

Master City of San José Consultant Agreement

(Capital Projects)

(CPMS Contract No. 9468-A)

This Master Agreement is between the City of San José, a municipal corporation ("City"), and Signet Testing Labs, Inc., a California corporation ("Consultant").

This Master Agreement is made and entered into this ____ day of _____, 2020 ("Contract Date")

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 Consultant Services.
- 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 Public Works 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 \$1,000,000 ("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 not pay the Consultant Premium Pay.

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:

10.8.1 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 indemnity 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.sanjoseca.gov/?nid=1774>. 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: Christin Shehata
200 East Santa Clara Street, 6th Floor
San Jose, CA 95113
(408) 535-8386
christin.shehata@sanjoseca.gov

To the Consultant: Signet Testing Labs, Inc.
Attn: Carla Collins
3526 Breakwater Court
Hayward, Alameda, 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.
- 21.12 Execution in counterparts:** This Agreement may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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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.**

 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  _____
Name: Robert V. Tadlock
Title: President
Date 12/11/2020

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 _____
Name: [Insert Name.]
Title: [Insert Title of Signature.]
Date _____

☒ **Approved as to Form:**

Glenn Schwarzbach
[Sr.] Deputy City Attorney
Date _____

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

Cover Page

1a. CPMS Contract No.: 9468-A	1B. AC Contract No.: [Insert AC No.]
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2. Approved Service Order No. [Insert Number]

3. Consultant's Name: Signet Testing Labs, Inc.

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):

☐ 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.)

☐ 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 not 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):						\$

EXHIBIT B: SCHEDULE OF RATES AND CHARGES**EXHIBIT B****CITY OF SAN JOSE FACILITIES ON-CALL****2020-2023 SCHEDULE OF FEES AND SERVICES****PROFESSIONAL SERVICES**

1000	Expert Witness.....	\$395.00/hour
1005	Principal Engineer.....	225.00/hour
1010	Geotechnical Engineer	305.00/hour
1015	Project Engineer / Executive / ASNT Level III	225.00/hour
1020	Staff Engineer	180.00/hour
1025	Project Manager	200.00/hour
1030	Quality Control Manager.....	180.00/hour
1032	Lead / Multi-Certified Inspector /Group 1 Work.....	225.00/hour
1035	Laboratory Technician.....	210.00/hour
1040	Technical Assistant, Administrative, Draftsman	205.00/hour

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

2001	Soil Compaction Testing & Observation	\$117.00/hour
2104	Soils Observation & Sampling w/o compaction.....	117.00/hour
2102	AC Compaction Testing & Observation	117.00/hour
2111	AC Placement Obs. & Sampling w/o compaction.....	117.00/hour
2105	AC Batch Plant Inspection / Sampling.....	117.00/hour
2110	Material Sampling / Transportation.....	117.00/hour
2205	Pile / Pier Installation Observation.....	125.00/hour

Portland Cement Concrete / Shotcrete / Gunite:

3103	Concrete Placement Inspection	\$117.00/hour
3104	Concrete Sampling Only.....	117.00/hour
3105	PCC Batch Plant Inspection	117.00/hour
3110	NS Grout Inspection / Sampling	117.00/hour
3123	Prestressed Concrete Pile Plant Inspection	117.00/hour
3503	Shotcrete / Gunite Placement Inspection	117.00/hour
3501	DSA Shotcrete / Gunite Placement Inspection	140.00/hour

Reinforcing Steel / PT Strand:

3102	Rebar Placement Inspection	\$117.00/hour
3609	Rebar / PT Strand ID Sampling / Tagging.....	117.00/hour
3208	PT Strand Stressing Inspection	117.00/hour

Masonry:

3701	DSA Continuous Masonry Inspection	\$140.00/hour
3703	Continuous Masonry Inspection.....	117.00/hour
3706	Masonry Brick / Veneer Inspection.....	117.00/hour
3710	Periodic Masonry Inspection	117.00/hour
3715	Masonry Sampling / Tagging.....	117.00/hour

FIELD TESTING EQUIPMENT RATES

1610	Anchor Load / Epoxy Tester / Torque Wrench...	\$20.00/hour
1611	Nuclear Gauge or Sand Cone	20.00/hour
1612	Skidmore Wilhelm H. S. Bolt Calibrator	35.00/hour
1613	UT / MT / PT Gauge	20.00/hour
1614	Floor Flatness	75.00/hour
1615	Paint Coating Gauge / Moisture Meter	20.00/hour
1617	Ground Penetrating Radar	70.00/hour

Structural Steel:

5101	Field Welding Inspection	\$117.00/hour
5103	High Strength Bolting Inspection	117.00/hour
5104	Field UT Testing	117.00/hour
5105	Field MT Testing	117.00/hour
5106	Field PT Testing	117.00/hour
5201	Shop Welding Inspection.....	117.00/hour
5202	Shop MT Testing	117.00/hour
5203	Shop PT Testing	117.00/hour
5204	Shop UT Testing.....	117.00/hour
5205	Shop Material ID	117.00/hour

Spray-Applied Fire Resistive Materials (SFRM) Fireproofing:

6002	SFRM Application of SFRM	\$117.00/hour
6002	SFRM Field Measure Thickness	117.00/hour
6002	SFRM Sampling	117.00/hour
6003	SFRM Bond Strength Testing	117.00/hour

Roof / Wood / Waterproofing Division:

7003	Built-up Roofing Placement Inspection	\$125.00/hour
7004	Diaphragm Nailing Inspection	117.00/hour
7005	Shear Wall Nailing Inspection	117.00/hour
7060	Waterproofing Inspection	120.00/hour
7005	Glue Laminated Beam Inspection	195.00/hour

Specialty Testing Division:

9001	Anchor Load / Torque Testing	\$117.00/hour
9006	Witness Dowel / Anchor Installation	117.00/hour
9008	Pachometer	295.00/hour
9007	Schmidt Hammer Testing.....	295.00/hour
9011	Ground Penetrating Radar Survey (GPR)	295.00/hour
8161	Floor Flatness Survey (Dipstick)	295.00/hour
8220	Moisture Vapor Emission Testing	295.00/hour
7062	Moisture Content Testing	210.00/hour
9703	Coatings Inspection	210.00/hour
3108	Coring Technician, One Man.....	275.00/hour
9705	Specialty Technician (FRP, Profometer, etc).....	295.00/hour

Sample Pick-Up and Equipment Transport:

0209	Pick-Up / Delivery	\$88.00/hour
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Transportation of samples when scheduled outside of normal business hours will incur premium rates and 4/hour minimums. 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.

SIGNET TESTING LABORATORIES, INC.

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

December 3, 2020

PROVIDING QUALITY SINCE 1966

Page 1 of 7

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:

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

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

Reimbursable Expenses:

0217	Trip Charge (25/mile radius of Signet office)	\$85.00/Trip
0218	Trip Charge (25-50/mile radius of Signet office)	95.00/Trip
0218	Trip Charge (50/mile + of Signet office)	145.00/Trip
0208	Mileage	per MCA 10.5.3
1251	Travel Time	Service Rate
0206	Specialty Vehicle Charge (when required)	Cost +20%
0205	Per Diem (or Cost + 20% whichever is greater)	per MCA 10.5.3
0207	Equip. Rental / Cure Box / Notary / Expenses	Cost + 20%
0105	Outside / Subcontracted Services	Cost + 20%
0204	Parking / Tolls	Cost + 20%

Final Reports (Special Inspection Projects Only):

0216	Engineer's Final Report Letter	\$375.00 Each
0215	DSA/OSHPD Verified Report	525.00 Each

Project Coordination, Engineering, and Management:

1. A minimum of one-half hour per \$5,000 in invoiced services per week will be charged for Project Engineer to review daily field reports, prepare and update non-conformance/exception tracking records, and preparation of a weekly summary report.
2. Project Engineer / Project Manager performing review of contractor submittals, laboratory test results, and other professional services are billed two-hour minimum/increment.
3. Special Handling Fee will be added to all invoices for Client required customization to standard processes such as billing, certified payroll, pay applications, special dispatch requests, etc. 3%
4. Project Administration Fee will be added to all invoices to cover project administration costs related to office project coordination, standard dispatch, report processing, typing, postage, on-line access to all reports, and EADOC generated daily/weekly/lab report documentation 10%

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.

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
Cleanness 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 Coarse 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

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

California Impact CTM 216	
2243	385.00 each

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

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

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 D1140	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

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

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
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CTM 308A/ASTM D1188

4125	Specific gravity of AC - paraffin coated	325.00 each
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CTM 304/375

4128	Test maximum density (TMD), set of 5 specimens	565.00 each
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ASTM D2041

4116	Rice Gravity	365.00 each
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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
4125	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 %'s, 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 cyls.	\$65.00 each
3112	Unit weight on concrete cylinder	125.00 each
3116	Cylinder Molds (Concrete / Grout / Mortar)	75.00 each
3125	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
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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
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ASTM C157 (MODIFIED)

3125	Volume change of concrete, per set of 3 (drying shrinkage test), up to 28 days drying (excludes trial batch)	965.00 each
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ASTM C109

3113	Compression Tests, 2" cube specimen	125.00 each
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ASTM C192

3136	Laboratory Trial Batch (by project quote)	1,500.00/min
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MASONRY**ASTM C140**

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
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BRICK**ASTM C67**

9409	Compression test	\$95.00 each
9411	Absorption test, saturation coefficient	125.00 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

CONSULTANT, at CONSULTANT's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors.

A. 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 Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors and Omissions insurance for all Professional Services rendered including architecture, engineering, or design services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the CITY's Risk Manager.

B. 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 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 California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors and Omissions: \$1,000,000 per claim and \$1,000,000 aggregate, coverage to be maintained following completion of work on project for 3 years or, if policy is canceled, extended reporting period to equal the same.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. Commercial General Liability and Automobile Liability Coverages

- a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.
- b. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONSULTANT's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, agents, or contractors.
- d. Coverage shall state that 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.
- e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors.

3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

E. Acceptability of Insurers

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

F. Verification of Coverage

CONSULTANT shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. 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.

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

City of San Jose—Finance
Risk Management
200 East Santa Clara Street, 14th Floor Tower
San Jose, CA 95113-1905

G. Subcontractors

CONSULTANT shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bozzuto & Company Insurance Services Inc. 9300 Madison Ave., Suite 100 Orangevale CA 95662		CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 800-400-6394 E-MAIL ADDRESS: certificates@bozzutoinsurance.com FAX (A/C, No): 800-286-0808	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Travelers Property Casualty Co	36161
		INSURER B: State Compensation Ins Fund	35076
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1005471151 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS									
A	X	COMMERCIAL GENERAL LIABILITY			Y	Y	680-7H299629-20-47	10/1/2020	10/1/2021	EACH OCCURRENCE		\$ 1,000,000						
			CLAIMS-MADE	X						OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 1,000,000					
										MED EXP (Any one person)		\$ 5,000						
										PERSONAL & ADV INJURY		\$ 1,000,000						
										GENERAL AGGREGATE		\$ 2,000,000						
	X	POLICY		PRO-JECT							LOC	PRODUCTS - COMP/OP AGG		\$ 2,000,000				
	X	OTHER: PROJECT *								DEDUCTIBLE		\$ 0						
A	AUTOMOBILE LIABILITY				Y	Y	BA-4F757218-20-GRP	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident)		\$ 1,000,000						
	X	ANY AUTO								BODILY INJURY (Per person)		\$						
		OWNED AUTOS ONLY		SCHEDULED AUTOS						BODILY INJURY (Per accident)		\$						
	X	HIRED AUTOS ONLY	X	NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)		\$						
										DEDUCTIBLE		\$ 0						
A		UMBRELLA LIAB		X	OCCUR			CUP-7320Y594-20-47	10/1/2020	10/1/2021	EACH OCCURRENCE		\$ 5,000,000					
	X	EXCESS LIAB			CLAIMS-MADE						AGGREGATE		\$ 5,000,000					
		DED	X	RETENTION \$ 0-									\$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					Y	9269610-20	2/7/2020	2/7/2021	X	PER STATUTE		OTH-ER					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)													Y / N	N / A	E.L. EACH ACCIDENT		\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below															E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000
																E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
A	PROPERTY						680-7H299629-20-47	10/1/2020	10/1/2021	BLKT CONTENTS/DEDUCTI		\$6,309,000/\$500						
A	MOBILE EQUIPMENT						680-7H299629-20-47	10/1/2020	10/1/2021	UNSCHEDULED/DEDUCTIBL		\$75,000/\$500						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* Per Project Aggregate applies when required by written contract and per attached endorsement.

RE: PW 9468 - Master Agreement for Special Inspection Services.

Additional Insured status, Primary and Non-Contributory wording, and Waivers of Subrogation applies to for The City of San Jose, its officers, employees, agents, and contractors when required under written contract per the attached endorsements.

CERTIFICATE HOLDER

CANCELLATION

City of San José - Finance
 Risk Management
 200 East Santa Clara Street, 14th Floor Tower
 San José CA 95113-1905

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Maha P. B. B.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates Attn: Angela N. Borg P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Doris A Chambers PHONE (A/C, No, Ext): 510-465-3090 E-MAIL ADDRESS: dchambers@dealeyrenton.com FAX (A/C, No): 510-452-2193
INSURED Signet Testing Laboratories, Inc 3526 Breakwater Ct Hayward CA 94545	INSURER(S) AFFORDING COVERAGE INSURER A: US Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 29599

COVERAGES

CERTIFICATE NUMBER: 30120137

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab. & Contractor's Pollution Liab		Y	USS2030501	2/7/2020	2/7/2021	\$2,000,000 per Claim \$2,000,000 Annl Aggr. Claims Made

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REF: PW- 9468 - MASTER AGREEMENT FOR SPECIAL INSPECTION SERVICES.

Professional Liability Deductible \$30,000 per claim.

CERTIFICATE HOLDER

CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

City of San Jose Attn: Finance Department Risk Management 200 East Santa Clara Street, 14th Floor Tower San Jose CA 95113-1905	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Angela Borg</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	\$ 6,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000

Designated Projects:

Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed by you before the "bodily injury" or "property damage" occurs.

Designated Locations:

All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;
2. The following replaces Paragraph 1. of **SECTION III – LIMITS OF INSURANCE:**

COMMERCIAL GENERAL LIABILITY

- c. Persons or organizations making claims or bringing "suits"; or
 - d. "Projects" or "locations".
- 3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**:
 - 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
 - (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Damages under Coverage B; and
 - (3) Medical expenses under Coverage C.
 - b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "project".
 - (2) The Designated Project Aggregate Limit applies separately to each "project".
 - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Project Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.
 - c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "location".
 - (2) The Designated Location Aggregate Limit applies separately to each "location".
 - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.
- (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

Paragraph **2.d.** below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The General Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and
 - (b) Damages under Coverage **B**.
- (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.
- (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE:**

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

COMMERCIAL GENERAL LIABILITY

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



ENDORSEMENT AGREEMENT

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HOME OFFICE
SAN FRANCISCO

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NEW
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PAGE 1 OF 1

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

EFFECTIVE FEBRUARY 7, 2020 AT 12.01 A.M.

SIGNET TESTING LABORATORIES INC
UNITED ENGINEERING RESOURCES INC
498 N 3RD ST
SACRAMENTO, CA 95811

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS
AGREED THAT THE LEGAL NAME OF THIS INSURED IS CHANGED FROM-

SIGNET TESTING LABORATORIES, INC.
(A CORPORATION)

TO-

SIGNET TESTING LABORATORIES INC AND/OR
UNITED ENGINEERING RESOURCES INC
(COMMON OWNERSHIP)

IT IS FURTHER AGREED THAT THE LEGAL NATURE OF THE INSURED IS:

COMMON OWNERSHIP

BUREAU NOTE-TADLOCK, ROBERT PRES, SEC 85.00%
TADLOCK, SANDRA TREASURER 15.00%

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

MARCH 3, 2020

9916

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



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

9269610-20

NEW
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HOME OFFICE
SAN FRANCISCO

EFFECTIVE FEBRUARY 7, 2020 AT 12.01 A.M.
AND EXPIRING FEBRUARY 7, 2021 AT 12.01 A.M.

PAGE 1 OF 1

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

SIGNET TESTING LABORATORIES, INC.
498 N 3RD ST
SACRAMENTO, CA 95811

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: FEBRUARY 14, 2020

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

INSTRUCTIONS FOR INSURANCE APPROVAL:

Forward the following to: **RISK & INSURANCE**

200 E. Santa Clara Street 14th Floor

San Jose, CA 95113-1905

1. This form (149-7) completed;
2. Copy of face page of Contract;
3. Copy of insurance requirements included in contract.

Risk & Insurance Fax Number (408) 286-6492

NOTIFICATION OF CONTRACT BEING PROCESSED

DATE: 12/16/2020

Service Provider: Signet Testing Laboratories, Inc.		Phone No. (916)374-0754	
Project: Special Inspection Master Agreement			
		Project Amount:	\$1,000,000
Estimated Start Date	01/26/2021	Estimated Completion Date	12/31/2023
Scope of Work: <u>Special Inspection services for various city projects.</u>			
Department Public Works		Division CFAS	
Department Contact Christin Shehata		Ph./Ext: (408)535-8386 Fax:	

COMPLIANCE WITH INSURANCE REQUIREMENTS

Comments: Certificate dated 10/22/20 meets the requirement found in the agreement.	
Signature: <u>Min Hyuck kim</u> Risk & Insurance	Date: 12/18/2020

Digitally signed by Min Hyuck kim
DN: cn=Min Hyuck kim, o, ou,
email=minhyuck.kim@sanjoseca.gov, c=US
Date: 2020.12.18 13:24:33 -08'00'

FOR RISK & INSURANCE USE ONLY
Date Forwarded to City Clerk:

COMPLIANCE WITH BOND REQUIREMENTS

Signature: _____ City Clerk	Date: _____
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Form 149-7 (05/08)

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

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Signet Testing Laboratories, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

498 N. 3rd Street

6 City, state, and ZIP code

Sacramento, CA 95811

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

9 4 - 3 2 9 7 3 3 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

David A. ...

Date ►

1/15/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



State of California Secretary of State

Statement of Information

(Foreign Corporation)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

F

GB39242

FILED

In the office of the Secretary of State
of the State of California

DEC-14 2019

1. CORPORATE NAME

SIGNET TESTING LABORATORIES, INC.

2. CALIFORNIA CORPORATE NUMBER

C2086372

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☒ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 13.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE

8. SECRETARY ADDRESS CITY STATE ZIP CODE

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California street address; a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.

10. NAME OF AGENT FOR SERVICE OF PROCESS

11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT

12/14/2019

ROBERT V. TADLOCK

CEO

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

SI-350 (REV 01/2013)

APPROVED BY SECRETARY OF STATE

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



State of California Secretary of State

31

F

Statement of Information

(Foreign Corporation)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see Instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED
Secretary of State
State of California

MAR 03 2014

301 251 CC
This Space for Filing Use Only

1. CORPORATE NAME

Signet Testing Laboratories, Inc.

2. CALIFORNIA CORPORATE NUMBER

C2086372

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

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Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 498 N. 3rd Street	Sacramento	CA	95811
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 3526 Breakwater Court	Hayward	CA	94545
6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ Robert V. Tadlock	498 N. 3rd Street	Sacramento	CA	95811
8. SECRETARY Robert V. Tadlock	498 N. 3rd Street	Sacramento	CA	95811
9. CHIEF FINANCIAL OFFICER/ Sandra Tadlock	498 N. 3rd Street	Sacramento	CA	95811

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.

10. NAME OF AGENT FOR SERVICE OF PROCESS

Robert V. Tadlock

	CITY	STATE	ZIP CODE
11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL 498 N. 3rd Street	Sacramento	CA	95811

Type of Business

12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

Professional Services

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

2/25/14
DATE

Robert V. Tadlock

TYPE/PRINT NAME OF PERSON COMPLETING FORM

Chief Executive Officer

TITLE

SIGNATURE


**CERTIFICATION BY SECRETARY OF
CORPORATE RESOLUTION**

At the meeting of the Directors of Signet Testing Laboratories, Inc., a corporation organized and existing under the laws of the State of Delaware and duly registered to conduct business in the State of California, duly called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on Monday, August 20, 2018 at which a quorum of the directors was present the following resolution was adopted to wit:

Resolving, that Robert V. Tadlock, CEO and Robert V. Tadlock, Secretary are hereby authorized to sign contracts/agreements in the name of and on behalf of Signet Testing Laboratories, Inc.

I, Robert V. Tadlock, Secretary of Signet Testing Laboratories, Inc. do hereby certify that I am the Secretary of said corporation and that the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on Monday, August 20, 2018 and that said resolution has not been revoked or rescinded. In witness of whereof, I have hereunto subscribed by name and affixed the seal of said corporation.

Date: December 11, 2020



Secretary

(SEAL)