airline and car rental travel expenses ("Air & Car Expenses") shall be a reasonable rate obtained through a cost-competitive travel service (e.g., a travel or car-rental website). Reimbursable air travel is restricted to economy or coach fares (not first class, business class, "economy-plus," or other non-standard classes) and reimbursable car rental rates are restricted to the mid-level size range or below (i.e., full size, standard size, intermediate, compact, or subcompact). No specialty, luxury, premium, SUV, or similar category vehicles may be submitted for reimbursement. Other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis
 - If in doubt about the propriety of LM&I Expenses, Air & Car Expenses, or Other Expenses, Contractor should err on the side of caution and not incur an expense at that level or obtain authorization from the County's contract contact person.
- 3) The Contractor shall also be reimbursed for expenses associated with reproduction (drawings, project manuals, reports, etc.); telephone or fax outside 650, 415, 408, 510, 707, and 925 area codes; and special delivery service.
- 4) The County's total fiscal obligation under this Agreement shall not exceed \$300,000 unless said amount is authorized to be increased by the County Board of Supervisors by written amendment to this agreement. Specific projects that may be assigned to the Contractor shall have individual not-to-exceed amounts as stated in the specific task orders. The sum of individual task order not-to-exceed fees for multiple projects that may be assigned to the Contractor shall not exceed the total \$300,000 not-to-exceed amount for this Agreement

without prior written approval by the County Board of Supervisors.

Exhibit C

General Obligation of Contractor

1. Contractor Personnel

The Contractor shall provide the County with resumes of the key staff members to be assigned to said project in advance of commencing any professional services. Once the County approves the key staff to be assigned to the project, any substitutions or additions shall be subject to written approval by the County. The County reserves the right to reject any personnel the Contractor proposes for use on the project.

Contractor represents that it is qualified to furnish the services described under this Agreement. Contractor further declares that one or more members or employees of its firm and that of any of its sub-Contractors, if so required by the State, are licensed by the State of California to perform their services and that these services will be performed by them or under their direct supervision. Contractor shall furnish to County for approval, upon execution of this Agreement, a list of all firms or corporations to be employed as sub-Contractors.

Nothing in this Agreement abrogates the professional responsibilities of the Contractor and/or sub-Contractors with respect to design defects, errors, omissions, or malpractice.

2. Corrections and/or Revisions

Contractor shall make and provide to the County all necessary corrections and/or revisions to the project design and document when it is determined by the Parks Director or his/her designated representative that such changes are necessary for the project and are due to oversights, omissions or errors of Contractor.

3. General Obligations of County

County shall be responsible for providing any available data required by the Contractor as stipulated in any approved Task Order.

County shall examine documents submitted by Contractor and shall render comments and direction pertaining thereto promptly (up to two weeks or otherwise upon written agreement by County and Contractor), as stipulated in approved Task Orders.

4. Payment Upon Suspension, Abandonment of Project, or Termination of Agreement

If any Task Order is suspended for more than thirty (30) calendar days, or abandoned in whole or in part, Contractor shall be paid for services performed prior to receipt of thirty (30) days written notice from County of such suspension or abandonment, together with reimbursable expenses then due. In the event that the County abandons any Final Task Order the County may specifically authorize additional work necessary to properly close out the project.

If this Agreement or any Task Order is suspended or terminated due to fault of Contractor, County shall be obligated to compensate Contractor only for that portion of Contractor's services that were satisfactorily performed.

5. Performance of Services if Contractor is not Diligent in Performing Work

In the event Contractor is not diligent in pursuing the designated services as specified in each Task Order, the Parks Director or his/her designated representative may, at his/her option, seven (7) days after written notice to Contractor, perform any such required services or retain a different Contractor to do the same, and the cost associated with

having said work completed by means other than the Contractor will be retained from any sums due but not yet paid to the Contractor.

6. **Authorization to Proceed**

Contractor shall commence work upon receipt of the Task Order.

7. **Time of Completion of Each Task**

Contractor agrees to perform the professional services for the Task Order within the time limits set forth in the project schedule required by this Agreement. Any change in the scope of services as outlined in the Task Order will require a revised time table.

County agrees to exercise due diligence in performing its tasks to implement the Contractor's time schedule. Contractor's schedule is dependent upon County's and General Contractors means, methods, and schedule, which the Contractor does not control.

8. **County's Review and Approval**

Between each phase of work and at critical progress points there shall be a review and approval period by County and other agencies. County shall reject Contractor's submittal if changes and/or comments transmitted to Contractor by County during previous review were not addressed by Contractor in current submittal.

9. **Changes in Work**

The Parks Director or his/her designated representative may order changes in scope or character of work in writing which are mutually acceptable, either decreasing or increasing the amount of Contractor's services. In the event that such changes are ordered, Contractor shall be entitled to compensation of all work previously directed by County and performed by Contractor prior to receipt of notice of change. Increased compensation for changes must be agreed to in writing by County, in advance of the work.

In the event that changes are ordered pursuant to this Section, the schedule for progress and completion and compensation as provided with respective Task Order shall be adjusted by negotiation between Contractor and County.

10. **Interest of Contractor/Contractor Independent of County**

In accepting this Agreement, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this services hereunder. Contractor further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed throughout the term of this Agreement. Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the County.

In the performance of the services necessary for compliance with this Agreement, Contractor, and any of its sub-Contractors or employees, shall be, and is at all times considered, an Independent Contractor, and is not an agent or employee of the County. Contractor has, and shall retain, the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting him in the performance of his/her services hereunder to include any and all sub-Contractors employed for the project described herein. Contractor shall be solely responsible for all matters relating to payment of his/her employees,

including compliance with social security, withholding, and all other regulations governing such matters, and shall be solely responsible for his/her own acts and those of his/her subordinates and employees.

11. **General Provisions**

- a. The Contractor acknowledges that time is of the essence for all projects defined in approved Task Order(s) and agrees to complete all work within the time frame as stipulated within said Task Order(s). Time extensions shall only be approved with prior written approval of the County and failure to complete services according to a mutually agreed upon schedule may be grounds for contract termination.
- b. The Contractor upon becoming aware of factors which would result in delays shall be responsible for alerting County to potential delays well in advance in order that possible mitigation measures may be evaluated. Contractor shall detail the nature and reasons for potential delays and shall provide the County with possible mitigation measures for consideration.
- c. On matters pertaining to Task Orders to be performed and the time taken by Contractor to perform such services, the decision of the Parks Director or his/her designated representative will be final after discussions between County and Contractor.
- d. The Contractor warrants that he/she has not employed or retained any company or persons, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **Ownership of Documents**

Consistent with Attachment IP, all tracings, sketches, plans, specifications, estimates, maps, design calculations, quantity calculations, supporting documents, studies, survey notes, and other documents prepared by Contractor or sub-Contractors under the terms of this Agreement shall be delivered to and become the property of the County without restriction or limitation on their use. However, should County re-use or utilize data or drawings not for their intended use then County shall be solely liable and indemnify Contractor against such use. Computer files used by Contractor to produce the final set of plans and specifications shall also be delivered in AutoCAD, Access, Excel and Word electronic form on compact disks or other media acceptable to the County at no additional cost and become the property of the County.

13. **Jobsite Safety and Environmental Protection**

Neither the professional activities of the Contractor nor the presence of the Contractor or his/her employees and sub-Contractors at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety or environmental protection precautions required by any regulatory agencies. The Contractor and his/her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Contractor agrees that the General Contractor is solely responsible for jobsite safety, and environmental protection, and warrants that this intent shall be made evident in the County's Agreement with the General Contractor. The

Contractor also agrees that the County, the Contractor and any other County Contractors that may be providing services at the construction site shall be indemnified and shall be made additional insured's under the General Contractor's general liability insurance policy.

Attachment A

FEE SCHEDULE PERSONNEL FEES AND BASIS OF CHARGES INSPECTIONS, ENGINEERING & SPECIAL SERVICES

	Standard Rate/Hour	Discounted Rate/Hour
* FIELD INSPECTION AND LABORATORY SERVICE		
Steel	\$185.00	\$80.00
Nondestructive - UT, MT, PT	\$190.00	\$80.00
Steel/Visual/UT Combination	\$185.00	\$80.00
Concrete ACI	\$185.00	\$80.00
Concrete ICC	\$185.00	\$80.00
Masonry	\$185.00	\$80.00
Fireproofing	\$185.00	\$80.00
Soil Technician w/Nuclear Gauge and/or Sand Cone (<i>portal-to-portal</i>)	\$185.00	\$82.00
Roofing & Waterproofing	\$185.00	
Specialty Inspector or where formal certification is required	\$185.00	
Field Inspector with Special Enhancement	\$185.00	
Laboratory Technician	\$185.00	
Technician Typist	\$185.00	
** PROFESSIONAL ENGINEERING SERVICES		
Principal Engineer (Civil/Structural)	\$310.00	
Geotechnical Engineer	\$260.00	\$175.00
Consulting Engineer (Civil/Structural)	\$235.00	\$160.00
Associate Engineer, Licensed	\$240.00	\$150.00
Project Manager	\$185.00	\$150.00
Staff Engineer	\$185.00	\$125.00
Field Supervision	\$460.00	\$125.00
ASNT Level III	\$175.00	\$130.00
Drafting	\$125.00	
Quality Control Manager	QOR	
SPECIAL SERVICES		
Portable and Mobile Laboratories, NDT and Soils	QOR	
* Epoxy Bolt/Expansion Anchor Proof Load Testing	\$185.00	\$80.00
* Coring, 1 Person (including equipment)	\$170.00	
* Coring, 2 Persons (including equipment)	\$220.00	
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	\$250.00	
Floor Flatness Testing FF/FL - Equipment Fee \$100/Day	\$250.00	
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - \$30/Kit	\$250.00	
Ferrosan - Equipment Fee \$100/day	\$250.00	
GPR - Equipment Fee \$100/day	\$295.00	
Administration, Secretarial, Special Projects, Notary, Certified Payroll	\$135.00	
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - \$500)	\$300.00	
Welding Procedure Review (less than 48 hours notice - \$500)	\$300.00	
Welder Qualification Test	\$200.00	
DSA Interim Reports	\$150.00	
Geotechnical Pad Letter (less than 48 hours notice - \$500)	\$300.00	\$250.00
Final Letter (less than 48 hours notice - \$500)	\$300.00	\$250.00
EXPERT WITNESS TESTIMONY		
Court appearance, per day	\$1,160.00	
Court appearance, per half day	\$860.00	

* 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 other than supervisory will be charged at applicable rates. Soils testing with nuclear gauge and/or sand cone equipment may require applicable travel and mileage charges for equipment transport and storage per code (portal to portal). Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request. 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	\$25.00/each	
Facsimile Charges. Plus \$1.00/page (n/c for cover page)	\$5.00 minimum	
Wireless Router/Data Card for Jobsite Internet	\$100.00/day	
Parking Fees	At Cost	
Air Travel	Cost Plus 5%	
Outside Services	Cost Plus 20%	
Subsistence (per union contract)	\$85.00/day	
Mileage	Per Exhibit B	
Sample Pickup	\$45.00/each	\$10.00/each
Weekend Sample Pickup	\$75.00/hour	
Project Management & Administration	5% of Monthly Invoice	
Samples Made by Others: Concrete Cylinders	\$100 + Test	
Samples Made by Others: All Other Tests	\$40 + Test	
Laboratory Sample Witness Fee	\$100.00	
EZ Cure Boxes (Thermostatically Controlled Curing Boxes)	QOR	
Returned Check Fee	\$100.00	

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 may be 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.

PAYMENT

Invoices will be submitted monthly or bimonthly for services performed during the preceding month and are payable within thirty (30) days of receipt of invoice. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.

CONCRETE AND MASONRY TESTS

		Standard Rate/Each	Discounted Rate/Each
CONCRETE			
Compressive Strength of Cylindrical Concrete Specimens (6x12)	ASTM C39	\$60.00	\$30.00
Compressive Strength of Cylindrical Concrete Specimens (4x8)	ASTM C39	\$60.00	\$30.00
Compressive Strength of Cylindrical Concrete Specimens (over 8000 psi)	ASTM C39	\$115.00	
Cylinder molds, 6" x 12" and 4" x 8"	ASTM C470	\$50.00	
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	\$70.00	
Obtaining and Testing Sawed Beams and Drilled Cores of Concrete (cores)	ASTM C42	\$90.00	
Flexural Toughness of Fiber Reinforced Concrete (Round Panel)	ASTM C1550	\$330.00	
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	\$230.00	
Flex Beams per Caltrans Test Methods	CT523 and CT524	\$230.00	
Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage 1 Sample)	ASTM C157	\$110.00	
Shotcrete Nozzleman Qualification	ACI 506, ASTM C42 and C1140	\$330.00	
Shotcrete Pre-Qualification Cores	ACI 506, ASTM C42 and C1140	\$80.00	
Shotcrete Production Cores	ASTM C1140	\$80.00	
Coefficient of Thermal Expansion	AASHTO T336	\$400.00	
Determining Density of Structural Lightweight Concrete (Cylinders)	ASTM C567	\$300.00	
Standard Specification for Concrete Made by Volumetric Batching and Mixing	ASTM C685	\$725.00	
Cement Quality Sampling	CBC 2010	\$500.00	
Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	ASTM C472	\$40.00	
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	\$190.00	
Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	ASTM C469	\$170.00	
Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room	CBC	\$110.00	
Density of Hydraulic Cement	ASTM C188	\$145.00	
Testing of Controlled Low Strength Material (CLSM) Test Cylinders	ASTM D4832	\$110.00	
GFRC Pull Test	PCI	\$280.00	
GFRC Flexural Test	PCI	\$280.00	
Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)	ASTM C796	\$65.00	
MASONRY			
Compressive Testing of Grout (Masonry)	ASTM C1019	\$90.00	\$50.00
Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens	ASTM C109	\$90.00	\$50.00
Compressive Strength of Masonry Prisms	ASTM C1314	\$135.00	\$100.00
Testing Concrete Masonry Units and Related Units (Core Compression)	CBC 2105A.4	\$135.00	
Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)	ASTM C780 A7.6	\$90.00	\$50.00
Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)	ASTM C140	\$135.00	
Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)	ASTM C426	\$200.00	
Masonry Core Shear Testing	CBC 2105A.4	\$200.00	
Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)	ASTM C140	\$250.00	
Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence)*	ASTM C67	\$750.00	
Mortar Molds, 2" x 4". Single Use		\$90.00	
Mortar or Grout, Stored and Cured, Not Tested (including mold)		\$90.00	
AGGREGATES (SOILS AND CONCRETE)			
Determining Sieve Analysis of Fine and Coarse Aggregates (Coarse Only)	CT202/ASTM C136	\$165.00	\$120.00
Sieve Analysis of Fine and Coarse Aggregates (Fine Only)	CT202/ASTM C136	\$220.00	\$150.00
Sieve Analysis of Fine and Coarse Aggregates (Wash Included)	CT202/ASTM C117	\$275.00	\$200.00
Sieve Analysis of Fine and Coarse Aggregates (200 Wash Only)	ASTM C117	\$165.00	\$120.00
Evaluating Cleanliness of Coarse Aggregate	CT227	\$275.00	
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88/CT214	\$200.00	
Unit Weight of Aggregate	CT212	\$135.00	
Clay Lumps and Friable Particles in Aggregates	ASTM C142	\$160.00	
Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791/CT235	\$275.00	
Organic Impurities in Fine Aggregates for Concrete	CT213/ASTM C40	\$250.00	
Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate	ASTM C127/CT206	\$250.00	\$200.00
Density, Relative Density (Specific Gravity), and Absorption of Fine Aggregate	ASTM C128/CT207	\$250.00	\$200.00
Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C131(535) and C211	\$400.00	\$300.00
Percentage of Crushed Particles/Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate	ASTM D5821/CT205	\$300.00	
Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)	ASTM C1252/AASHTO T304A	\$300.00	
Sand Equivalent Value of Soils and Fine Aggregate	ASTM D2419/CT217	\$200.00	\$150.00
Durability Index (Fine)	ASTM D3744/CT229	\$300.00	\$250.00
Durability Index (Coarse)	ASTM D3744/CT229	\$300.00	\$250.00
Durability Index (Fine and Coarse)	ASTM D3744/CT229	\$345.00	\$275.00
Lightweight Particles in Aggregate	ASTM C123/AASHTO T113	QOR	
Resistance of Rock to Wetting and Drying	CRD-C169	\$440.00	

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

SOILS, AGGREGATE, ASPHALTIC CONCRETE SERVICES & TESTS

SOILS	Rate/Each	Rate/Each	Standard	Discounted
Direct Shear Test of Soils Under Consolidated Drained Conditions			ASTM D3080	\$400.00
Caltrans Corrosivity Package				\$375.00
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	\$440.00
Pore Water Extraction and Determination of the Soluble Salt Content of Soils by Refractometer			ASTM D4542	\$465.00
Standard Test Method for Particle-Size Analysis of Soils (without Hydrometer)			ASTM D422	\$400.00 \$300.00
Liquid Limit, Plastic Limit, and Plasticity Index of Soils			ASTM D4318/CT204	\$300.00 \$175.00
Laboratory Compaction Characteristics of Soil Using Modified/Standard Effort			ASTM D1557/D698	\$375.00 \$225.00
Hydrometer Only			ASTM D422	\$400.00
pH of Soils			ASTM D4972	\$350.00
Relative Compaction of Untreated and Treated Soils and Aggregates			CT216	\$440.00
Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer			ASTM D2844/CT301	\$275.00
Laboratory Determination of Water(*moisture) Content of Soil and Rock by Mass			ASTM D2216/CT226	\$110.00
Density of Soil in Place by the Drive-Cylinder Method			D2937	\$85.00
Expansion Index of Soils			ASTM D4829	\$300.00
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)			ASTM D5084/CT220	
Lab Compaction Characteristics of Soil 1 Point Proctor (Check Point)			ASTM D698/D1557	\$250.00
Maximum Index Density and Unit Weight of Soils Using a Vibratory Table			ASTM D4253	\$210.00
Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density			ASTM D4254	\$210.00
Density of Hydraulic Cement			ASTM C188	\$190.00
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	
ICP Metals Concentration			EPA 6020	QOR
pH			EPA 9045D	\$400.00
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	\$200.00
Universal Soil Classification System (USCS) Test			ASTM D2487	\$220.00
California Bearing Ratio Test			ASTM D1883	\$275.00
Unconfined Compressive Strength of Cohesive Soil			ASTM D2166/CT221	\$140.00 \$120.00
ASPHALT				
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (Solvent)			ASTM D2172/CT310	\$550.00
Determining Low Temperature Performance Grade (PG) of Asphalt Binders			ASTM 6816	QOR
Thickness/Height of Compacted Bituminous Paving Mixture Specimens (Cores)			ASTM D3549/CT308	\$200.00
Method of Prep of Bituminous Mixture Test Specimens			ASTM D6926/CT304	\$200.00
Bulk Specific Gravity and Density of Compacted Bituminous Mixtures (LTMD)			ASTM D1188 and D2726/CT308	\$750.00 \$350.00
Indirect Tensile (IDT) Strength of Bituminous Mixtures (TSR)			ASTM D6931/CT371	QOR
Mechanical Size Analysis (Coarse and Fine) of Extracted Aggregate			ASTM D5444/CT202	\$300.00
Marshall Stability and Flow of Bituminous Mixtures			ASTM D6927	\$750.00
Theoretical Maximum Specific Gravity and Density (Rice)			ASTM D2041/CT309	\$300.00 \$250.00
Measuring the Permeability of Bituminous Pavements and Seal Coats			CT341	QOR
Swell of Bituminous Mixtures			CT305	\$275.00
Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates in Asphalt Stabilometer Value (1 sample)			ASTM D1461/CT307	\$700.00
Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method			CT366	\$275.00
Determination of Correction Factor of Bituminous Paving Mixtures by the Ignition Method			CT382/ASTM D6307	\$300.00
Determination of Asphalt and Moisture Contents of Bituminous Mixtures by Microwave Oven			CT382/ASTM D6307	\$300.00
Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 6)			CT370	\$300.00
Compressive Strength of Bituminous Mixtures			ASTM D1075	\$2,500.00
			ASTM D1074	\$200.00

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

** Does not include sample preparation or sieve analysis

		Standard Rate/Each
MATERIALS MECHANICAL TESTS		
Mechanical Testing of Steel Products (General Tensile)	ASTM A370	\$350.00
Fillet Weld Break Test for Qualification (Welding)	AWS B4.0	\$150.00
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	
Mechanical Testing of Steel Products (Couplers)	ASTM A370	\$350.00
Impact Testing of Miniaturized Charpy V-Notch Specimens, Notched Bar Impact Testing of Metallic Materials	ASTM E2248 and ASTM E23	
Testing, Practices, and Terminology for Chemical Analysis of Steel Products	ASTM A751	\$250.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #3-#8	ASTM A370 and E290	\$275.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #9-#11	ASTM A370 and E290	\$330.00
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	
Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds	ASTM E190 and AWS B4.0	\$200.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts Only (Tension and Yield)	ASTM F307, F1554 and F606	
Rockwell Hardness of Metallic Materials	ASTM E18	\$110.00
Proof Test for Carbon and Alloy Steel (Nuts Only)	ASTM A194 or A563	\$250.00
Radiographic Examination of Metallic Castings/Weldments	ASTM E94, E1030 and E1032	QOR
Macroetching Metals and Alloys	ASTM E340, E381 and AWS	\$250.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct Tension Indicators, and Rivets (HSB Assemblies)	ASTM F606	
Mechanical Testing of Steel Products (Terminators Tensile)	ASTM A370	\$275.00
Strength for Sewn or Bonded Seams of Geotextiles	ASTM D4884	\$250.00
Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure	ASTM D2261	\$250.00
Breaking Strength and Elongation of Textile Fabrics (Grab Test)	ASTM D5034	\$200.00
Tensile Properties of Fiber Reinforced Polymer Matrix Composite Bars	ASTM D3039	\$750.00
Steel Strand, Uncoated Seven-Wire for Prestressed Concrete	ASTM A416 and A1061	\$1,100.00
FIREPROOFING		
Thickness and Density of Sprayed Fire-Resistive Material (SFRM)	ASTM E605	\$200.00
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kit Only)	ASTM E736	\$55.00

Attachment IP

Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.