

Amended and Restated
Master City of San José Consultant Agreement
(Capital Projects)
(CPMS Contract No. 8753-2)

This amended and restated Master Agreement ("Master Agreement") is between the City of San José, a municipal corporation ("City"), and Signet Testing Laboratories, Inc., a Delaware corporation authorized to do business in California ("Consultant").

This Master Agreement is made and entered into this ____ day of _____ 2019 ("Contract Date").

The City and Consultant previously entered into an agreement for specialty inspection and materials testing services for the San Jose-Santa Clara Regional Wastewater Facility Capital Improvement Program on June 19, 2018 ("Original Agreement"). The City and Consultant desire to amend and restate the Original Agreement in its entirety through this Master Agreement to allow for premium pay and change insurance requirements.

THE CITY AND CONSULTANT AGREE AS FOLLOWS:

1. AGREEMENT SCOPE

- 1.1 **General:** The Consultant will provide professional consulting services to the City on an as-needed basis pursuant to individual service orders issued in accordance with the terms and conditions of this Master Agreement. The type of professional consulting services the Consultant will provide can be described generally as: Special Inspection and Materials Testing Services for the San Jose-Santa Clara Regional Wastewater Facility Capital Improvement Program
- 1.2 **Exhibits:** This Master Agreement consists of this agreement form, all Approved Service Orders (defined in Subsection 3.2 below), and the following exhibits, which are incorporated herein by reference:
- Exhibit A:** Approved Service Order Form
- Exhibit B:** Schedule of Rates and Charges
- Exhibit C:** Insurance Requirements
- 1.3 **Director:** "Director" means the Director of Environmental Services Department or the Director's designee.
- 1.4 **Business Days:** "Business Day" and "Business Days" means the day(s) on which City Hall is open to conduct regular business with the public.
- 1.5 **Entire Agreement:** This Master Agreement is the final, complete and exclusive understanding of the parties as to the matters contained herein. It supersedes all prior communications and understandings regarding such matters.
- 1.6 **Amendments:** This Master Agreement may be modified only by a written amendment executed by the parties.

2. AGREEMENT TERM

The term of this Master Agreement is from the Contract Date to December 31, 2023, inclusive, unless terminated earlier pursuant to Section 19 below.

3. SERVICE ORDERS

- 3.1 **General:** The Consultant will provide professional services to the City pursuant to individual service orders. Each service order will describe the services and deliverables (collectively "Work") the Consultant must provide, the time limit within which the Consultant must complete the Work and the compensation for the Work.
- 3.2 **Approved Service Order:** The City will not compensate the Consultant for any Work until the Director has executed the service order for such Work ("Approved Service Order").
- 3.3 **Obligation to Issue:** The City has no obligation to issue any Approved Service Orders under this Master Agreement. The City may issue any number of Approved Service Orders provided that the sum of the maximum compensation of all Approved Service Orders cannot exceed the Maximum Total Compensation (defined in Subsection 10.1 below).
- 3.4 **Preparation:** Each Approved Service Order will be in substantially the form specified in **Exhibit A**. Subject to the terms and conditions of this Master Agreement, the Consultant and the City will negotiate the specific requirements of each Approved Service Order.
- 3.4.1 **Director's Request to Prepare Proposal:** The Director will request the Consultant prepare a written service order proposal. The Director will either request the Consultant to include a draft scope of Work in its proposal, or provide the Consultant with a draft scope of Work upon which the Consultant must base its proposal.
- 3.4.2 **Meeting/Site Inspection:** As part of the Director's request for the Consultant to prepare a service order proposal, the Director may require the Consultant to meet to discuss the scope and location of the Work, the schedule of performance, and any other relevant details. The Director may also require the Consultant to conduct a site inspection for the purpose of identifying any issues that may need to be included in the scope of Work.
- 3.4.3 **Consultant Proposal:** The Consultant will prepare a written service order proposal in accordance with the Director's request. The Consultant will provide the proposal in both paper and electronic form. The proposal must include, but is not limited to, the following:
- The proposed scope of Work;
 - The name and assignment of each of Consultant's professional employees who will be principally responsible for performing the Work;
 - The names of any subconsultants the Consultant would use and the portion of Work they would perform;
 - A time schedule and cost for providing the Work; and
 - Any other information requested by the Director.
- 3.4.4 **Final Service Order:** Once the Consultant and the Director agree on the terms and conditions of the proposed service order, the City will prepare the final service order.
- 3.5 **Incorporation of Terms and Conditions:** Each Approved Service Order incorporates the terms and conditions of this Master Agreement, and becomes a part of this Master Agreement.
- 3.5.1 **No Conflicts:** An Approved Service Order must be consistent with – and can not alter – the terms and conditions of this Master Agreement.

3.5.2 Agreement Controls: The terms and conditions of this Master Agreement control over the terms and conditions contained in an Approved Service Order – even if the Approved Service Order expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Service Order are invalid and unenforceable.

3.6 Performance: Subject to Subsection 3.5 above, the Consultant must perform the Work in accordance with the specific requirements of the Approved Service Order. The Consultant must coordinate and cooperate with City staff, consultants and contractors in performing the Work, and must perform the Work to the Director's satisfaction.

4. DESIGN SERVICE REQUIREMENTS

4.1 General: This Section applies to any design services the Consultant performs as part of an Approved Service Order.

4.2 Standard Documents: The Consultant is, or will become, familiar with the City of San José, Department of Public Works, Standard Specifications, dated July 1992 (and any amendments thereto), the City of San José, Department of Public Works, Standard Details, dated July 1992 (and any amendments thereto), and any other standard documents the City uses to design and implement its capital projects (collectively "Standard Project Documents").

4.3 Use of Standard Documents: Unless the Director provides prior written approval to the contrary, the final design documents prepared by the Consultant must be based on, and must incorporate, the Standard Project Documents.

5. CITY'S CONTRACT MANAGER

Attachment B of each Approved Service Order will identify the City's contract manager. The City can change its contract manager by providing the Consultant with written notice.

6. CONSULTANT'S STAFFING

6.1 Consultant's Contract Manager and Other Staffing: Attachment B of each Approved Service Order will identify the following:

- The Consultant's contract manager, and
- The Consultant(s) and/or employee(s) of the Consultant *principally responsible* for providing the Work.

Attachment B will also indicate whether any of the identified persons are required to file a Statement of Economic Interests, Form 700 ("Form 700"), provided that the individual does not have a current Form 700 on file with the City Clerk for a separate agreement with the City. Anyone required to file a Form 700 must do so in accordance with the requirements of Subsection 17.2 below.

6.2 Contract Manager's Authority: The Consultant's contract manager must be authorized to act on behalf of the Consultant for purposes of decisions regarding the Approved Service Order.

6.3 Staffing Changes: The Director's prior written approval is required for the Consultant to remove, replace or add to any of its staffing identified in Attachment B of an Approved Service Order.

7. USE OF SUBCONSULTANTS

- 7.1 **Authority to Use:** Attachment B of each Approved Service Order will state whether or not the Consultant can use subconsultants to provide any part of the Work. If Attachment B does not authorize the Consultant to use subconsultants, then the Director's prior written approval is required for the Consultant to use a subconsultant to perform any part of the Work.
- 7.2 **Use of Subconsultants:** If Attachment B of an Approved Service Order authorizes the use of one or more subconsultants, then it will identify the name of each such subconsultant and the portion of Work each such subconsultant will perform. The Director's prior written consent is required for the Consultant to remove, replace or add to the subconsultants identified in Attachment B.
- 7.3 **Subconsultant Work:** The Consultant warrants all services and deliverables provided by any subconsultant it uses, and represents that each such subconsultant is specially trained, experienced, and competent to perform its portion of the Work.

8. INDEPENDENT CONTRACTOR

- 8.1 **General:** The Consultant has complete control over its operations and employees, and is an independent contractor. The Consultant is not an agent or employee of the City, and does not represent or act as the City's agent or employee. The Consultant does not have any rights to retirement benefits or other benefits accruing to City employees, and expressly waives any claim it may have to any such rights.
- 8.2 **Subcontractors:** As an independent contractor, the Consultant has complete control over its subconsultants, subcontractors, suppliers, agents and any other person or entity with whom the Consultant contracts in furtherance of this Master Agreement and/or any Approved Service Order (collectively "Subcontractors"). Subject to the requirements of Section 7 above, the Consultant is solely responsible for selecting, managing and compensating its Subcontractors, and for ensuring they comply with this Master Agreement.
- 8.3 **Indemnity:** The Consultant shall place in each Subcontractor agreement indemnity obligations in favor of the City in the exact form and substance of those contained in Section 11 below.

9. STANDARD OF PERFORMANCE

The Consultant represents that it will only perform Work for which it possesses all necessary training, licenses and permits. The Consultant represents that its performance of all such Work will conform to the standard of practice of a professional that specializes in performing professional services of a like nature and complexity.

10. COMPENSATION

- 10.1 **Maximum Compensation:** There is a maximum compensation for this Agreement and a separate maximum compensation for each Approved Service Order.
- 10.1.1 **Maximum Total Compensation – Agreement:** The maximum *total, aggregate* compensation the City will pay the Consultant for all professional fees, costs and expenses for all Approved Service Orders issued under this Master Agreement shall not exceed \$3,000,000 ("Maximum Total Compensation").
- 10.1.2 **Maximum Compensation – Service Order:** The cover page of each Approved Service Order will specify the maximum amount payable to the Consultant for all professional

fees, costs and expenses related to the Consultant providing the Work ("Maximum Service Order Compensation"). The Consultant shall complete all Work required by the Approved Service Order for no more than the Maximum Service Order Compensation.

- 10.2 Exhibit B – Schedule of Rates and Charges:** Exhibit B sets forth a schedule of the Consultant's rates and charges ("Schedule of Rates and Charges") that applies to any services provided in an Approved Task Order on a time and materials basis. The Schedule of Rates and Charges is subject to the following requirements:

10.2.1 Premium Pay: "Premium Pay" is a special pay rate for working during times that are less desirable, such as weekends, holidays or late shifts. The City will pay the Consultant Premium Pay for special inspection and materials testing services only if: (a) the Approved Service Order requires the inspection and materials testing services outside regular business hours, (b) the City has provided prior written approval to perform the special inspection and materials testing services outside of regular business hours, and (c) the Schedule of Rates and Charges sets forth the amount of Premium Pay for such special inspection and materials testing services

10.2.2 No Increases: The City will not increase the Schedule of Rates and Charges during the Master Agreement term.

10.2.3 Conflict: In the event of a discrepancy between this Section and the Schedule of Rates and Charges, this Section governs.

- 10.3 Compensation Table:** Attachment C of each Approved Service Order is a compensation table setting forth the manner in which the City will pay the Maximum Service Order Compensation ("Compensation Table"). Each Compensation Table is subject to the terms and conditions set forth below in Subsections 10.4 through 10.7.

- 10.4 Compensation Table – Part 1:** Part 1 of the Compensation Table addresses compensation for the various tasks performed in accordance with the Approved Service Order. The following terms and conditions apply to Part 1 of the Compensation Table.

10.4.1 Task Numbers (Column 1): Column 1 sets forth the task number(s) for which the City will compensate the Consultant. Each task number corresponds to the same task number in Attachment A of the Approved Service Order. If a task number included in Attachment A is not included in the Compensation Table, then the City will not compensate the Consultant separately for that task, and payment for such task is deemed included in the other task(s) for which the Consultant is receiving compensation.

10.4.2 Basis of Compensation (Column 2): Column 2 identifies whether the City will pay the Consultant for the task(s) on a time-and-materials basis or on a fixed-fee (or lump-sum) basis.

10.4.3 Invoice Period (Column 3): Column 3 identifies when the Consultant must submit its invoice for payment. If invoicing is monthly, the Consultant must submit its invoice to the City by the 10th Business Day of each month for Work completed during the previous month. If invoicing is upon the completion of a task or group of tasks, the Consultant must submit its invoice to the Director within 20 Business Days following completion of the task(s) to the Director's satisfaction. If invoicing is upon the completion of all Work, the Consultant must submit its invoice to the Director within 20 Business Days following completion of all Work to the Director's satisfaction.

10.4.3.1 Invoice: Each invoice must include sufficient information and supporting documents to establish to the Director's satisfaction that the Consultant is

entitled to the payment requested. The City will pay the undisputed portion of the invoice amount within 20 Business Days of the Director's approval of such undisputed amount.

10.4.3.2 Invoices Based on Time and Materials: If time and materials is the basis of compensation, then the Consultant will base its invoice on the hours, professional fees, costs, and charges associated with the Work completed during the invoice period. If the Consultant is entitled to reimbursable expenses and/or separate payment for subconsultant costs, the invoice will include such expenses and/or costs associated with the Work completed during the invoice period. The City will compensate the Consultant in accordance with the Schedule of Rates and Charges attached to this Master Agreement as **Exhibit B**.

10.4.3.3 Monthly Invoices Based on Fixed Fee: If the Consultant invoices monthly for a "fixed fee," then the Consultant will base its monthly invoice on the percentage of Work completed during the previous month. If the task(s) completed the previous month involve the Consultant performing construction administration services, the percentage of work completed during the previous month will be measured based on the percentage of construction completed during the previous month. If the Consultant is entitled to reimbursable expenses and/or separate payment for subconsultant costs, the invoice will include such expenses and/or costs incurred during the previous month.

10.4.4 Compensation (Column 4): Column 4 sets forth the total compensation the City will pay the Consultant for completing the task(s).

10.4.4.1 Time & Materials: If time and materials is the basis of compensation, then the amount in Column 4 is a "not-to-exceed" or maximum amount. Any hours worked for which payment would result in a total exceeding the amount in Column 4 is at no cost to the City. If the Consultant completes the task(s) for less than the amount set forth in Column 4, the Director (in the Director's sole discretion) *may* use the cost savings to increase the budget of another task. The Director must authorize such reallocation of cost savings in writing.

10.4.4.2 Fixed Fee: If "fixed fee" is the basis of compensation, then the Consultant must complete the task(s) for the amount set forth in Column 4. Any hours worked for which payment would result in a total exceeding the amount in Column 4 are at no cost to the City.

10.5 Compensation Table – Part 2: Part 2 of the Compensation Table indicates whether or not the City will reimburse the Consultant separately for expenses incurred in providing the Work. The following terms and conditions apply if the City reimburses the Consultant separately for expenses.

10.5.1 Subconsultants: The cost of subconsultants is not treated as a reimbursable expense. Subsection 10.6 below addresses payment for the cost of subconsultants.

10.5.2 Maximum Amount of Reimbursable Expenses: The City will reimburse the Consultant for expenses up to the maximum amount set forth in the last column of Part 2. Any expenses that the Consultant incurs in excess of the stated maximum are at no cost to the City.

10.5.3 Expenses That Are Reimbursable: Any reimbursement to the Consultant is limited to the expenses set forth below in the Reimbursable Expense Schedule. The City will reimburse these expenses at actual cost only unless a markup is specified.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Telephone and facsimile transmission charges.	No Markup
4.	The rental of any specialized equipment to the extent the City's contract manager has preapproved, in writing, the cost of such rental.	As specified, not to exceed 10%
5.	With the written pre-authorization of the City's contract manager, mileage and other travel-related expenses to the same extent that the City reimburses its employees pursuant to the Employee Travel Policy (City Policy Manual, Sections 1.8.2 and 1.8.3). The Consultant acknowledges that it has received a copy of Sections 1.8.2 and 1.8.3 and is familiar with these sections of the Employee Travel Policy.	No Markup
6.	Any expenses expressly identified as being reimbursable in the Schedule of Rates and Charges or in an Approved Service Order.	As specified, not to exceed 10%

10.6 Compensation Table – Part 3: Part 3 indicates whether the City will compensate the Consultant separately for subconsultant costs incurred in providing any part of the Work. If the City will compensate the Consultant for subconsultant costs, the City will do so in accordance with the following terms and conditions.

10.6.1 Actual Costs: The Consultant can invoice the City for no more than the actual cost of each subconsultant plus a specified markup not to exceed 5%.

10.6.2 Schedule of Rates and Charges: Any subconsultant rates and charges set forth in the *Schedule of Rates and Charges* must be the subconsultant's actual rates and charges exclusive of any markup. The City will compensate the Consultant in accordance with those rates and charges.

10.6.3 Maximum Amount: For each Approved Service Order, the City will compensate the Consultant for all subconsultants in a total amount not to exceed the amount set forth in the last column of Part 3. Any additional subconsultant costs that the Consultant incurs in excess of the specified maximum amount are at no cost to the City.

10.7 Prevailing Wage - General: In accordance with Chapter 14.09 of Title 14 of the San José Municipal Code, entitled "Prevailing Wage Requirements for City Contracts Involving Public Works," certain work performed by the Consultant may be subject to the payment of prevailing

wages under Chapter 1 of Part 7 of the California Labor Code, starting with Labor Code Section 1720, which requires the payment of prevailing wages to all workers performing "construction." For purposes of this Master Agreement, "construction" has the meaning set forth in California Labor Code Section 1720(a) and includes construction-oriented work performed during the design and preconstruction phases, such as inspection, surveying, drilling, trenching, and excavation ("Construction").

10.7.1 Prevailing Wage Requirement: Notwithstanding anything to the contrary in this Master Agreement, the Consultant shall pay, or cause to be paid, the applicable prevailing wage to all workers performing work pursuant to an Approved Service Order if the work is prevailing wage work under the California Labor Code. The applicable prevailing wage shall be the wage rate established by the State Department of Industrial Relations for the applicable job classification.

10.7.2 Records: The Consultant shall maintain, or cause to be maintained, all records documenting the payment of prevailing wages, including, but not limited to, certified payroll records conforming to California Labor Code Section 1776. The Consultant shall maintain these records in accordance with the requirements of Subsection 16.1 of this Master Agreement. The Consultant shall provide to the City, at no cost to the City, a copy of all such records within 10 Business Days of a request for such records by the division of the City responsible for labor compliance.

10.7.3 Subcontractors: The Consultant shall include these provisions in all Subcontractor agreements involving Construction.

10.8 Tax Forms Required: The following are conditions on the City's obligation to process any payment under the Master Agreement or any Approved Service Order:

10.9.1 U.S. Based Person or Entity: If the Consultant is a U.S. based person or entity, the Consultant acknowledges and agrees that the Consultant is required to provide the City with a properly completed Internal Revenue Service Form W-9 before the City will process payment. If the Consultant is a U.S. based person or entity, but has neither a permanent place of business in California nor is registered with the California Secretary of State to do business in California, the Consultant acknowledges and agrees that the Consultant is required to provide the City with a properly completed California Franchise Tax Board form related to nonresident withholding of California source income.

10.8.2 Non-U.S. Based Person or Entity: If the Consultant is not a U.S. based person or entity, the Consultant acknowledges and agrees that the Consultant is required to provide the City with the applicable Internal Revenue Service form related to its foreign status and a California Franchise Tax Board form related to nonresident withholding before the City will process payment.

11. INDEMNIFICATION

11.1 Indemnification: The Consultant will defend, indemnify and hold harmless the City and its officers, employees and agents against all claims, losses, damages, injuries, expenses or liabilities (collectively "Indemnifiable Event") to the extent such Indemnifiable Event arises out of, pertains to, or relates to any of the following: (a) the Consultant's negligent performance of any Services, (b) any negligent act or omission, recklessness or willful misconduct of the Consultant, any of its subcontractors, anyone directly or indirectly employed by either the Consultant or any of its subcontractors, or anyone that they control, (c) any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person(s) caused by the City's use of any Services, deliverables or other items provided by the Consultant

pursuant to the requirements of this Master Agreement, or (d) any breach of this Master Agreement.

11.2 Omitted.

11.3 **Applicable Law/Duty to Defend:** The Consultant's indemnity obligations apply to the maximum extent allowed by law and includes defending the City, its officers, employees and agents as set forth in Section 2778 and 2782.8 of the California Civil Code. Upon the City's written request, the Consultant, at its own expense, must defend any suit or action that is subject to the Consultant's indemnity obligations.

11.4 **Insurance:** The City's acceptance of any insurance in accordance with Section 12 of this Master Agreement does not relieve the Consultant from its indemnity obligations. The Consultant's indemnity obligations apply whether or not the insurance required by this Master Agreement covers any damages or claims for damages.

11.5 **Survival:** The Consultant's obligations survive the expiration or earlier termination of the Master Agreement.

12. INSURANCE REQUIREMENTS

12.1 **General:** The Consultant shall comply with the insurance requirements set forth in **Exhibit C** for the Master Agreement term.

12.2 **Documentation:** Before performing any services, the Consultant must submit to the City's designated risk manager ("Risk Manager"), for the Risk Manager's written approval, all documents demonstrating compliance with the requirements of **Exhibit C**.

12.3 **Changes:** The Risk Manager may amend or waive, in writing, any of the requirements contained in **Exhibit C**.

13. OWNERSHIP OF WORK PRODUCT

13.1 **Ownership:** The City owns all rights in and to any of the following work product (including electronic equivalents) without restriction or limitation upon their use immediately when and as created by the Consultant or any other person engaged directly or indirectly by the Consultant to perform the Consultant's services pursuant to an Approved Service Order: reports, drawings, plans, data, software, models, elevations, sections, details, schedules, diagrams, specifications, studies, surveys, information, sketches, and documents or other materials developed or discovered (collectively "Work Product").

13.2 **Copyright:** To the extent permitted by Title 17 of the United States Code, the Work Product is deemed a work for hire and all copyrights in such Work Product are the property of the City. In the event it is ever determined that any Work Product is not a work for hire under United States law, the Consultant hereby assigns to the City all copyrights to such works when and as created.

13.3 **City's Reuse:** Notwithstanding Subsection 13.1, the City's reuse of any Work Product is subject to California Business and Professions Code Sections 5536.25, 6735, 6735.3, 6735.4 or 8761.2, whichever is applicable.

13.4 **Consultant's Reuse:** With the Director's prior written consent, the Consultant may retain and use copies of the Work Product for reference and as documentation of experience and capabilities.

14. DISCLOSURE OF WORK PRODUCT

- 14.1 Prohibition:** Except as authorized by the Director or as otherwise required by law, the Consultant shall not disclose any of the following to a third party: (a) Work Product, (b) discussions between the City and Consultant, or (c) information prepared, developed or received by the Consultant or any of its Subcontractors in the course of performing any Work.
- 14.2 Notification:** The Consultant will immediately notify the Director if it is requested by a third party to disclose any Work Product, discussions or information that the Consultant is otherwise prohibited from disclosing.
- 14.3 Limit on Prohibition:** The prohibition in Subsection 14.1 above does not apply to disclosures by and between the Consultant and its Subcontractors that are needed to perform any Work.
- 14.4 Survival:** This Section 14 survives the expiration or earlier termination of this Master Agreement.

15. AUDIT/INSPECTION OF RECORDS

- 15.1 Retention Period:** The Consultant shall retain the following records (collectively "Records") for a minimum of 3 years from the date of the City's final payment to the Consultant under this Master Agreement or for any longer period required by law:
- All ledgers, books of accounts, invoices, vouchers, canceled checks, and other records relating to the Consultant's charges for performing services, or to the Consultant's expenditures and disbursements charged to the City; and
 - All Work Product and other records evidencing Consultant's performance.
- 15.2 Producing Records:** At any time during the Master Agreement term or during the period of time that the Consultant is required to retain the Records, the City Manager, the Director, the City Attorney, the City Auditor, or a designated representative of any of these officers may request, in writing, production of all or a portion of the Records. The Consultant shall produce the requested Records at City Hall during normal business hours, or at any other location and time mutually agreed upon by the parties. The Consultant shall produce the requested Records at no cost to the City.
- 15.3 State Auditor:** In accordance with Government Code Section 8546.7, the Consultant may be subject to audit by the California State Auditor with regard to the Consultant's performance of this Master Agreement if the compensation if the Maximum Total Compensation exceeds \$10,000.

16. NONDISCRIMINATION/NON-PREFERENCE

- 16.1 Prohibition:** The Consultant shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin. This prohibition applies to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.

16.2 Conditions of Prohibition: The prohibition in Subsection 16.1 is subject to the following conditions:

16.2.1 Reasonable Accommodation: The prohibition is not intended to preclude the Consultant from providing a reasonable accommodation to a person with a disability.

16.2.2 Compliance Reports: The City's "Compliance Officer", as defined in Section 4.08.020 of the San José Municipal Code, is responsible for administering this Section 16. The Compliance Officer may require the Consultant to file, and cause any Subcontractor to file, reports demonstrating compliance with this Section 16. Any such reports shall be filed in the form and at such times as the Compliance Officer designates. They shall contain such information, data and/or records as the Compliance Officer determines is needed to show compliance with this provision.

16.2.3 Waiver: The Compliance Officer may waive any of the requirements of this Section if the Compliance Officer determines that the Consultant has its own nondiscrimination/nonpreference requirements or is bound in the performance of this Master Agreement by the nondiscrimination/nonpreference requirements of another governmental agency, and the nondiscrimination/nonpreference provisions of the Consultant or other governmental agency are substantially the same as those imposed by the City.

16.2.4 Violation: A violation of the prohibition or any part of this Section 16 constitutes the following: (a) a material breach of this Master Agreement; (b) a misdemeanor violation of Chapter 4.08 of the San José Municipal Code; and (c) a ground for debarment in accordance with Chapter 4.10 of the San José Municipal Code.

16.3 Subcontracts: The Consultant shall include the requirements of this Section in each subcontract that it enters into in furtherance of this Master Agreement.

17. CONFLICT OF INTEREST

17.1 General: The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Master Agreement. The Consultant certifies that, as of the Contract Date, it was unaware of any facts constituting a conflict of interest or creating an appearance of a conflict of interest. The Consultant shall avoid all conflicts of interest or appearances of conflicts of interest in performing this Master Agreement. The Consultant has the obligation of determining if the manner in which it performs any part of this Master Agreement results in a conflict of interest or an appearance of a conflict of interest, and shall immediately notify the City in writing if it becomes aware of any facts giving rise to a conflict of interest or the appearance of a conflict of interest.

17.2 Filing Form 700: In accordance with the California Political Reform Act (Government Code Section 81000 et seq.), the Consultant shall cause each person performing services under this Master Agreement, and identified in Attachment B of an Approved Service Order as having to file a Form 700 to do each of the following:

- Disclose the categories of economic interests in Form 700 as required by the Director;
- Complete and file the Form 700 no later than 30 calendar days after the date the person begins performing services under the Approved Service Order and all subsequent Form 700s in conformance with the requirements specified in the California Political Reform Act; and

- File the original Form 700 with the City's Clerk with a copy submitted to the Director.

17.3 Future Services: The Consultant acknowledges each of the following with regard to performing future services for the City:

- The Consultant's performance of Work in an Approved Service Order may create an actual or appearance of a conflict of interest with regard to the Consultant performing or participating in the performance of some related **future** services, particularly when the Work in an Approved Service Order comprises one element or aspect of a multi-phase process or project;
- Such an actual or appearance of a conflict of interest would be a ground for the City to disqualify the Consultant from performing or participating in the performance of such future services; and
- The Consultant is solely responsible for considering what potential conflicts of interest, if any, performing Work in an Approved Service Order might have on its ability to obtain contracts to perform future services.

17.4 Violations: The Consultant's violation of Subsections 17.1 or 17.2 above is a material breach.

18. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

18.1 General: The Consultant shall perform its obligations under this Master Agreement in conformance with City Council Policy 1-19, entitled "Prohibition of City Funding for Purchase of Single serving Bottled Water," and City Council Policy 4-6, entitled "Environmentally Preferable Procurement Policy."

18.2 Prohibition of City Funding for Purchase of Single Serving Bottled Water: The City's policy is that City funds should not be used for the purchase of single-serving bottled water except for any of the following:

- Public safety emergencies, investigations and extended deployments or activation of the Office of Emergency Services;
- Situations where there is a high risk of cross-contamination with non-potable water; or
- Situations where there are no reasonable alternatives to bottled water, such as large public events and when large quantities of water need to be distributed for health and safety reasons.

An invoice seeking reimbursement from City for the cost of single-serving bottled water under one of the above exceptions must be accompanied by a waiver form provided by the City and signed by the Director.

18.3 Environmentally Preferable Procurement Policy: The Environmentally Preferable Procurement Policy, along with a brief policy description, is located on the City's website at the following link: <http://www.sanjosca.gov/esd/natural-energy-resources/epp.htm>. Environmental procurement policies and activities related to the completion of any Work will include, whenever practicable, but are not limited to:

- The use of recycled and/or recyclable products in daily operations (i.e. 30%, 50%, 100% PCW paper, chlorine process free, triclosan free hand cleaner, etc.);
- The use of energy-star compliant equipment;

- The use of alternative fuel and hybrid vehicles, and implementation of protocols aimed at increasing the efficiency of vehicle operation;
- The implementation of internal waste reduction and reuse protocol(s); and
- Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products.

19. TERMINATION

- 19.1 For Convenience:** The Director may terminate this Master Agreement and/or any Approved Service Order(s) at any time and for any reason by giving the Consultant written notice of the termination. The written notice must set forth the effective date of the termination, which must be at least 7 Business Days' after the date of the written notice.
- 19.2 For Cause:** The Director may terminate this Master Agreement and/or any Approved Service Order(s) immediately upon written notice for any material breach by the Consultant. If the Director terminates the Master Agreement and/or any Approved Service Order(s) for cause and obtains the same services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.
- 19.3 Delivery of Work:** If the Director terminates the Master Agreement and/or any Approved Service Order(s) – whether for convenience or for cause – the Director has the option of requiring the Consultant to provide to the City any finished or unfinished Work Product prepared by the Consultant up to the date of Consultant's receipt of the written notice of termination.
- 19.4 Compensation:** The City will pay the Consultant the reasonable value of Work satisfactorily rendered by the Consultant to the City up to the date of Consultant's receipt of the written notice of termination. For Work to be "satisfactorily rendered," the Director must determine that the Consultant provided the Work in accordance with the terms and conditions of this Master Agreement and/or any applicable Approved Service Order. The Director will determine the reasonable value of satisfactorily rendered Work based on the Schedule of Rates and Charges and the Compensation Table attached to the appropriate Approved Service Order.
- 19.5 Receipt of Notice:** For purposes of this provision, the Consultant's receipt of the written notice of termination will be determined based on the date of actual receipt or based on Subsection 20.2 below, whichever occurs first.

20. NOTICES

- 20.1 Manner of Giving Notice:** All notices and other communications required by this Master Agreement must be in writing, and must be made via e-mail, personal service or United States mail, postage prepaid.
- 20.2 When Effective:** A notice or other communication that is e-mailed is effective when sent provided the sender receives an acknowledgement from the intended recipient (e.g. return receipt, return e-mail, or other written acknowledgement). A notice or other communication that is personally serviced is effective when personally delivered. A notice or other communication that is mailed is effective 3 Business Days after deposit in the United States mail.
- 20.3 To Whom Given:** All notices and other communications between the parties regarding a specific Approved Service Order must be given to the contract managers identified in the Approved Service Order. All notices and other communications between the parties regarding the Master

Agreement must be given to the individuals identified below using the appropriate contact information for giving notice:

To the City: City of San José
Department of Public Works,
Attn: Paul Krukar
700 Los Esteros Road Mailing
San Jose, CA 95134
(408) 635-6652
Paul.krukar@sanjoseca.gov

To the Consultant: Signet Testing Laboratories, Inc.
Attn: Carla Collins
3526 Breakwater Court
Hayward, CA 94545
(510) 887-8484
ccollins@signettesting.com

- 20.4 Changing Contact Information:** Either party may change its contact information for receiving written notices and communications regarding the Master Agreement by providing notice of such change to the other party pursuant to this Section 20.

21. MISCELLANEOUS

- 21.1 Gifts Prohibited:** The Consultant represents that it is familiar with Chapter 12.08 of the San José Municipal Code, which generally prohibits a City officer or designated employee from accepting any gift. The Consultant shall not offer any City officer or designated employee any gift prohibited by Chapter 12.08. The Consultant's violation of this Subsection 21.1 is a material breach.
- 21.2 Disqualification of Former Employees:** The Consultant represents that it is familiar with Chapter 12.10 of the City's Municipal Code, which generally prohibits a former City officer and former designated employee from providing services to the City connected with his/her former duties or official responsibilities. The Consultant shall not use either directly or indirectly any officer, employee or agent to perform any services if doing so would violate Chapter 12.10. The Consultant's violation of this Subsection 21.2 is a material breach.
- 21.3 Waiver of a Violation:** The City's waiver of any violation of this Master Agreement by the Consultant is not a waiver of any other violation by the Consultant.
- 21.4 Acceptance of Services Not a Waiver:** The City's acceptance of any service or deliverable is not a waiver or release of any professional duty of care applicable to such service or deliverable, or of any right of indemnification, any insurance requirements, or any other term or condition of this Master Agreement.
- 21.5 Compliance with Laws:** The Consultant shall perform all services consistent with all applicable federal, state and local laws, ordinances, codes and regulations. This obligation is not limited in any way by the Consultant's obligation to comply with any specific law, ordinance, code or regulation set forth elsewhere in this Master Agreement.
- 21.6 Business Tax:** The Consultant represents and warrants that it currently has a City business tax certificate or exemption, if qualified, and will maintain such certificate or exemption for the Master Agreement term.
- 21.7 Assignability:** Except to the extent this Master Agreement authorizes the Consultant to use

Subcontractors, the Consultant shall not assign any part of this Master Agreement without the Director's prior written consent. *The Director, at the Director's discretion, may terminate this Master Agreement if a violation of this provision occurs.*

- 21.8 Governing Law:** California law governs the construction and enforcement of this Master Agreement.
- 21.9 Disputes:** Any litigation resulting from this Master Agreement will be filed in and resolved by a *federal or state court in California.*
- 21.10 Survival of Provisions:** If a court finds any part of this Master Agreement unenforceable, all other parts shall remain enforceable.
- 21.11 Headings:** The section and exhibit headings are for convenience only and are not to be used in its construction.

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IN WITNESS WHEREOF, the City and Consultant have caused this Master Agreement to be executed by their respective duly authorized representatives as follows.

NOTE: The Consultant must make one of the following representations by placing its initials in the space provided. **The City will not process the Master Agreement unless the Consultant has initialed one of the provisions.**

 ST The Consultant certifies that the Consultant has a permanent place of business in California or is registered with the California Secretary of State to do business in California. The Consultant will file a California tax return and withhold on payments of California source income to nonresidents when required. If the Consultant ceases to have a permanent place of business in California or ceases to do any of the above, the Consultant will promptly notify the City at the address specified in Subsection 20.3 of this Master Agreement.

Or

 If the Consultant is unable to make the above certification, the Consultant acknowledges and agrees to provide the City with the applicable tax forms issued by the Internal Revenue Service and California Franchise Tax Board, as applicable, as specified in Section 10.9 of this Master Agreement.

City of San José

By _____
Name: Toni J. Taber, CMC
Title: City Clerk
Date _____

Consultant
By *[Signature]* 5/10/2019
Name: Robert V. Tadlock
Title: President/CEO
Date _____

Approval as to Form (City Attorney):

☐ **Form Approved by the Office of the City Attorney**
(Maximum Total Compensation is \$100,000 or less, and standard provisions of the form are not altered.)

By *[Signature]* 5/10/2019
Name: Dave Palermo
Title: CFO
Date _____

☐ **Approved as to Form:**
[Signature] 6/11/19
Egan Hill
Sr. Deputy City Attorney
Date _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



State of California
County of Sacramento
Subscribed and sworn to (or affirmed) before me on this 10 day
of May, 2019, by Robert Tadlock and
David Palermo, proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.
Signature *[Signature]* (Seal)

Exhibit A
Master City of San José Consultant Agreement
Approved Service Order Form
(Capital Projects)

Cover Page

1a. CPMS Contract No.: [Insert CPMS No.]	1B. AC Contract No.: [Insert AC No.]		
2. Approved Service Order No. [Insert Number]			
3. Consultant's Name: [Insert Consultant's Legal Name as it Appears on the Master Agreement]			
4. Project Name: [Insert Name of Project for which Consultant will provide services] ("Project")			
5. Project Location: [Insert the location of the Project, if applicable]			
6. The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page and Attachments "A" (Tasks), "B" (Terms and Conditions), "C" (Compensation Table), and "D" (Schedule of Specific Services) which are incorporated herein by references.			
7. Budget/Fiscal:			
a. Current unencumbered amount in Master Agreement:	\$ 		
b. Maximum Service Order Compensation for this Approved Service Order:	\$ 		
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$ 		
d. Appropriation Certification: I certify that an unexpended appropriation in the amount of the Maximum Service Order Compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.			
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Authorized Signature: _____		Date: _____	
8. Division Analyst Approval: _____ Date: _____			
9. Consultant Approval: _____ Date: _____			
10. Approval as to Form (City Attorney):			
<input type="checkbox"/> Service Order Form Approved by the Office of the City Attorney (Maximum Service Order Compensation is \$100,000 or less, and the provisions of the service order form are not altered.)			
<input type="checkbox"/> Approved as to Form: _____ Date: _____ (Sr.) Deputy City Attorney			
11. City Director Approval: _____ Date: _____			

Attachment A: Tasks

The Consultant shall provide the services and deliverables set forth in this **Attachment A**. The Consultant shall provide all services and deliverables required by this **Attachment A** to the satisfaction of the City's contract manager.

General Description of Project for which Consultant will Provide Services: [Insert a general project description to provide context for the tasks.]

Task No. 1: [Insert title of deliverable.]

- A. **Services:** [Insert a description of the services required to perform or develop the deliverable. See the instructions for a sample list of questions that should be answered by the description.]
- B. **Deliverable:** [Insert a description of the deliverable.]
- C. **Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
 - ☐ On or before the following date: _____.
 - ☐ On or before ____ Business Days from _____.

Task No. 2: [Insert title of deliverable.]

- A. **Services:** [Insert a description of the services required to perform or develop the deliverable. See the instructions for a sample list of questions that should be answered by the description.]
- B. **Deliverable:** [Insert a description of the deliverable.]
- C. **Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
 - ☐ On or before the following date: _____.
 - ☐ On or before ____ Business Days from _____.

Task No. 3: [Insert title of deliverable.]

- A. **Services:** [Insert a description of the services required to perform or develop the deliverable. See the instructions for a sample list of questions that should be answered by the description.]
- B. **Deliverable:** [Insert a description of the deliverable.]
- C. **Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
 - ☐ On or before the following date: _____.
 - ☐ On or before ____ Business Days from _____.

Attachment B: Terms and Conditions

1. **City's Contract Manager:** The City's contract manager for this Approved Service Order is:

Name:	Phone No.:
Department:	E-mail:
Address:	

2. **Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract manager for this Approved Service Order, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the services and deliverables. *If an individual identified below does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, and is required to file a Form 700, the Consultant must comply with the requirements of Subsection 17.2 of the Master Agreement, entitled "Filing Form 700."*

<u>Consultant's Contract Manager</u>		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
Name:	Phone No.:			
Address:	E-mail:			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1.				
2.				
3.				

3. **Subconsultants:** Whichever of the following is marked applies to this Approved Service Order:

- ☐ The Consultant can ***not*** use any subconsultants.
- ☐ The Consultant can use the following subconsultants to assist in providing the required services and deliverables:

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1.	
2.	
3.	

4. **Reimbursable Expenses:** If the Compensation Table set forth in **Attachment C** of this Approved Service Order states that the City will reimburse the Consultant for expenses, then only the expenses identified in Subsection 10.5.3 of the Master Agreement are Reimbursable Expenses unless the following box is marked and additional reimbursable expenses are set forth:

- ☐ In addition to the expenses identified in Subsection 10.5.3 of the Master Agreement, the following expenses are Reimbursable Expenses:

<u>Additional Reimbursable Expense(s)</u>	<u>Mark-up</u>
1. _____	_____
2. _____	_____
3. _____	_____

Notwithstanding the foregoing, any additional reimbursable expense(s) set forth in the above table will be disregarded if the Compensation Table states that the City will *not* reimburse the Consultant for any expenses.

Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement.

Part 1 – Compensation for Services and Deliverables						
Column 1	Column 2		Column 3			Column 4
Task Nos. from Attachment A	Basis of Compensation		Invoice Period			Compensation
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
Part 2 – Reimbursable Expenses						
<input type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:			\$
Part 3 – Subconsultant Costs						
<input type="checkbox"/> Subconsultant costs are <i>not</i> separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.			<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:			\$
Maximum Service Order Compensation (sum of Parts 1 through 3):						\$

CPMS Contract No.: 8753-2
Consultant: Signet Testing Laboratories, Inc.

Exhibit B: Schedule of Rates and Charges (Capital Projects)

2019 - 2023 SCHEDULE OF FEES AND SERVICES
PROFESSIONAL SERVICES

1000	Expert Witness.....	\$395.00/hour
1005	Principal Engineer.....	225.00/hour
1010	Geotechnical Engineer.....	215.00/hour
1015	Project Engineer / Executive / ASNT Level III.....	195.00/hour
1020	Staff Engineer.....	168.00/hour
1025	Project Manager.....	185.00/hour
1030	Quality Control Manager.....	185.00/hour
1032	Lead / Multi-Certified Inspector / Group 1 Work.....	155.00/hour
1035	Laboratory Technician.....	145.00/hour
1040	Technical Assistant, Administrative, Draftsman.....	105.00/hour

INSPECTION AND TESTING SERVICES
Soils / Asphalt Concrete:

2001	Soil Compaction Testing & Observation.....	\$120.00/hour
2104	Soils Observation & Sampling w/o compaction.....	120.00/hour
2102	AC Compaction Testing & Observation.....	120.00/hour
2111	AC Placement Obs. & Sampling w/o compaction.....	120.00/hour
2105	AC Batch Plant Inspection / Sampling.....	120.00/hour
2110	Material Sampling / Transportation.....	120.00/hour
2205	Pile / Pier Installation Observation.....	135.00/hour

Portland Cement Concrete / Shotcrete / Gunite:

3103	Concrete Placement Inspection.....	\$120.00/hour
3104	Concrete Sampling Only.....	120.00/hour
3105	PCC Batch Plant Inspection.....	120.00/hour
3110	NS Grout Inspection / Sampling.....	120.00/hour
3123	Prestressed Concrete Pile Plant Inspection.....	120.00/hour
3503	Shotcrete / Gunite Placement Inspection.....	120.00/hour
3501	DSA Shotcrete / Gunite Placement Inspection.....	125.00/hour

Reinforcing Steel / PT Strand:

3102	Rebar Placement Inspection.....	\$120.00/hour
3609	Rebar / PT Strand ID Sampling / Tagging.....	120.00/hour
3208	PT Strand Stressing Inspection.....	120.00/hour

Masonry:

3701	DSA Continuous Masonry Inspection.....	\$125.00/hour
3703	Continuous Masonry Inspection.....	120.00/hour
3706	Masonry Brick / Veneer Inspection.....	120.00/hour
3710	Periodic Masonry Inspection.....	120.00/hour
3715	Masonry Sampling / Tagging.....	120.00/hour

Structural Steel:
FIELD TESTING EQUIPMENT RATES

1610	Anchor Load / Epoxy Tester / Torque Wrench....	\$15.00/hour
1611	Nuclear Gauge or Sand Cone.....	15.00/hour
1612	Skidmore Wilhelm H. S. Bolt Calibrator.....	20.00/hour
1613	UT / MT / PT Gauge.....	15.00/hour
1614	Floor Flatness.....	55.00/hour
1615	Paint Coating Gauge / Moisture Meter.....	15.00/hour

5101	Field Welding Inspection.....	\$125.00/hour
5103	High Strength Bolting Inspection.....	125.00/hour
5104	Field UT Testing.....	125.00/hour
5105	Field MT Testing.....	125.00/hour
5106	Field PT Testing.....	125.00/hour
5201	Shop Welding Inspection.....	125.00/hour
5202	Shop MT Testing.....	125.00/hour
5203	Shop PT Testing.....	125.00/hour
5204	Shop UT Testing.....	125.00/hour
5205	Shop Material ID.....	125.00/hour

Spray-Applied Fire Resistive Materials (SFRM) Fireproofing:

6002	SFRM Application of SFRM.....	\$120.00/hour
6002	SFRM Field Measure Thickness.....	120.00/hour
6002	SFRM Sampling.....	120.00/hour
6003	SFRM Bond Strength Testing.....	120.00/hour

Roof / Wood / Waterproofing Division:

7003	Built-up Roofing Placement Inspection.....	\$145.00/hour
7004	Diaphragm Nailing Inspection.....	120.00/hour
7005	Shear Wall Nailing Inspection.....	120.00/hour
7060	Waterproofing Inspection.....	145.00/hour
7005	Glue Laminated Beam Inspection.....	230.00/hour

Specialty Testing Division:

9001	Anchor Load / Torque Testing.....	\$120.00/hour
9006	Witness Dowel / Anchor Installation.....	120.00/hour
9008	Pachometer.....	175.00/hour
9007	Schmidt Hammer Testing.....	175.00/hour
9011	Ground Penetrating Radar Survey (GPR).....	205.00/hour
8161	Floor Flatness Survey (Dipstick).....	195.00/hour
8220	Moisture Vapor Emission Testing.....	155.00/hour
7062	Moisture Content Testing.....	155.00/hour
9703	Coatings Inspection.....	225.00/hour
3108	Coring Technician, One Man.....	225.00/hour
9705	Specialty Technician (FRP, Profometer, etc).....	195.00/hour

Sample Pick-Up and Equipment Transport:

0209	Pick-Up / Delivery.....	\$95.00/hour
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Transportation of samples when scheduled outside of normal business hours will incur premium rates and 4/hour increments.

Note: Above rates shall be defined as "Basic Rates"; these rates do not include any applicable premium rates as presented in the Basis of Charges. These rates are contingent upon the sunseting of our RWF (CPMS Contract No.: 8753-2) requirement to maintain \$5 Million professional liability insurance to be replaced with a \$2 Million requirement.

1617	Ground Penetrating Radar.....	\$55.00/hour
1618	Pachometer / Profometer / Schmidt Hammer.....	15.00/hour
1619	Coring Equipment (Drill, bits, generator, etc.).....	55.00/hour
1620	Core Barrel Usage (per inch drilled).....	20.00/inch
1621	Fireproofing Cohesion / Vapor Emission / RH....	95.00/each
1622	FRP Test Pucks.....	55.00/each
1160	Concrete/Grout Testing (Air, Slump, Scale, etc.)	15.00/hour
0221	Project Laptop Computer / Smart Tablet.....	15.00/day

SIGNET TESTING LABORATORIES, INC.

3526 Breakwater Court • Hayward, California 94545 • Ph: 510.887.8484 Fax: 510.259.1068

May

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

BASIS OF CHARGES

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

Minimums & Increments:	Hours
Show-Up Cancellation Time*	2
Sample Pick-Up & Equipment Transport.....	2
Work Performed 0-4 hours.....	4
Work Performed 4-8 hours.....	8
Work + 8 hours.....	1
Project Minimum Charge.....	\$885.00

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

Premium Charges Added to Hourly Rates*:

Shift Differential**.....	Rate + 20%
Over 8 hours on Weekdays	1.5 x Basic Rate
First 8 hours on Saturday.....	1.5 x Basic Rate
Over 12 hours on Weekdays	2 x Basic Rate
Over 8 hours on Saturday	2 x Basic Rate
Sunday and Holidays	3 x Basic Rate

* Shall also apply to Professional Services Staff

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

Travel Time:

Services, including mileage and travel time, are charged portal to portal from point of dispatch. Travel time will be invoiced in accordance with the associated service rate and when applicable include any premium charges associated with performing the work. Where specialty equipment is required, such as a nuclear density gauge which must be stored at our State licensed facility, or proof-load test equipment, the inspector's or technician's reporting location is the laboratory. Additional travel related expenses to conform to MCA 10.5.3.

Reimbursable Expenses:

0217 Trip Charge (25/mile radius of Signet office)	per MCA 10.5.3
0218 Trip Charge (25-50/mile radius of Signet office)	per MCA 10.5.3
0218 Trip Charge (50/mile + of Signet office)	per MCA 10.5.3
0208 Mileage	per MCA 10.5.3
1201 Travel Time.....	Service Rate
0206 Specialty Vehicle Charge (when required)	per MCA 10.5.3
0205 Per Diem	per MCA 10.5.3
0207 Equip. Rental / Cure Box / Notary / Expenses.....	per MCA 10.5.3
0105 Outside / Subcontracted Services	Cost + 5% / per MCA 10.6
0204 Parking / Tolls.....	per MCA 10.5.3

Final Reports (Special Inspection Projects Only):

0216 Engineer's Final Report Letter.....	\$350.00 Each
0215 DSA/OSHPD Verified Report.....	500.00 Each

Project Coordination, Engineering, and Management:

1. A minimum of one-half hour per \$5,000 (with a cap of 3-hours/week) in invoiced services per week will be charged for Project Engineer to review daily field reports, prepare and update non-conformance/exception tracking records, and preparation of a weekly summary report.
2. Project Engineer / Project Manager performing review of contractor submittals, laboratory test results, and other professional services are billed one-hour minimum/increment.
3. Special Handling Fee will be added to all invoices for Client required customization to standard processes such as billing, certified payroll, pay applications, special dispatch requests, etc.....3%
4. Project Administration Fee will be added to all invoices to cover project administration costs related to office project coordination, standard dispatch, report processing, typing, postage, on-line access to all reports, and EADOC generated daily/weekly/lab report documentation7%

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

Our Fee Schedule and project specific rates are valid through December 31, 2023.

Per MCA 10.2.3, In case of a discrepancy between Schedule of Rates and Charges and MCA, the MCA governs.

LABORATORY TESTING

SOILS AND AGGREGATES

Aggregate Property Tests:

Acid Solubility	
4260	\$195.00 each
Aggregate Angularity AASHTO T304	
4245 Fine Aggregate	255.00 each
Clay lumps and Friable Particles ASTM C142	
4211	185.00 each
Cleanliness Value CTM 227	
4213 1" x #4 (or finer)	225.00 each
4214 1-1/2" x 3/4"	425.00 each
4290 2-1/2" x 1-1/2"	750.00 each
4291 Pit Run	360.00 each
Crushed Particles (percent) CTM 205	
4225	195.00 each
Durability Index CTM 229	
4230 Course Fraction	265.00 each
4231 Fine Fraction	265.00 each
Flat and Elongated Particles ASTM D4791	
4224	195.00 each
Los Angeles (LA) Abrasion and Impact ASTM C131/CTM 211	
4219 500 revolutions	295.00 each
4220 100 & 500 revolutions	395.00 each
Los Angeles (LA) Abrasion and Impact ASTM C535	
4221 (for large size coarse aggregate) 1000 revolutions	495.00 each
Mohs Hardness	
4261	295.00 each
Organic Impurities in Fine Aggregates ASTM C40 / CTM 213	
4209	165.00 each
Relative Mortar Strength Of Portland Cement Concrete Sand CTM 515	
4270	675.00 each
Sand Equivalent ASTM D2419/CTM 217	
4212	245.00 each
Soundness of Aggregates ASTM C88/CTM 214	
4207 by use of sodium or magnesium sulfate, fine or coarse, 5 cycles (billed per fraction, minimum charge \$350.00)	195.00 each
Specific Gravity & Absorption	
4215 Fine Aggregate ASTM C128/CTM 207	195.00 each
4216 Course Aggregate ASTM C127/CTM 206	195.00 each
Unit Weight (Bulk Density) and Voids in Aggregate ASTM C29/CTM 212	
4210 Unit weight (average of 3 tests)	195.00 each

Voids in Mineral Aggregate CTM LP-2

4246 Calculated	165.00 each
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Compaction Characteristics - Moisture / Density Relationships:

Standard Proctor ASTM D698 / AASHTO T99

2237 4" mold	\$465.00 each
2238 6" mold	495.00 each
2242 Checkpoint for identification of material	295.00 each

Modified Proctor ASTM D1557 / AASHTO T180

2239 4" mold	465.00 each
2240 6" mold	495.00 each
2242 Checkpoint for identification of material	295.00 each

Rock Correction of Moisture/Density Curve ASTM D4718

4208	185.00 each
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California Impact CTM 216

2243	385.00 each
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Classification and Index Tests:

Atterberg Limits (Plasticity Index) ASTM D4318

2225 Dry Prep Method B	\$385.00 each
2226 Wet Prep Method A	395.00 each

Classification of Soils (Unified Soil Classification System ASTM D2487

2234 Visual Classification	85.00 each
2269 Stiffness by Torvane/Pocket Penetrometer	85.00 each

Moisture Content ASTM D2216

2221 Individual test	165.00 each
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Moisture and Density ASTM D7263b

2222 Sample Diameter to 3"	135.00 each
2223 Sample to 6" Diameter	175.00 each

Organic Content of Peat and Other Organic Soil ASTM D2974

2233	225.00 each
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Particle Size Analysis ASTM C136/CTM 202

4203 Coarse aggregate (#4 to 1-1/2" maximum)	325.00 each
4204 Coarse aggregate (#4 to 3")	395.00 each
4205 Total sieve coarse and fine (to 1-1/2" maximum)	495.00 each
4206 Fine aggregate (#4 to #195 w/wash)	295.00 each
4226 Sieve analysis pit run with #195 wash	465.00 each
4202 #195 Wash on Aggregate ASTM C117	295.00 each
2227 #195 Wash on Soil ASTM D1135	295.00 each

Particle Size Analysis ASTM D422

2228 Sieve (from 1/2" to #195)	295.00 each
2229 Sieve (from 1-1/2" to #195)	395.00 each
2230 Sieve (from 3" to #195)	375.00 each
2231 Hydrometer test w/ sieve D422/ CTM 203	485.00 each

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SAN JOSE-SANTA CLARA RWF ON-CALL
2019 - 2023 SCHEDULE OF FEES AND SERVICES

pH of Soil CTM 643/AASHTO T-228
4402 165.00 each

Pinhole Test (Classification of Dispersive Clay) ASTM D4647
2235 575.00 each

Porosity (Total)
4280 Includes ASTM D7263 & ASTM D854 225.00 each

Specific Gravity Of Soils
4228 by hydrometer ASTM D854/CTM 203 245.00 each
2232 (#4) by pycnometer ASTM D854/CTM 209 225.00 each

GEOTECHNICAL LABORATORY

Consolidation Properties:

2256 Consolidation (1 cycle, 1 time rate) ASTM D2435 \$385.00 each
2257 For each additional Time-Rate curve 165.00 each
2258 Unload-Reload loop (per point) 75.00 each
2259 Trim to test from 3" sample 65.00 each

Expansion & Collapse Tests:

2261 Expansion Index UBC / ASTM D4829 \$390.00 each
One-Dimensional Swell or Collapse ASTM D4546
2210 Method A (4-point curve) 900.00 each
2211 Method B 340.00 each
2212 Method C 360.00 each
2263 Collapse potential ASTM D5333 195.00 each
2264 Shrink-Swell ASTM D3877 225.00 each
2265 Expansion pressure free swell ASTM D3877 185.00 each

Hydraulic Conductivity:

Flexible Wall ASTM D5084 (2 - 3")
2250 Sandy soil \$395.00 each
2251 Clayey soil 465.00 each

Soil Strength Tests:

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

Resistance "R" Value ASTM D2844/CTM 301

4232 Untreated material 395.00 each
4234 Cement, lime, or other additives field sample 455.00 each
4233 Cement, lime, or other additives laboratory mixed 475.00 each

Direct Shear Tests, per point (2.5" diameter)

2278 Unconsolidated-Undrained UU 225.00 each
2279 Consolidated-Undrained CU 265.00 each
2280 Consolidated-Drained CD (sandy soil) ASTM D3080 295.00 each
2281 Consolidated-Drained CD (clayey soil) 325.00 each

Triaxial Tests, Per Point (2.5" Diameter)

2270 Unconsolidated-Undrained TX-UU ASTM D2850 195.00 each
2271 TX-UU over 70 psi ASTM D2850 185.00 each
2274 Consolidated-Undrained TX-CU ASTM D4767 285.00 each
2272 TX-CU with pore pressure TX-CU-PP ASTM D4767 495.00 each

2277 Staged 3-point TX-CU-PP with pore pressure 1,450.00 each
2273 Consolidated-Drained TX- CD (sandy soil) USACE 795.00 each
2275 For multi-stage, each additional stress level 345.00 each
2290 Back pressure saturation 165.00 each

Unconfined Compressive Strength

2267 Cohesive soil ASTM D2166 125.00 each
4241 Soil-Cement cyl. (mixed in the lab) ASTM D1633 225.00 each
4242 Soil-Cement cyl. (field mixed) ASTM D1633 195.00 each
4243 CTB (mixed in the lab) ASTM D1633 225.00 each
4244 CTB (field mixed) ASTM D1633 195.00 each

Cement Treated Base (CTB) Mix Design:

2291 Moisture-Density Relations of Soil-Cement Mixture (each cement content) ASTM D558 \$395.00 each
2292 Particle Size Analysis ASTM C136 365.00 each
2293 Soundness of Aggregates by use of sodium or magnesium sulfate, fine or coarse, 5 cycles (billed per fraction, minimum charge \$250.00) ASTM C88 175.00 each
2294 LA Abrasion ASTM C131 100 & 500 revolutions 395.00 each
2295 Wetting & Drying Soil-Cement Mixtures ASTM D559 950.00 each
2296 Freeze & Thaw Soil-Cement Mixtures ASTM D560 1,350.00 each
4243 CTB Comp. Strength (each cement %) ASTM D1633 265.00 each
4250 Cement Treated Base Mix Design Report 650.00 each

Lime Treated Soil Mix Design:

2286 Soil-Lime Proportion ASTM D6276 \$450.00 each
4247 Lime Treated Soil at 1 moisture Content CTM 373 765.00 each

Additional Costs:

2282 Preparation for 3" diameter specimen \$85.00 each
2283 Remold test specimen 110.00 each
2284 For multi-stage, each additional stress level 95.00 each
2285 For each re-shear cycle 105.00 each
2244 Photos 45.00 each
9801 Foreign Soil Sterilization and Disposal 125.00 each
9802 Sample Storage QOR
9803 Shipping of samples, liners or containers per MCA
9804 Special handling of contaminated samples QOR
Quote On Request (QOR)

ASPHALTIC CONCRETE

CTM 304/366/305

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

CTM 304/307

4113 Moisture vapor susceptibility including stabilometer (2 specimens) 395.00 each

CTM 382/D6307

4129 Bitumen content of paving mixture by ignition oven (subject to environmental disposal surcharge) 465.00 each
4104 Correction Factor 455.00 each

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ASTM D5444/CTM 202

4105 Gradation of extracted sample including #195 washes..... 465.00 each

ASTM D1559

4106 Marshall test, premixed sample 3 specimen \$450.00 each
4107 Marshall test, lab mixed 3 specimens..... 550.00 each
4109 Mix Design: Marshall Method - no aggregate..... 2,600.00 each
4112 Mix Design: Marshall Method - with aggregate 3,195.00 each
4110 Mix Design: Hveem method - no aggregate..... 2,400.00 each
4111 Mix Design: Hveem method - with aggregate 2,900.00 each
4138 Marshall RAP Mix Design w/ Agg. Tests, AI MS-2..... 4,000.00 each
4139 Caltrans RAP Mix Design w/ Agg. Tests, CTM 367 3,600.00 each

CTM 308/ASTM D2726

4114 Specific gravity of compacted sample 295.00 each

CTM 308A/ASTM D1188

4115 Specific gravity of AC - paraffin coated..... 325.00 each

CTM 304/375

4128 Test maximum density (TMD), set of 5 specimens 565.00 each

ASTM D2041

4116 Rice Gravity 365.00 each

ASTM D1075

4133 Index of retained strength, pre-mix 600.00 each
4134 Index of retained strength, lab mix..... 880.00 each
4125 Index Retained Stability - pre mix 600.00 each
4126 Index Retained Stability - lab mix..... 750.00 each

ASTM D4867/AASHTO

4127 Tensile strength ratio, pre-mix..... 1,195.00 each
4117 Tensile strength ratio, lab mix 1,600.00 each

CTM 303

4119 CKE Coarse 195.00 each
4120 CKE Fine 195.00 each
4132 Filmstripping, CTM 302..... 245.00 each
4121 ATPB mix (grade, remix @ 2/2.5/3%) 465.00 each
4122 Open graded mix evaluation (grade, recombine, mix @ 3 oil %, filmstripping), CTM 368..... 495.00 each

CTM 370

4123 Moisture content of AC by microwave oven 125.00 each
4135 Calculate Voids Filled with Asphalt, CTM LP-3 85.00 each

4136 Calculate Dust Proportion, CTM LP-4 85.00 each
4137 Calculate Air Voids of HMA, CTM 367 95.00 each

CONCRETE / SHOTCRETE

ASTM C39/C567

3111 Compression tests, 6" x 12" and 4" x 8" molded cyts. \$65.00 each
3112 Unit weight on concrete cylinder 125.00 each
3116 Cylinder Molds (Concrete / Grout / Mortar)..... 25.00 each
3120 Compression Test Samples Cast by Others 145.00 each

ASTM C495

3117 Lightweight insulating concrete (3" diameter x 6" cylinder) Compression tests..... 95.00 each

ASTM C469

9314 Static Young's modulus of elasticity in compression of 6" diameter x 12" cylindrical specimen 425.00 each
3119 Splitting tensile test, 6" diameter x 12" cylinder 95.00 each

ASTM C512

9315 Creep of Concrete in compression (by project quote)... \$1,700.00/min
9316 Equilibrium Density ASTM C567 195.00 each

ASTM C42/C39

3118 Compression test concrete cores 165.00 each
3510 Shotcrete core compressive strength 195.00 each

ASTM C78/C293

3135 Flexural strength of concrete, 6" x 6" x 24" specimen 395.00 each

ASTM C157 (MODIFIED)

3115 Volume change of concrete, per set of 3 (drying shrinkage test), up to 28 days drying (excludes trial batch) 965.00 each

ASTM C109

3113 Compression Tests, 2" cube specimen 125.00 each

ASTM C192

3136 Laboratory Trial Batch (by project quote) 1,500.00/min

MASONRY

ASTM C135

9401 Gross Area Compression..... \$325.00 each
9405 Net Area Compression 315.00 each
9402 Absorption and moisture content (*) 295.00 each
9403 Linear shrinkage (rapid method) (*) 510.00 each

ASTM C426

9406 Linear shrinkage (ASTM C426) (*) 525.00 each
9408 Unit Weight (*) 245.00 each
9404 Dimensional measurement/Equivalent web thickness (*) 225.00 each

UBC Standard

3711 2" x 4" mortar cylinder 85.00 each
3713 Grout sample..... 85.00 each
3708 Composite prism 295.00 each

ASTM C1006

9407 Splitting tensile (*) 125.00 each
3717 Compression Test of CMU Core (CBC Title 24)..... 95.00 each
3718 Shear Test of CMU Core (both face) (CBC Title 24)..... 125.00 each

ASTM C531

9317 Linear Shrinkage & Coefficient of Thermal Expansion 600.00 each

BRICK

ASTM C67

9409 Compression test \$95.00 each
9411 Absorption test, saturation coefficient 115.00 each
9306 Modulus of rupture 95.00 each

CLAY ROOFING TILE

9418	UBC Standard 32-12 Breaking Load.....	\$165.00 each
9419	Water Absorption by 24-hour Oven Drying (extra charge for cutting/preparation).....	155.00 each

BUILT-UP ROOFING

7026	Basic weight analysis	\$365.00 each
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ASTM D2829

7025	Ply separation and complete roof analysis	625.00 each
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FIREPROOFING

6004	Density of sprayed-on fireproofing.....	\$175.00 each
6005	Moisture Content of Sprayed-on Fireproofing	125.00 each

STRUCTURAL STEEL AND CARBON STEEL

(Sample preparation and machining not included)

Tensile Testing - yield, ultimate, elongation

9510	To 1" material thickness, inclusive.....	\$245.00 each
9517	Over 1" up to 1-1/2" thickness.....	265.00 each
9539	Over 1-1/2" thickness	325.00 each
9519	End-Welded "Nelson" Studs	265.00 each

Cold Bend Testing:

9511	To 3/4" material thickness	225.00 each
9518	Over 3/4" up to 1-1/4" thickness.....	265.00 each

Flattening Tests on Pipe:

9508	To 10" diameter and 3/4" max. wall.....	245.00 each
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9543	Guided Side, Root or Face Bends and T-Break.....	195.00 each
9601	Standard Welder Qualification Test.....	665.00 each
9605	Macroetch Examination	325.00 each

REINFORCING STEEL

Tensile Testing Full Section (yield/ultimate/elongation):

9501	Bar Size through #8.....	\$255.00 each
9502	#9 through #11	325.00 each
9503	#14	375.00 each
9504	#18	395.00 each
9552	Coupled rebar through #11	325.00 each
9553	Coupled rebar through #14	395.00 each
9554	Coupled rebar through #18	425.00 each
9509	Cold Bend Testing on Bar Size #11 and smaller.....	255.00 each
9529	Cold Bend Testing on Bar Size #14.....	265.00 each

POST-TENSION / PRESTRESS 7-WIRE STRANDS

Seven-wire strands, ASTM A416, for 1/4" through 1/2" strands

9304	Breaking strength only	\$465.00 each
9305	Yield strength, breaking strength & elongation.....	495.00 each

MECHANICAL TESTING OF METALLIC PRODUCTS

(sample preparation and machining not included)

9544	Yield strength, tensile, elongation, R/A for 1/2" diameter or sub-size reduced-section specimen.....	\$325.00 each
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Hardness Testing (3 points/sample)

9513	Rockwell / Brinell	225.00 each
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Charpy Impact Testing (minimum of 3 specimens):

9520	Room Temperature.....	165.00 each
9521	To minus 100 degrees Fahrenheit.....	195.00 each
9522	To minus 150 degrees Fahrenheit.....	225.00 each

HIGH STRENGTH BOLTS, NUTS AND WASHERS

(Sample preparation and machining not included)

ASTM A325, A490 AND A449

Bolts: to 1-1/8" diameter inclusive

9526	Proof load	\$195.00 each
9514	Ultimate Tensile.....	170.00 each
9515	Hardness (Rockwell) (*) including sample preparation	205.00 each

Nuts: to 1-1/8" inclusive

9535	Proof load	195.00 each
9536	Hardness (Rockwell) (*) including sample preparation	205.00 each

Washers: all sizes

9536	Hardness (Rockwell) (*) including sample preparation	205.00 each
9516	Carburization Depth	180.00 each

ASTM F959

9537	Load Indicator Washers (LIW), proof load.....	185.00 each
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SPECIALTY TESTING

ASTM A90

9700	Weight of galvanized coating (subject to environmental disposal fee)	\$265.00 each
9701	Other materials-aluminum, brass, bronze, fiberglass, etc	165.00 each

MISCELLANEOUS

9903	Calibration of hydraulic ram system (single ram, one pressure gauge to 30 tons).....	350.00 each
9904	Calibration of hydraulic ram system (single ram, one Pressure gauge to 100 tons).....	450.00 each
9805	Fiber Reinforced Polymer Tensile / Elongation	850.00 each

Exhibit C: Insurance Requirements

(Capital Projects)

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Consultant, his agents, representatives, employees or subconsultants. The cost of such insurance shall be included in the Consultant's proposal.

C-1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage "occurrence" form CG 0001 including products and completed operations; and
 - a. Products and completed operations/product hazard coverage:
 - i. Such insurance shall be maintained for five years after final payment.
 - ii. Consultant shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and five years thereafter.
 - b. Blanket contractual liability coverage.
 - c. Broad form property damage coverage.
 - d. Severability of interest.
 - e. Personal injury coverage.
 - f. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto", or code 2 "owned autos." Coverage also to include code 8 "hired autos" and code 9 "non-owned" autos; and
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance; and
4. Professional Liability Errors and Omissions insurance for all professional services.

C-2 Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this

project/location or the general aggregate limit shall be twice the required occurrence limit; and

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors and Omissions: \$2,000,000 per claim limit.
5. Umbrella or Excess Coverage: In the event that Consultant requests to use an umbrella policy or excess policy to meet Consultant's policy limits for any of the above mentioned coverages, coverage must follow form or have greater scope of coverage. City shall receive the same status on the excess/umbrella policy including additional insured endorsements with coverage being primary and not contributory to any City insurance programs or self-insured programs.

C-3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

C-4 Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages
 - a. The City, its officials, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and contractors.
 - b. The Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents or contractors shall be excess of the Consultant's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, or contractors.
 - d. Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employers' Liability: Coverage shall contain a separate waiver of subrogation in favor of the City, its officials, employees, agents and contractors.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City.

C-5 Duration

If any of such coverages are written on a claims-made basis, the City Risk Manager must approve the coverage as meeting minimum requirements and it must have, at a minimum:

- a. A retroactive date preceding the date work commenced under this AGREEMENT.
- b. If the policy is cancelled or non-renewed and coverage cannot be procured with the original retroactive date, Consultant must purchase an extended reporting period equal to or greater than five (5) years after completion of work under this AGREEMENT.

C-6 Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

C-7 Verification of Coverage

Consultant shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Consultant's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San José – Finance Department
Risk and Insurance
200 East Santa Clara St., 14th Floor Tower
San Jose, CA 95113-1905

C-8 Subcontractors

Consultant shall include all subcontractors or subconsultants as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor or subconsultant of the same scope and limits of no less than \$1,000,000 per occurrence or more if typical of the industry as has otherwise been required herein.