

**THIS AGREEMENT**, made and entered into this 26<sup>th</sup> day of February 2019, by and between the County of San Mateo, State of California, hereinafter called the "County" and Construction Testing Services, Inc., hereinafter called the "Contractor."

**W I T N E S S E T H:**

**THAT**, for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**I. Services to be performed by Contractor:** The Contractor will at its own proper cost and expense, do all the work and furnish all the labor, materials, equipment and utilities necessary to perform and complete in good workmanlike and substantial manner, and to the satisfaction of the Director of Parks of the County of San Mateo, for the project

On-Call Geotechnical Engineering Services  
Within San Mateo County Parks  
**Agreement No.** \_\_\_\_\_

and all in strict accordance with Exhibit "A" attached and on file in the office of the Director of Parks, which said Exhibit "A" is hereby specifically referred to and by such reference made a part thereto.

**II. Payments:** The Contractor will receive and accept and the County will pay the prices specified in Exhibit "A", attached to this Agreement and on file in the office of the Director of Parks of the County of San Mateo and by reference made a part of this Agreement, as full compensation for furnishing all labor, materials and equipment for doing all the work contemplated and embraced in this Agreement.

Payment to the Contractor shall be made progressively by the County for the work and materials furnished under this Agreement in accordance with the provisions of Section 9 of the Standard Specifications.

**III. Term:** Time is of the essence in the Agreement. Subject to compliance with all terms and conditions, the Term of this Agreement shall be from February 26, 2019, through February 25, 2022.

**IV. Merger Clause:** This Agreement, together with Exhibit "A": by this reference become as fully a part of the Contract as if hereto attached or herein set forth in full. The Standard Specifications of the County of San Mateo, State of California, which are identical with the Standard Specifications of the State of California, Business, Transportation, and Housing Agency, Department of Transportation, dated May 2006, and are on file with the County Manager / Clerk of the Board, County of San Mateo, are incorporated herein by reference as a part of the Contract documents and shall apply to this project except where the terms of this Agreement or other Contract documents are inconsistent therewith, in which case the provisions of this Contract shall prevail.

**V. Insurance:** The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained. The Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract. Certificates of Insurance shall be filed with the County within **TEN (10) WORKING DAYS** after award of the contract. These certificates shall specify or be endorsed to provide that **THIRTY (30) CALENDAR DAYS'** notice must be given, in writing, to County

of any pending change in the limits of liability or of any cancellation or modifications of the policy.

**A. Worker's Compensation and Employer's Liability Insurance**

The Contractor shall have in effect during the entire life of this Contract, Worker's Compensation and Employer's Liability Insurance providing full statutory coverage; and in case any work is sublet, the Contractor shall require all subcontractors similarly to provide Worker's Compensation and Employer's Liability Insurance to full statutory limits. In signing this Contract, the Contractor makes the following certifications, required by Section 1861 of the Labor Code:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract."

**B. Liability Insurance**

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her and any sub-contractor performing work covered by this Contract, from claims for damages for bodily injury, including accidental death, as well as from claims for property damage including third party property damage, to include coverage on property in the care, custody and control of the Contractor, and also including coverage for what are commonly known

as the "X, C and U" exclusions (having to do with blasting, collapse and underground property damage), which may arise from the Contractor's operations under this Contract, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be **ONE MILLION DOLLARS (\$1,000,000)** combined single bodily injury and property damage for each occurrence. The County of San Mateo, their officers, agents, servants and employees, shall be named as additional insureds on any such policies of insurance, which shall also contain a provision stating that the insurance afforded thereby to the County of San Mateo, their officers, agents, servants, and employees, shall be primary insurance to the full limits of liability of the policy, and that if the County of San Mateo, or their officers and employees, have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only.

**Such statements, mentioned above, shall be included on a separate endorsement to be submitted to the County with the Certificate of Insurance.**

**Such insurance shall include:**

- 1) Comprehensive General Liability..... \$1,000,000**
- 2) Motor Vehicle Liability Insurance..... \$1,000,000**
- 3) Professional Liability..... \$1,000,000**

**C. In case of the breach of any provision of this Article, the County, at its**

option, may take out and maintain at the expense of the Contractor, or sub-contractor, such insurance as the County may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due, or become due, to the Contractor, under this Contract.

**D. Hold Harmless**

The Contractor's attention is directed to Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

The provisions contained in Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications of the State of California, Department of Transportation, shall be applicable with the understanding that where said provisions specifically refer to the State of California, a department or division of the State or an official, officer or employee of the State, said provision shall be interpreted to refer to the County of San Mateo, and all officers and employees thereof connected with the work, including but not limited to the Director of Parks, their duly authorized representatives, other appropriate department, division, official, officer or employee of the County of San Mateo .

The provisions of Section 7-1.12A, "Indemnification," of the Standard Specifications are superseded by the following:

"To the full extent permitted by law, Contractor shall indemnify and save harmless the County, its officers, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of:

- i. Injuries to or death of any person, including Contractor, its officers, employees and servants, or
- ii. Damage to any property of any kind whatsoever and to whomsoever belonging, or
- iii. Any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with applicable laws, or
- iv. Any other loss or cost resulting from the contractor's negligent or reckless acts or omissions or willful misconduct in connection with the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damages for which the County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend, as set forth In Section 2778 of the California Civil Code.

The obligations set forth in this Section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.”

**E. Compensation**

All insurance required by the paragraphs of this section shall be obtained and maintained by the Contractor at his own expense and County shall not compensate Contractor for said insurance expenses other than as they are included in the Contract prices the County pays for the various items of work.

Nothing herein contained shall be construed as limiting in anyway the extent to which the Contractor may be held responsible for payments of damages resulting from his operation.

**VI. Prevailing Wage:** Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code,

Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Parks, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774.

California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

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

**VII. California Labor Code:** The Contractor expressly covenants and agrees to comply with all the provisions of the Labor Code of the State of California. Any labor on public works over eight (8) hours during any one calendar day, and forty (40) hours in any one calendar week, shall comply with California overtime laws. Contractor agrees to the payment of not less than the prevailing wage rates, when applicable, and further agrees to the forfeitures provided for in said Labor Code and as set forth in Section 7, "Legal Relations and Responsibility," of the Standard Specifications and all amendments thereto, in the event of a violation of any of the provisions thereof during the course of execution of this Contract.

The Contractor expressly agrees to be responsible for compliance with all the

provisions of Sections 1771, 1771.4, 1774-1776, 1777.5, 1813, 1815, and 1860 of the California Labor Code. Additionally, in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation to his or her employees.

**VIII. Non-Discrimination and Other Requirements:**

- A. General Non-discrimination: No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. Equal Employment Opportunity: Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. Section 504 of the Rehabilitation Act of 1973: Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement.



This Section applies only to contractors who are providing services to members of the public under this Agreement.

- D. Compliance with County's Equal Benefits Ordinance:** Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.
- E. Discrimination Against Individuals with Disabilities:** The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- F. History of Discrimination:** Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall

provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

- G. Reporting; Violation of Non-discrimination Provisions:** Contractor shall report to the County 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 the Section titled “Compliance with Laws”. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

1. Termination of this Agreement;
2. Disqualification of the Contractor from being considered for or being awarded a County

contract for a period of up to 3 years;

3. 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.

**IX. 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 in the Section 16 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.

X. **Termination of Agreement:** The Contract may be terminated by the County in the event the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his sub-contractors should violate any of the provisions of the Contract, or if he should persistently or repeatedly refuse, or should fail, except in cases where extension of time is provided, to furnish enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors, or for materials or labor, or persistently disregard laws, ordinances, or the instructions of the County. In the event of any of the foregoing conditions, the County is authorized and directed to serve written notice upon the Contractor and his Surety of its intention to terminate the Contract, such notice to contain the reasons for action and unless within **TWO (2) CALENDAR DAYS** after serving of such notice such conditions shall be remedied and satisfactory arrangements for continuation be made, the Contract shall, upon expiration of **TWO (2) CALENDAR DAYS**, cease and terminate. In the event of any such termination, the County may take over the work and prosecute the same to completion by Contract or by any other method he may deem advisable, and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the County for any excess cost occasioned thereby, and in such event, the County may without liability to so doing take possession of and utilize such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work, and necessary therefore. In such cases, the

Contractor shall not be entitled to receive any further payment until the work is completed.

The County Purchasing Agent may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.

This Agreement is subject to termination as provided by Section 4410 and Section 4411 of the Government Code of the State of California, being portions of the Emergency Termination of Public Contracts Act of 1949. In the event that the Contract is terminated pursuant to said sections, compensation to the Contractor shall be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the work for which there is a separate Agreement price, the Agreement price shall control.

**XI. Compliance with Laws:** All services to be performed, and materials used in the work, 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.

**XII. Assignability:** Neither party to the Agreement shall assign the Agreement or sublet it as a whole without written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. The Contractor shall neither mortgage nor convey title to equipment or material to be used in this work, without the written permission of the County.

**XIII. Contract Materials:** The County hereby promises and agrees with the said Contractor to employ and does hereby employ the said Contractor to provide the materials, unless

otherwise specified, and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth, and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**XIV. Retention of Records; Right to Monitor and Audit:**

1. 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.
2. Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.
3. 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.

**XV.** In no event, shall the compensation paid to Contractor by County under this Agreement exceed the amount of **\$300,000.00 (THREE HUNDRED THOUSAND DOLLARS)** unless approved by the Director of Parks pursuant to a written amendment or supplemental agreement.

**XVI. Construction Claims:** The Contractor is hereby notified of Section 9204 and Section 20104 et seq. of the Public Contract Code as those Sections (attached hereto as Exhibit B) relates to the resolution of construction claims and to Section 3186 of the Civil Code, as amended January 1, 1999 with regard to stop notices and public entity's rights to retain monies in order to provide for that entity's reasonable cost of litigation. The Contractor is further notified that all provisions of Sections 9204 et seq. and 20104 et seq. of the Public Contract Code and Section 3186 of the Civil Code, as outlined above, shall be considered as incorporated into and become integral part of this contract.



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

For Contractor: Construction Testing Services, Inc.

James E. Doyle

**Construction Testing Services**  
**2118 Rheem Drive**  
**Pleasanton, CA 94588**

  
Contractor Signature

2-21-19  
Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

# EXHIBIT “A”

## **I. Detailed description of services to be performed by Contractor:**

### **Geotechnical Engineering – Scope of Work**

Contractor may be asked to provide a variety of services, including, but not limited to:

- Slope stability analysis and evaluation;
- Identification of appropriate erosion control measures and strategies in coastal environments and along creek corridors;
- Site inspections and monitoring;
- Subsurface investigations and hazard assessments;
- Soils-structure interaction analysis;
- Soils and materials reports; and
- Peer review of reports, plans, and calculations; and
- Other tasks normally performed by a geotechnical engineer.

Upon receipt of a task order outlining the requested scope of services, Contractor shall, within one business week, provide Department with a cost estimate and project schedule. Once the Department has approved, in writing, the fee for services and project schedule, Contractor shall schedule and coordinate a project kick-off meeting. In emergency situations, Contractor may be asked to provide cost estimates and project schedules in less than one business week.

If deemed necessary, in the sole discretion of the Department, Contractor maybe required to contract with sub-consultant(s) for supportive services. Should Contractor be required to contract with sub-consultant(s) for supportive services, all sub-consultant(s) shall satisfy all County contracting standards, requirements, best practices, and regulations.

**2019 FEE SCHEDULE - P15484 1/11/19**  
**PERSONNEL FEES AND BASIS OF CHARGES**  
**INSPECTIONS, ENGINEERING & SPECIAL SERVICES**

	Standard Rate/Hour	Discounted Rate/Hour
<b>* FIELD INSPECTION AND LABORATORY SERVICE</b>		
Steel	\$218.00	
Nondestructive - UT, MT, PT	\$223.00	
Steel Visual/UT Combination	\$223.00	
Concrete ACI	<del>\$248.00</del>	\$150.00
Concrete ICC	\$218.00	\$150.00
Masonry	\$218.00	
Fireproofing	\$218.00	
Soil Technician w/Nuclear Gauge and/or Sand Cone <i>(portal-to-portal)</i>	<del>\$248.00</del>	\$150.00
Asphalt Technician <i>(portal-to-portal)</i>	<del>\$248.00</del>	\$150.00
Shoring/Soldier Piers	\$218.00	
Roofing & Waterproofing	\$218.00	
Multi-Disciplined Inspector	\$218.00	
Inspector Requiring G1 Pay Grade	\$253.00	
Specialty Inspector or Where Formal Certification is Required	\$218.00	
Field Inspector with Special Enhancement	\$218.00	
Laboratory Technician	\$218.00	
Technician Typist	\$218.00	
<b>**PROFESSIONAL ENGINEERING SERVICES</b>		
Principal Engineer (Civil/Structural)	\$353.00	
Geotechnical Engineer	<del>\$363.00</del>	\$250.00
Consulting Engineer (Civil/Structural)	\$273.00	\$200.00
Associate Engineer, Licensed	<del>\$248.00</del>	\$190.00
Project Manager	<del>\$248.00</del>	\$180.00
Staff Engineer	<del>\$248.00</del>	\$180.00
Field Supervision	\$193.00	
ASNT Level III	\$208.00	
Drafting	\$153.00	
Quality Control Manager	QOR	
<b>SPECIAL SERVICES</b>		
Portable and Mobile Laboratories, NDT and Soils	QOR	
* Epoxy Bolt/Expansion Anchor - Installation Observation	\$218.00	
* Epoxy Bolt/Expansion Anchor Proof Load Testing <i>(portal-to-portal)</i>	\$218.00	
* Coring, 1 Person (including equipment) <i>(portal-to-portal)</i>	\$278.00	
* Coring, 2 Persons (including equipment) <i>(portal-to-portal)</i>	\$443.00	
* Asphalt Coring <i>(portal-to-portal)</i>	\$303.00	
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, Skidmore - Equipment Fee \$115/Day <i>(portal-to-portal)</i>	\$288.00	
Floor Flatness Testing FF/FL - Equipment Fee \$115/Day <i>(portal-to-portal)</i>	\$288.00	
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - \$55/Kit <i>(portal-to-portal)</i>	\$288.00	ASTM F1869
Relative Humidity Testing - \$75/Kit <i>(portal-to-portal)</i>	\$288.00	ASTM F2170
Ferroskan - Equipment Fee \$115/day <i>(portal-to-portal)</i>	\$288.00	
GPR - Equipment Fee \$115/day <i>(portal-to-portal)</i>	\$343.00	
Administration, Secretarial, Special Projects, Notary, Certified Payroll	\$183.00	
Concrete/GROUT/Mortar Mix Design Review (less than 48 hours notice - \$500)	\$345.00	\$300.00
Welding Procedure Review (less than 48 hours notice - \$500)	\$345.00	
Welder Qualification Test	\$233.00	
DSA Interim Reports	\$178.00	
Geotechnical Pad Letter (less than 48 hours notice - \$550)	<del>\$346.00</del>	\$300.00
Final Letter (less than 48 hours notice - \$550)	\$345.00	\$300.00
<b>EXPERT WITNESS TESTIMONY</b>		
Court appearance, per day	\$2,420.00	
Court appearance, per half day	\$1,210.00	

\* Field inspection and laboratory technician services will be billed in accordance with minimums shown on Basis of Charges  
\*\*Professional engineering services will be billed in two hour increments.

## BASIS OF CHARGES

### GENERAL

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services will be charged at applicable rates and will require travel and mileage charges for equipment transport and storage per code (portal to portal) from the nearest CTS laboratory. Soils testing with nuclear gauge and/or sand cone equipment and inspections requiring equipment will require applicable travel and mileage charges for equipment transport and storage per code (portal-to-portal) from the nearest CTS laboratory. Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request. With prior notification to Client, charges are subject to change at any time. Construction Testing Services reserves the right to adjust the rates quoted in this contract based upon any Union or prevailing wage increases and/or changes in any industry requirements.

### MINIMUM HOURLY CHARGES – INSPECTION

Technician personnel and the following minimum charges are contractual commitment:

One-half day or less	4 Hours
Over one-half day	8 Hours
Show-up time (less than 2 hours notice = 4 hour charge)	2 Hours

### WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 6:00 am and 6:00 pm Monday through Friday. Premium time is as follows:

Overtime, Weekdays and Saturdays (first 8 hours)	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and Holidays	3 x quoted hourly rate
Shift differential, swing and graveyard - (Work performed between 2:00 pm and 4:00 am)	12.5%/hour additional to base or quoted rate.

### MISCELLANEOUS CHARGES - Only Where Applicable

Notary Services Fee	\$40.00/each
Facsimile Charges: Pkts \$1.00/page (n/c for cover page)	\$7.00/minimum
Wireless Router/Data Card for Jobsite Internet	\$135.00/day
iPad Monthly Rental Fee	\$100.00/month
Electronic Reporting Fees/Subscriptions (PlanGrid, BIM, etc.)	At Cost
Parking Fees	At Cost
Air Travel	Cost Plus 10%
Outside Services	Cost Plus 20%
Subsistence (per union contract)	\$130.00/day
Mileage	Standard Federal Rate
Sample Pickup	\$26.00/each
Weekend Sample Pickup	\$106.00/each
Project Administration	10% of Monthly Invoice
Samples Made by Others: Concrete Cylinders	\$130 + Test
Samples Made by Others: All Other Tests	\$55.00 + Test
Laboratory Sample Witness Fee	\$130.00
Laboratory Sample Storage Fee (per sample)	\$120.00
EZ Cure Boxes (Thermostatically Controlled Curing Boxes)	QOR
Returned Check Fee	\$150.00

### TESTS

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of \$100.00 for any engineering report. Please note some tests maybe tested by subconsultants. Samples delivered to the laboratory after 3:00pm or samples needing results within 24 hours will incur a 50% mark-up.

### INSURANCE

The liability of Construction Testing Services (CTS) is limited to CTS's contract value.

### PAYMENT

Invoices will be submitted monthly or bimonthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.

## CONCRETE AND MASONRY TESTS

		Standard Rate/Each	Discounted Rate/Each
<b>CONCRETE</b>			
Compressive Strength of Cylindrical Concrete Specimens (6x12)	ASTM C39	\$84.00	\$50.00
Compressive Strength of Cylindrical Concrete Specimens (4x8)	ASTM C39	\$84.00	\$50.00
Compressive Strength of Cylindrical Concrete Specimens (Over 8000 PSI)	ASTM C39	\$143.00	
Cylinder molds: 6" x 12" and 4" x 8"	ASTM C470	\$72.00	
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	\$64.00	
Obtaining and Testing Sawed Beams and Drilled Cores of Concrete (Cores)	ASTM C42	\$121.00	
Flexural Toughness of Fiber Reinforced Concrete (Round Panel)	ASTM C1560	\$440.00	
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	\$308.00	
Flex Beams per Caltrans Test Methods	CT523 and CT524	\$308.00	
Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage, 1 Sample)	ASTM C157	\$150.00	
Shotcrete Nozzleman Qualification Letter (Per Nozzleman, Per Position)	ACI 506, ASTM C42 and C1140	\$440.00	
Shotcrete Pre-Qualification Cores (Compression and Visual)	ACI 506, ASTM C42 and C1140	\$110.00	
Shotcrete Production Cores	ASTM C1140	\$110.00	
Coefficient of Thermal Expansion	AASHTO T336	\$535.00	
Determining Density of Structural Lightweight Concrete (Cylinders)	ASTM C567	\$405.00	
Standard Specification for Concrete Made by Volumetric Batching and Mixing	ASTM C685	\$965.00	
Cement Quality Sampling	CBC 2010	\$667.00	
Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	ASTM C472	\$55.00	
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	\$253.00	
Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	ASTM C489	\$215.00	
Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room	CBC	\$150.00	
Density of Hydraulic Cement	ASTM C188	\$195.00	
Testing of Controlled Low Strength Material (CLSM) Test Cylinders	ASTM D4832	\$150.00	
GFRC Pull Test	PCI	\$374.00	
GFRC Flexural Test	PCI	\$374.00	
Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)	ASTM C796	\$525.00	
<b>MASONRY</b>			
Compressive Testing of Grout (Masonry)	ASTM C1019	\$121.00	\$80.00
Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens	ASTM C109	\$121.00	\$80.00
Compressive Strength of Masonry Prisms	ASTM C1314	\$187.00	
Testing Concrete Masonry Units and Related Units (Core Compression)	CBC 2105A.4	\$187.00	
Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)	ASTM C780 A7.6	\$121.00	
Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)	ASTM C140	\$184.00	
Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)	ASTM C426	\$270.00	
Masonry Core Shear Testing	CBC 2105A.4	\$270.00	
Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)	ASTM C140	\$340.00	
Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence)*	ASTM C87	\$1,000.00	
Mortar Molds: 2" x 4". Single Use		\$121.00	
Mortar or Grout, Stored and Cured, Not Tested (Including Mold)		\$121.00	
<b>AGGREGATES (SOILS AND CONCRETE)</b>			
Determining Sieve Analysis of Fine and Coarse Aggregates (Coarse Only)	CT202/ASTM C136	\$226.00	\$160.00
Sieve Analysis of Fine and Coarse Aggregates (Fine Only)	CT202/ASTM C136	\$296.00	\$200.00
Sieve Analysis of Fine and Coarse Aggregates (Wash Included)	CT202/ASTM C117	\$270.00	\$275.00
Sieve Analysis of Fine and Coarse Aggregates (200 Wash Only)	ASTM C117	\$220.00	\$160.00
Evaluating Cleanness of Coarse Aggregate	CT227	\$370.00	
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88/CT214	\$275.00	
Unit Weight of Aggregate	CT212	\$158.00	
Clay Lumps and Friable Particles in Aggregates	ASTM C142	\$215.00	
Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791/CT235	\$370.00	
Organic Impurities in Fine Aggregates for Concrete	CT213/ASTM C40	\$336.00	
Density, Relative Density(Specific Gravity), and Absorption of Coarse Aggregate	ASTM C127/CT206	\$336.00	\$250.00
Density, Relative Density(Specific Gravity), and Absorption of Fine Aggregate	ASTM C128/CT207	\$336.00	\$250.00
Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C131(535) and C211	\$536.00	\$400.00
Percentage of Crushed Particles/Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate	ASTM D5821/CT205	\$405.00	
Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)	ASTM C1252/AASHTO T304A	\$405.00	\$300.00
Sand Equivalent Value of Soils and Fine Aggregate	ASTM D2419/CT217	\$270.00	\$200.00
Durability Index (Fine)	ASTM D3744/CT229	\$405.00	\$325.00
Durability Index (Coarse)	ASTM D3744/CT229	\$405.00	\$325.00
Durability Index (Fine and Coarse)	ASTM D 3744/CT229	\$405.00	\$325.00
Lightweight Particles in Aggregate	ASTM C123/AASHTO T113	QOR	
Resistance of Rock to Wetting and Drying	CRD-C169	\$590.00	

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

# SOILS, AGGREGATE, ASPHALTIC CONCRETE SERVICES & TESTS

SOILS		Standard Rate/Each	Discounted Rate/Each
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	\$535.00	
Caltrans Corrosivity Package		\$505.00	
Determining Field and Laboratory Resistivity and pH Measurements for Soil and Water	CT843	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	\$590.00	
Pore Water Extraction and Determination of the Soluble Sulf Content of Soils by Refractometer	ASTM D4542	\$625.00	
Standard Test Method for Particle-Size Analysis of Soils (without Hydrometer)	ASTM D422	\$535.00	\$400.00
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318/CT204	\$535.00	\$400.00
Laboratory Compaction Characteristics of Soil Using Modified/Standard Effort	ASTM D1557/D698	\$502.00	\$300.00
Hydrometer Only	ASTM D422	\$535.00	
pH of Soils	ASTM D4972	\$467.00	
Relative Compaction of Untreated and Treated Soils and Aggregates	CT216	\$690.00	\$400.00
Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer	ASTM D2844/CT301	\$590.00	\$400.00
Laboratory Determination of Water (moisture) Content of Soil and Rock by Mass	ASTM D2216/CT226	\$160.00	
Density of Soil in Place by the Drive-Cylinder Method	D2937	\$116.00	
Expansion Index of Soils	ASTM D4829	\$405.00	
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)	ASTM D5084/CT220	\$550.00	
Lab Compaction Characteristics of Soil 1 Point Proctor (Check Point)	ASTM D698/D1557	\$337.00	
Maximum Index Density and Unit Weight of Soils Using a Vibratory Table	ASTM D4253	\$285.00	
Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density	ASTM D4254	\$285.00	
Density of Hydraulic Cement	ASTM C188	\$253.00	
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, Xylenes, %SS	EPA 8015B	QOR	
ICP Metals Concentration	EPA 6020	QOR	
pH	EPA 9045D	\$535.00	
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	\$270.00	
Universal Soil Classification System (USCS) Test	ASTM D2487	\$300.00	
California Bearing Ratio Test	ASTM D1883	\$370.00	
Unconfined Compressive Strength of Cohesive Soil	ASTM D2166/CT221	\$187.00	\$135.00
ASPHALT			
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (Solvent)	ASTM D2172/CT310	\$732.00	
Determining Low Temperature Performance Grade (PG) of Asphalt Binders	ASTM 6816	QOR	
Thickness/Height of Compacted Bituminous Paving Mixture Specimens (Cores)	ASTM D3549/CT308	\$270.00	\$125.00
Method of Prep of Bituminous Mixture Test Specimens	ASTM D6928/CT304	\$270.00	
Bulk Specific Gravity and Density of Compacted Bituminous Mixtures (LTMD)	ASTM D1188 and D2726/CT308	\$600.00	\$500.00
Indirect Tensile (IDT) Strength of Bituminous Mixtures (TSR)	ASTM D6931/CT371	\$3,146.00	
Mechanical Size Analysis (Coarse and Fine) of Extracted Aggregate	ASTM D5444/CT202	\$405.00	
Marshall Stability and Flow of Bituminous Mixtures	ASTM D6927	\$990.00	
Theoretical Maximum Specific Gravity and Density (Rice)	ASTM D2041/CT309	\$406.00	\$325.00
Measuring the Permeability of Bituminous Pavements and Seal Coats	CT341		
Swell of Bituminous Mixtures	CT305	\$370.00	
Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates in Asphalt	ASTM D1461/CT307	\$930.00	
Stabilometer Value (1 sample)	CT368	\$370.00	
Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method	CT382/ASTM D6307	\$405.00	
Determination of Correction Factor of Bituminous Paving Mixtures by the Ignition Method	CT382/ASTM D6307	\$405.00	
Determination of Asphalt and Moisture Contents of Bituminous Mixtures by Microwave Oven	CT370	\$405.00	
Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 6)	ASTM D1075	\$3,330.00	
Compressive Strength of Bituminous Mixtures	ASTM D1074	\$270.00	
Hamburg Wheel Track	AASHTO T324	\$3,630.00	
Moisture Susceptibility	AASHTO T283	\$3,630.00	

\* 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	Discounted
		Rate/Each	Rate/Each
<b>MATERIALS MECHANICAL TESTS</b>			
Mechanical Testing of Steel Products (General Tensile)	ASTM A370	\$470.00	
Fillet Weld Break Test for Qualification (Welding)	AWS B4.0	\$205.00	
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	\$470.00	
Mechanical Testing of Steel Products (Couplers)	ASTM A370	\$460.00	
Impact Testing of Miniaturized Charpy V-Notch Specimens, Notched Bar Impact Testing of Metallic Materials	ASTM E2248 and ASTM E23	QOR	
Testing, Practices, and Terminology for Chemical Analysis of Steel Products	ASTM A751	\$336.00	
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #3-#8	ASTM A370 and E290	\$370.00	\$225.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #9-#11	ASTM A370 and E290	\$440.00	\$325.00
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	\$440.00	
Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds	ASTM E190 and AWS B4.0	\$270.00	
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts Only (Tension and Yield)	ASTM F307, F1554 and F606	\$526.00	
Rockwell Hardness of Metallic Materials	ASTM F18	\$150.00	
Proof Test for Carbon and Alloy Steel (Nuts Only)	ASTM A194 or A563	\$337.00	
Radiographic Examination of Metallic Castings/Weldments	ASTM E94, E1030 and E1032	QOR	
Macroetching Metals and Alloys	ASTM E340, E381 and AWS	\$337.00	
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct Tension Indicators, and Rivets (HSB Assemblies)	ASTM F606	\$370.00	
Mechanical Testing of Steel Products (Terminators Tensile)	ASTM A370	\$370.00	
Strength for Sewn or Bonded Seams of Geotextiles	ASTM D4884	\$330.00	
Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure	ASTM D2261	\$336.00	
Breaking Strength and Elongation of Textile Fabrics (Grab Test)	ASTM D5034	\$270.00	
Tensile Properties of Fiber Reinforced Polymer Matrix Composite Bars	ASTM D3039	\$990.00	
Steel Strand, Uncoated Seven-Wire for Prestressed Concrete	ASTM A416 and A1061	\$1,463.00	
<b>FIREPROOFING</b>			
Thickness and Density of Sprayed Fire-Resistive Material (SFRM)	ASTM E605	\$270.00	
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kit Only)	ASTM E736	\$77.00	
<b>CONTACT INFORMATION</b>			
Headquarters: 2118 Rheem Drive • Pleasanton, CA 94588 • P 925.462.5151 • F 925.462.5183			
Peninsula: One Embarcadero Center, Suite 535 • San Francisco, CA 94111 • P 415.334.4747 • F 415.438.2357			
Oakland: 246 30th Street, Suite 101 • Oakland, CA 94601 • P 510.444.4747 • F 510.835.1825			
San Jose: 2033 Gateway Place, #500 • San Jose, CA 95110 • P 408.573.6992 • F 408.437.1201			
Stockton: 343 East Main Street, #711 • Stockton, CA 95202 • P 209.507.7555 • F 209.507.7554			
Rocklin: 4400 Yankee Hill Road • Rocklin, CA 95677 • P 916.419.4747 • F 916.419.4774			
Las Vegas: 3842 E. Post Road • Las Vegas, NV 89120 • P 702.257.4747 • F 702.257.4718			

## II. Amount and Method of Payment:

Payment will be made within 30 days of receipt in our Accounting Department of a written itemized invoice identifying the Agreement Number, complete scope of work, specific work complete, location of work, and breakdown of charges. Payments will be made only once for each location listed on Exhibit "A", once the work is completed and the County is properly invoiced. Invoices should be sent out monthly.

In any event, the total payment for services of Contractor shall not exceed **\$300,000.00**, and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

By signing this Agreement, the Contractor acknowledges that they are registered as a Public Works Contractor on the [www.dir.ca.gov](http://www.dir.ca.gov) website.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

### **III. Notice to Proceed**

Contractor shall commence work upon receipt of a Notice to Proceed establishing start date, work duration, and completion date.

### **IV. Changes in Work**

The Director of Parks or its designated representative may order changes, in writing, to the scope or character of work which are mutually acceptable, either decreasing or increasing the amount and duration 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.



## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)



a. Employs fewer than 15 persons.



b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

CARLA Cabotage

Name of Contractor(s):

Construction Testing Services, Inc

Street Address or P.O. Box:

2118 Rheem Drive

City, State, Zip Code:

Pleasanton, CA 94588

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

Signature:



Title of Authorized Official:

V.P. Contracts Mgr.

Date:

2-21-19

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

## **Attachment IP**

### **Intellectual Property Rights**

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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.