PROJECT #: 388545
PROJECT NAME: On Call Materials Sampling & Geotechnical Testing
DEPARTMENT: General Services
DIVISION: Facilities and Real Property Management

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION-RELATED SERVICES

TO BE USED FOR PROFESSIONAL SERVICES RELATED TO A CONSTRUCTION PROJECT BUT NOT PERFORMED BY LICENSED ARCHITECTS, LANDSCAPE ARCHITECTS OR PROFESSIONAL LAND SURVEYORS OR REGISTERED PROFESSIONAL ENGINEERS

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

Construction Testing Services
4770 Duckhorn Drive
Sacramento, CA 95834

("CONTRACTOR"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the

General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name:_____
Title:_____

For: Ray Kerridge, City Manager

APPROVED TO AS FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Attachments
Exhibit A - Scope of Service
Exhibit B - Fee Schedule/Manner of Payment
Exhibit C - Facilities/Equipment Provided
Exhibit D - General Provisions
Exhibit E - Non-Discrimination in Employee Benefits

CONTRACTOR:

Construction Testing Services
NAME OF FIRM

94-3221709
Federal I.D. No.

_____
State I.D. No.

154972
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
_X_ Corporation *(may require 2 signatures)*
_____ Limited Liability Company
_____ Other (*please specify:* _____)

Signature of Authorized Person

JAMES E. Doyle, Operations
Print Name and Title

_____
Additional Signature *(if required)*

_____
Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Construction Testing Services

Address: 2174 Rheem Drive, Suite A, Pleasanton, CA 94588

The above named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.

2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the AOrdinance@).

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

   c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

   d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

   e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date

after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

2/20/08
Date

James E. Doyle
Print Name

Operations
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION-RELATED SERVICES

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

Yadi Kavakebi, Project Manager
5730 24th Street – Building 4
Sacramento, CA 95822

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Bradford Quon, Project Manager
4770 Duckhorn Drive
Sacramento, CA 95834

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. **Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is required for this Agreement. If required, such coverage must be continued for at least 1 year(s) following the completion of all Services and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. **Conflict of Interest Requirements.**

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term Adesignated employees@ is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be Aconsultants@ under the Political Reform Act. The term Aconsultant@ generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

(1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;

(2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and

(3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY=s Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: ____ yes ✓ no *[check one]*

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

(1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";

(2) Cause these individuals to file with the CITY Representative the Aassuming office@ statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. **Scope of Services.**

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

5. **Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

TIME OF PERFORMANCE 365 CALENDAR DAYS
AGREEMENT EXPIRES 3/1/2009

City of Sacramento Construction Quality Assurance Program

1.0 Purpose

This Quality Assurance Program (QAP) is a sampling and testing program that will provide assurance that the workmanship incorporated into the City's construction projects are in conformance with the contract specifications. The main elements of the QAP are procedures for:

- Acceptance Testing (AT)
- Independent Assurance Sampling and Testing (IAST)
- Testing of Manufactured Materials

2.0 Applicability

This QAP applies to local, state and federally funded (ISTEA and TEA-21 funded) federal aid projects.

3.0 Approval

This local QAP has been approved by the City of Sacramento. It shall be kept on file and available for review.

4.0 Testing Required

This local QAP describes procedures for three types of required testing, described as follows:

a. Acceptance Testing - procedures for regular testing of materials entering a construction project to verify that the materials, or products, comply with contract specifications or standards.

b. Independent Assurance Sampling and Testing - procedures to verify that acceptance testing is being performed correctly by:

   1) Verifying that equipment used for acceptance testing is properly calibrated and in good working condition.
   2) Witnessing sampling and testing by the Acceptance Tester.
   3) Splitting material samples and comparing the test results between the Acceptance Tester and Independent Assurance Sampler and Tester.

c. Testing of Manufactured Materials - procedures for inspecting, accepting and testing of manufactured and prefabricated materials either by source inspection, job site inspection or certificate of compliance.

5.0 General Procedures and Requirement

Sampling, testing and reports shall follow these general procedures:

5.1 **Construction Documents.** Because the City does not provide its own testing and inspection of materials, provision of such services must be arranged prior to advertising a project and addressed appropriately in the construction documents.

5.2 **Sampling and Testing Options.** The City may select from the following sources to perform sampling and testing:

- Another state/county/city agency's laboratory
- Private consultant laboratory

Private laboratories shall have a QAP that meets LAPM- 16.14 requirements.

5.3 **Engineer-In-Charge.** All laboratories shall be under the responsible engineering management of a California registered professional engineer who shall certify results of tests performed under his supervision.

5.4 **Contractor Influence.** The general contractor and/or sub contractor shall not select or exercise any authority over the laboratory utilized.

5.5 **Certification of Laboratory Personnel.** The certification requirements of LAPM-16.14 shall apply. Generally:

- Current certification is required for the following sampling and testing personnel: construction management/inspection, local agency, consultant laboratory and their sub-consultants.
- For on-NHS projects, certification shall be a "Certificate of Proficiency for an Acceptance Tester" (MR-011), issued to an individual by the District Materials Engineer or his designee, based either on training, or on submittal of evidence of non-training, experience or certification such as the "National Institute for Certification in Engineering Technologies" (NICET)
- For off-NHS projects, certification of personnel for AT and IAST shall be either (MR-011) or MR-100), NICET, or similar certificate acceptable to the City's General Service Director.
- Certificates for personnel on a project shall be retained in the Resident City Engineer's (RE) project files.
- Sampling and testing by an uncertified person is acceptable only in extreme, unforeseen emergencies, upon assurance by the Resident City Engineer that the uncertified person is competent to perform the work.

5.6 **Laboratory Equipment Calibration.** The City shall obtain documentation of consultant laboratory's' calibration of its equipment in accordance with LAPM-16.14 and nationally recognized calibration standards. The laboratory is responsible for performing the calibrations and providing such records to the City. Calibration records shall be provided to the District Materials Engineer upon request.

Calibration of laboratory equipment and field test equipment (e.g. sand cones, scales, moisture test, slump cones, and air meters) shall occur prior to use on a construction project and on regular, appropriate intervals not exceeding one year.

5.7 **Cost Recovery.** Materials testing and sampling costs are eligible to be charged to the construction engineering phase of the project.

5.8 **Compliance.** Failure to comply with the local agency QAP may result in loss of federal funds.

5.9 **Records.** City's QAP and consultant's QAP material records of samples and tests, material releases, and certificates of compliance for a project shall be incorporated into the RE's project file. For Federally funded projects, records shall be retained for a period of three years.

5.10 **Project Certification.** Upon project completion, the RE shall complete and sign a "Materials Certificate". The Certificate shall be submitted to the Local Assistance Engineer and retained in the project construction files. All non-conforming materials must be explained and justified on the Certificate.

6.0 Acceptance Sampling and Testing

6.1 **Definition.** Acceptance Testing ("AT") is defined as regular testing of materials entering a construction project to verify compliance with contract specification or standards.

6.2 **Timing.** Sampling should begin as soon as materials are placed on a project. Testing should be performed promptly to enable data evaluation and necessary measures to be taken by the RE and contractor.

6.3 **Test Methods.** Both California and American Society of Testing and Materials (ASTM) test methods are acceptable.

6.4 **Frequency.** Sampling and testing shall occur in accordance with '"Frequency Tables", except as modified in writing by the Director of General Services and/or other city authorities for a special project. The tables are intended as a guide: the actual quality of materials tested may justify decreasing or increasing the frequency of subsequent similar samples and tests.

6.5 **Tests to be Performed.** The tests to be performed shall be in accordance with "Frequency Tables ", and the Standard Specifications as modified by the project Special Provisions, except as modified in writing by the Director of General Services.

As a guideline, the following tests comprise a minimum scope for commonly used materials:

Aggregate Base – Sieve Analysis, Sand Equivalent, R-value, and Durability for each new source.

Aggregate Sub-base – Sieve Analysis, Sand equipment, and R-value.

Asphalt Concrete – Sieve Analysis for aggregate sampled at the plant. Asphalt content, Maximum Density, and In-Place Density for AC sampled at the site. (A Certificate of Compliance may be accepted for Liquid Asphalt).

Soil – Maximum Density, In-Place Density (relative Compaction) at the site.

Concrete – Sieve analysis for aggregate sampled at the plant. (A Certificate of Compliance may be accepted for aggregate Cleanliness, aggregate Sand Equivalent, Admixtures, and Portland Cement concrete.) Compressive Strength (Cylinders).

6.6 **Test Result Reporting Guidelines.** Results should be submitted to the Resident City Engineer within 3 working days of sampling, or as dictated by the construction schedule. Results may be expedited by using fax, telephone, or e-mail.

6.7 **Summary Logs.** "Material Testing Summary Logs" shall be maintained by the Resident City Engineer for each material requiring multiple sampling and testing. Log data shall include station location, test sample depth, approximate quantity of sample material, test result, and tester.

6.8 **Minor Quantities.** Relatively minor quantities of materials from a known reliable source may be accepted with testing if:

a. The Resident City Engineer performs visual examination of materials, or

b. The manufacturer or supplier certifies that the material furnished complies with specification requirements.

Such records of acceptance shall be placed in the Resident City Engineers project files with related inspection notes.

Examples of maximum "minor quantities" include (from LAPM-16.14):

- Aggregates used for other than Portland Cement concrete: 100 tons per day or 500 tons per project.

- Bituminous mixtures: 50 tons per day or 500 tons per project.
- Bituminous material: 100 gallons per project.
- Paint: 20 gallons per project.
- Non-reinforced or clay pipe: 100 lineal feet.

6.9 **Re-testing.** Failing test results require re-testing to isolate the failed area. The Log Summary shall cross-reference the retest to the initial failed test.

7.0 Independent Assurance Sampling and Testing (IAST)

7.1 **Definition.** The purpose of these procedures is to verify that Acceptance Testing is being performed correctly and reliably, and to ensure that equipment is properly calibrated.

7.2 **Applicability.** IAST procedures are required for publicly funded projects on and off the NHS system. For on-NHS projects, LAPM-16.14 procedures apply. For off-NHS projects, the City will verify that its consultant laboratory's QAP includes IAST procedures for "testing its own testers." IAST procedures are optional, and may be required at the discretion of the Public Works Director, for non-Federally funded projects.

7.3 **IAST Testers.** Only persons holding an Independent Assurance Sampler Tester Certificate may perform IAST. These may include individually certified or City REs, laboratory personnel of consultant testers. Testers shall be free of conflict of interest if also performing other testing work for other local, state and federal agencies.

7.4 **Frequency of IAST.** The IAST frequency shall be as specified in the consultant laboratory's QAP for each project where IAST is required.

8.0 Testing of Manufactured and Assembled Materials

8.1 **Definition.** This procedure provides methods for inspecting, accepting and testing materials that are manufactured or prefabricated off the project site.

8.2 **Certificate of Compliance.** The City may accept manufactured products, materials, or assemblies if accompanied by a Certificate of Compliance, provided they do not involve structural integrity or public safety. Such Certificate shall be signed by the manufacturer and shall state that materials and workmanship conform to the specific project specifications.

8.3 **Source Inspection.** As an alternative to a Certificate of Compliance, the City or its consultant may request a Source Inspection in accordance with LAPM-16.14 procedures.

8.4 **Applicable Materials.** Contract documents shall specify that materials require a Certificate of Compliance (or optional Source Inspection.) Typical materials are listed in LAPM Exhibit 16-T.

8.5 **Responsibility.** The Resident City Engineer (RCE) shall ensure that Certificates are furnished with material deliveries and are kept in the RCE's project file.

8.6 **Documentation.** The certified material's lot number shall be identified on the certificate. In addition, this data shall be referenced on the inspector's daily logs and laboratory reports.

8.7 **Re-Testing.** Certified materials may be sampled and tested again on the job site, and rejected for cause whether in place of not.

Award of Contract
The City expects to award up to five (5) Material Sampling and Testing Master Services Agreements (MSA). These Testers shall make up the Department of General Services On Call list of Material Testers. The City intends to select Material Testers from the list on a rotating basis; however, the City reserves the right to select Testers based upon past performance, current project requirements, and/or equity in contract expenditures. For each subsequent project, the next consultant will be selected based upon a review of the tests required for the specific project, using the unit prices contained in the MSA, and upon negotiated unit prices for required additional services, if applicable.
A purchase order tied to the MSA will then be prepared for the project.

City's Rights, Options, and Policies
The City reserves the right to postpone selection for its own convenience, to interview top ranked firms to determine the most qualified, to cancel this RFQ at any time, and/or to reject any and all submissions without indicating any reason. The City highly encourages participation by qualified firms in all aspects of consultant contracting.

Scope of Services to be Provided

1. The City's Department of General Services, is responsible for the construction of public projects within the City of Sacramento. In order to provide timely sampling and testing and prompt response to test requests, Tester will be required to perform a variety of sampling and testing services including, but not limited to: soils, concrete, asphalt, and other materials common to public works construction. These tests will be performed on construction sites overseen by the City. These tests are set forth in the Material Sampling and Testing Unit Price Schedule, a copy of which is located at the end of this section. A supplement to the Material Sampling and Testing Unit Price Schedule has been included to provide for the special inspection of projects primarily delivered by the General Services Department, Architecture & Engineering Section.

2. Tester will be available <u>twenty-four hours per day</u> to perform services generic to civil and other projects, including, but not limited to, the following:

   - Perform, oversee and coordinate all aspects of project material sampling and testing per the specific plans and specifications of each project assigned, and in accordance to the attached "City of Sacramento Construction Quality Assurance Program." For state or federally funded projects, specific attention should be directed to Section 7.2, "Applicability", with regard to Independent Assurance Testing requirements.

   - Provide technical expertise as necessary.

   - Report results of tests to the City representative on the project as requested. In the case of failed tests, immediate reporting is required.

- Regularly report results of testing, maintain schedules, employ state certified testing machines, which are properly calibrated, and adhere to other requirements of the City, State or Federal Government.

- Provide cost estimates, special inspections and other special reports and associated duties generic to standard material sampling and testing.

3. Services under this Agreement shall be procured in the following manner:

   A. The City will contact Tester regarding a specific task/project. The entire scope of the Services to be provided by Tester shall be defined at this time.

   B. The City and Tester will agree on Tester's compensation in accordance with Attachment 1 to Exhibit B and upon negotiated unit prices for items not identified in Attachment 1 to Exhibit B. The attached list is the most recent unit price schedule, and it is anticipated that these rates will be used for 2007, and that they will be increased in 2008 pursuant to the DLSR. The City Department of General Services objective is to maintain reasonable rates.

   C. The City will issue an Addendum incorporating the scope of Services to be provided and the not to exceed dollar amount agreed to by the City and Tester.

4. Work by Others: The City may cause work to be performed by others during the duration of this contract. The Tester will cooperate fully with contractors and others and operate so as not to cause any delay or disruption to others in the performance of their work.

5. Review of Site Conditions: Prior to commencement of testing for a specific project, Tester shall observe the site conditions and review drawings, Contract Documents, and Geotechnical Report, if available. Tester shall note and record existing conditions, and notify the City of any discrepancies which will affect Tester's work.

6. Test and Inspection Procedure. The Tester shall:

   A. Respond to a request from the designated representative of the City, at the time and place requested, provided that a minimum of 24 hours notice has been given. Note the source of request and assign consecutive test and inspection numbers for each separate test or inspection type designated in the Test Frequency Schedule or as identified by City's representive. The first four positions of the test/inspection number shall be the Project Number (for example, PA11). The next positions shall be the alphabetical abbreviation for the type of test or inspection (for example, SND = soil density with nuclear instrument). The next three positions shall be the serial number of the test or inspection type, starting at **001** for each type.

   B. Notify the City's designated representative prior to or upon arrival at the job-site and follow any further instructions.

C. Review construction contract documents and test and inspection specifications to determine test and inspection requirements and standards and material compliance criteria prior to performing tests.

D. Conduct the test or inspection in accordance with specified procedures. Prior to leaving the job-site, mark the test or inspection location on the City's record drawings using the test or inspection number.

E. Immediately notify the City's designated representative of any discrepancy which indicates inadequate test/inspection area preparation or likelihood of failure to meet construction contract criteria.

F. After preparation of the test report on the approved form, the final positions of the test or inspection number will be added as follows:

No suffix after serial number	Indicates that the test or inspection demonstrates compliance
(F)	Indicates a test or inspection which failed to demonstrate compliance
(RF)	Indicates failed retest/re-inspection, respectively, of a failed test or inspection
(RP)	Indicates passing retest/re-inspection, respectively, of a failed test or inspection
(NR)	Indicates that the test area was not prepared for testing

An example of a completed test number is **PA11-SND-025-RP.** This number indicates contract PA11, 25th Nuclear Density taken, passing retest of original test number 25 which failed. Retest/re-inspections and tests/inspections performed on areas which were originally inadequately prepared will have the same serial number as the original test/inspection (in this example, 025) with the alphabetic suffix indicating the repetition (in this example, NR).

G. Provide test and inspection reports to the City and to the Construction Contractor preferably before leaving the site but no later than seven days of the test performance date.

Services may involve varying levels of effort during the term of the agreement. The need for services may not be continuous during the term. It is understood and agreed by Tester that no services at all may be required by City under this Agreement. If services are performed under this Agreement, payment for said services shall not exceed $300,000.00 per firm, per fiscal year. Any project requiring services which will exceed this amount must be specifically approved by the City Council prior to commencement of Services.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION-RELATED SERVICES

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $ 300,000.00 (THREE HUNDRED THOUSAND DOLLARS).

2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

   A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

   B. All invoices submitted by CONTRACTOR shall contain the following information:

      (1) Job Name
      (2) Description of services billed under this invoice, and overall status of project
      (3) Date of Invoice Issuance
      (4) Sequential Invoice Number
      (5) CITY's Purchase Order Number
      (6) Total Contract Amount
      (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
      (8) Total Billed to Date
      (9) Total Remaining on Contract
      (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

   C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

Yadi Kavakebi, Project Manager
5730 24th Street, Building 4
Sacramento, CA 95822

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.

6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1
to Exhibit B

MATERIAL SAMPLING AND TESTING UNIT

ITEM	SPECIFICATION	TEST CODE	AVERAGED UNIT BID PRICE	AVERAGED UNIT BID PRICE FOR ADDITIONAL
EARTHWORK				
Moisture/Density Curve	ASTM D1557	SMD	$ 208.00	$ 208.00
Relative Compaction-Curve	Cal Test 216	RCC(CT)	$ 216.00	$ 216.00
Relative Compaction-Curve	ASTM 1557	RCC(A)	$ 212.00	$ 212.00
Relative Compaction-Nuclear	Cal Test 231	RCN	$ 104.00	$ 98.00
Atierberg Limits (LYP1)	ASTM D4-318		$ 159.40	$ 159.40
California Bearing Ratio	ASTM D1883		$ 516.00	$ 516.00
CDF/Soil Cement Compression Test	ASTM D4832 CT373		$ 273.00	$ 273.00
Compaction Characteristics: Laboratory Moisure/Density Relationship	**ASTM D68** Method A		$ 176.00	$ 176.00
	Method B,C & D		$ 187.00	$ 187.00
	CT 216		$ 201.00	$ 201.00
Consolidation Test (with rate data)	ASTM D2435		$ 365.00	$ 365.00
Direct Shear Test	**ASTM D3080** Undisturbed/Unconsolidated		$ 197.20	$ 197.20
	Undisturbed/Saturated		$ 208.20	$ 208.20
	Consolidated Remolded and Consolidated		$ 221.40	$ 221.40
Durability (course/fine)	CT229		$ 236.40	$ 236.40
Expansion Index	QBC 18-2		$ 181.67	$ 181.67
Grain size analysis				
Dry sieve (coarse)	ASTM C136		$ 99.00	$ 99.00
Wet sieve (coarse or fine)	CT 202		$ 104.00	$ 104.00
Passing No.200 Soils	ASTM D1140		$ 82.00	$ 82.00
Hydrometer	ASTM D422		$ 123.00	$ 123.00
			$ 122.50	$ 122.50
Moisture content	ASTM D2216, D4643		$ 36.00	$ 36.00
Permeability, falling or constant head	ASTM, D2434, D5084		$ 343.00	$ 343.00
Resistance 'R" Value	CT 301, ASTM D2844		$ 275.00	$ 275.00
Untreated Samples	ASTM D2844		$ 203.00	$ 203.00
Laboratory-Mixed Cement or Lime Stabilized			$ 229.40	$ 229.40
Lime-Treated Unconfined Compression	CT373		$ 469.40	$ 469.40
Determination of Free lime	CT414		$ 142.00	$ 142.00
Sand Equivalent (average of 3)	CT217		$ 133.00	$ 133.00
Specific Gravity of Soils	ASTM, C127, C128, D854		$ 100.60	$ 100.60
Triaxial Shear test (3 points, quick)	ASTM D2850		$ 342.00	$ 342.00
Undisturbed samples			$ 303.20	$ 303.20
Remolded samples				
Unconfined Compression Test	ASTM D2166		$ 74.00	$ 74.00
Including Moisture Content				
and unit weight				
Unit Weight/Moisture Content	ASTM D2937		$ 33.80	$ 33.80
(Sample Tubes)	D4643		$ 33.80	$ 33.80
AGGREGATE BASE				
Moisture/Density Curve	ASTM D1557/D2922	SMD	$ 213.00	$ 213.00
In-place moisture/density	ASTM D2216/D1556	SD	$ 104.00	$ 96.00
Nuclear moisture/density	ASTM D3017/2922	SND	$ 104.00	$ 96.00
Sieve Analysis	Cal Test 202	SIA	$ 116.00	$ 116.00
R-Valve	Cal Test 301	SRV	$ 263.00	$ 243.00
Sand Equivalent	Cal Test 217	SAE	$ 123.00	$ 123.00
Durability	Cal Test 229	DUR	$ 162.00	$ 162.00

ASPHALT PAVING				
Extraction-Bituminous Content	Approved Cal Test Method	AX	$ 312.00	$ 312.00
In-place density	Cal Test 375	AD	$ 94.00	$ 86.00
Maximum density	Cal Test 375	MAD	$ 228.00	$ 223.00
Sieve Analysis	Cal Test 202	SIA	$ 116.00	$ 114.00
CONCRETE				
Concrete Slump, Cylinders Samples	ASTM C143	CES	$ 102.00	$ 86.00
	Cal Test 539		$ 102.00	$ 86.00
Concrete Cylinder Compressive Str.	Cal Test 539	CCL	$ 24.40	$ 24.40
Placement Inspection	UBC Sec. 1701	CPL	$ 102.00	$ 86.00
Sieve Analysis	Cal Test 202	SIA	$ 115.00	$ 114.00
CONCRETE TESTING				
Concrete Mix Design or Review			$ 131.00	$ 121.00
Field Observation, Batch Plant Observations or Casting of Concrete Test Specimens	ASTM C192		$ 131.00	$ 121.00
Compression Tests	ASTM C39			
6x12 concrete cylinder			$ 24.40	$ 24.40
6x12 concrete cylinder handled & cured,			$ 18.80	$ 18.80
Concrete cores, including trim	ASTM C42/C39		$ 45.00	$ 45.00
Shotcrete Cores	ASTM C42/C39		$ 45.00	$ 45.00
High Strength Grout Cubes	ASTM C109		$ 25.40	$ 25.40
Flexural Strength	ASTM C78, C293		$ 86.00	$ 86.00
Unit Weight of Hardened Concrete	ASTM C567, C495		$ 57.00	$ 57.00
Splitting Tensile Tests	ASTM C496		$ 60.60	$ 60.60
LaboratoryDrying Shrinkage Test (Set of 3)				
	ASTM C157		$ 291.00	$ 291.00
Concrete Cylinder Molds (6x12)			$ 4.25	$ 4.25
Concrete Anchor Proof Load Testing			$ 107.00	$ 95.00
R-Meter (Pachometer)Testing			$ 119.00	$ 107.00
Schmidt Hammer Testing (Rebound number)				
	ASTM C805		$ 116.00	$ 104.00
Floor Flatness (F-number testing)	ASTM E1155		$ 234.00	$ 228.00
Windsor Probe Testing			$ 119.00	$ 107.00
Windsor Probe Test Shot			$ 98.40	$ 92.40
Concrete Coring	ASTM C42		$ 161.00	$ 145.00
Floor Slab Moisture Emission Test	ASTM F1869		$ 122.00	$ 106.00
MASONRY TESTING				
Materials Tester-masonary inspection and (DSA certified when required)			$ 103.00	$ 81.00
Compression Tests				
Grout	UBC 21-18		$ 26.60	$ 26.60
Mortar	UBC 21-16		$ 25.60	$ 25.60
Concrete Masonary Units	ASTM C140		$ 70.00	$ 70.00
Brick	ASTM C67		$ 59.00	$ 59.00
Composite Masonary Prism	UBC 21-17		$ 94.00	$ 94.00
Absorbtion and Moisture Content of Concrete masonary Unit	ASTM C140		$ 73.00	$ 73.00
Linear Shrinkage, Concrete Masonary Unit (set of 3)	ASTM C426		$ 217.60	$ 217.60
Modulus of Rupture, Brick	ASTM C67		$ 72.00	$ 72.00
Absorption with Coefficient, Brick	ASTM C67		$ 75.00	$ 75.00
Mortar Cylinder Mold			$ 3.50	$ 3.50
Masonary Coring			$ 161.00	$ 145.00
Masonary Core Compression tests		2004 CBC Title 24,	$ 75.00	$ 75.00
Masonary Core Shear Strength		2004 CBC Title 24,	$ 105.00	$ 105.00
Brick Veneer Shear Strength		2004 CBC Title 24,	$ 108.00	$ 108.00
			$ 132.00	$ 120.00
In-place Masonary Shear Testing			$ 150.00	$ 150.00
Rental Equipment & Labor				

STEEL TESTING				
Steel/Welding Inspector-rebar placement and welding inspection			$ 106.00	$ 100.00
High Strength Bolt Assembly Laboratory Hardness Testing (Bolt, Nut, Washer)			$ 80.00	$ 80.00
			$ 95.00	$ 89.00
Ultrasonic Testing				
Tensile Test			$ 66.00	$ 68.00
Up to ¾"	ASTM A36		$ 88.00	$ 88.00
Sizes larger than ¾"				
Machining of Test Specimens			$ 53.00	$ 53.00
Fireproofing Unit Weight	ASTM E605			
REINFORCING STEEL TESTING				
Tensile Tests			$ 80.00	$ 80.00
Up to Size No.7	ASTM A370		$ 104.00	$ 104.00
From No.8 through 14	ASTM A370			
Fee Schedule				
			$ 60.00	
Administrative Assistant				
			$ 97.00	
Soil Tester				
			$ 85.00	
Drafts Person				
			$ 135.00	
Geologist/Engineer				
			$ 158.00	
Senior Geologist/Engineer				
			$ 179.00	
Principal Geologist/Engineer				
			COST + 15%	
Rental Equipment				

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION-RELATED SERVICES

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*] __X__ Not furnish any facilities or equipment for this Agreement; or

____ furnish the following facilities or equipment for the Agreement; [*list, if applicable*]

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION-RELATED SERVICES

GENERAL PROVISIONS

1. **Independent Contractor.**

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright,

data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the

notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered

by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, CITY, its agents, servants, or independent contractors who are directly responsible to CITY, or (ii) the active negligence of CITY.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of

one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

> "I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

> ___X__ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

> "I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

(4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million ($1,000,000) dollars if required by the CITY under Exhibit A, Section 2.

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

X Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

(2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

(1) Except for professional liability, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.

(3) Coverage shall state that CONTRACTOR'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.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) The CITY may withdraw its offer of contract or cancel this Agreement if the

certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. **Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas

and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Contract Services Unit
  921 10th St., Room 402
  Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

Attachment B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Contract Services Unit
  921 10th St., Room 402
  Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

MUST BE POSTED IN CONSPICUOUS PLACE

CITY OF SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

154972

154972

Business name	CONSTRUCTION TESTING SERVICES
Business address	4770 DUCKHORN RD
Owner	GREENAN, PATRICK
Type of Busniess	MATERIAL TESTING/INSPECTIONS
Tax Classification	401

FROM Mo. Day Yr.	TO Mo. Day Yr.
07/15/07	06/30/08
	EXPIRES

TOTAL PAID: $126.00

CONSTRUCTION TESTING SERVICES
BRENDA HARNS
2174 RHEEM DR #A
PLEASANTON, CA 94588

CITY OF SACRAMENTO
NOV 27 2007
VALIDATED
PAID

VOID IF NOT

This certificate is not to be construed to represent or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration.)

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

S813 6/12

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/22/2008

PRODUCER (714)979-6543 FAX (714)549-2943
Wigmore Insurance Agency, Inc.
2970 Harbor Blvd. #215
License #0811959
Costa Mesa, CA 92626

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Construction Testing Services, Inc.
2174 Rheem Drive
Pleasanton, CA 94588

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty Co of America	
INSURER B: Ace American Insurance Co.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	6806642L694	08/01/2007	08/01/2008	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 500,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
B		OTHER Professional Liability (Claims Made Form)	G21679859003	09/10/2007	09/10/2008	$1,000,000 EACH CLAIM $2,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED (GENERAL LIABILITY) PER BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS) FORM CGD3810906.
ON-CALL MATERIALS SAMPLING & GEOTECHNICAL TESTING (PN: 388545)

CANCELLATION NOTICE IS 10 DAYS IN THE EVENT OF NON PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

CITY OF SACRAMENTO
DEPARTMENT OF GENERAL SERVICES
5730 - 24TH STREET
BUILDING ONE
SACRAMENTO, CA 95822

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Timothy Wigmore/K140

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TRAVELERS One Tower Square, Hartford, Connecticut 06183

RENEWAL CERTIFICATE

COMMON POLICY DECLARATIONS
OFFICE PAC
BUSINESS: ENGINEERS

POLICY NO.: 680-6642L694-TIL-07
ISSUE DATE: 10-09-07

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. **NAMED INSURED AND MAILING ADDRESS:**
   CONSTRUCTION TESTING SERVICES, INC.
   2174A RHEEM DR

   PLEASANTON CA 94588-2775

2. **POLICY PERIOD:** From 08-01-07 to 08-01-08 12:01 A.M. Standard Time at your mailing address.

3. **LOCATIONS:**

PREM. NO.	BLDG. NO.	OCCUPANCY	ADDRESS (same as Mailing Address unless specified otherwise)	
01	01	ENGINEERS	2174A RHEEM DR PLEASANTON	CA 94588
02	01	ENGINEERS	1223 BEAMER ST UNIT A-2 WOODLAND	CA 95776

4. **COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:**

COVERAGE PARTS AND SUPPLEMENTS	INSURING COMPANY
Businessowners Coverage Part	TIL

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

6. **SUPPLEMENTAL POLICIES:** Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY
DIRECT BILL		

7. **PREMIUM SUMMARY:**

Provisional Premium	$	2,159.00
Due at Inception	$	
Due at Each	$	

NAME AND ADDRESS OF AGENT OR BROKER

HALL\MICHAEL J\& COMPANY CFC98
19578 10TH AVE NE
POULSBO WA 98370

COUNTERSIGNED BY: Cathy L Hall
Authorized Representative

DATE: 10/22/07

IL T0 25 08 01 (Page 1 of 01)
Office: SPECIALIST A&E DOWN

013395

POLICY NUMBER: 680-6642L694-TIL-07
EFFECTIVE DATE: 08-01-07
ISSUE DATE: 12-20-07

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

* IL T0 25 08 01	RENEWAL CERTIFICATE
* MP T0 01 02 05	BUSINESSOWNERS COVERAGE PART DECS
* IL T8 01 01 01	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
* IL T3 15 02 04	COMMON POLICY CONDITIONS

BUSINESSOWNERS

* MP T1 30 02 05	TBL OF CONT-BUSINESSOWNERS COV-DELUXE
* MP T1 02 02 05	BUSINESSOWNERS PROPERTY COV-SPEC FORM
* MP T1 05 02 05	AMENDATORY PROVISIONS-OFFICES
* MP P0 01 08 06	ARCHITECTS,ENGINEERS & SURVEYORS END
* MP T3 06 01 00	SEWER OR DRAIN BACKUP EXTENSION
* MP T3 07 03 97	PROTECTIVE SAFEGUARDS-SPRINK&RESTAURANT
* MP T3 25 01 06	TERRORISM RISK INS ACT OF 2002 NOTICE
* MP T3 29 02 05	ERISA COVERAGE
* MP T1 55 02 05	AMEND EMPLOYEE DISHONESTY LIMIT
* MP T4 90 02 05	NON-CUMULATION OF LIMITS-CALIFORNIA
* MP T5 08 01 06	CALIFORNIA CHANGES-REPLACEMENT COST
* MP T5 02 02 05	CA CHANGES - ESCROW AGENT

COMMERCIAL GENERAL LIABILITY

* CG D3 15 11 03	BLANKET DESIG LOCATION(S) GENL AGGR LMT
* CG T0 34 11 03	TABLE OF CONTENTS
* CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COV FORM
* CG D2 55 11 03	AMENDMENT OF COVERAGE - POLLUTION
* CG D3 09 11 03	AMEND ENDT-PRODUCTS-COMPLETED OPR HAZARD
* CG D3 81 09 06	ADDT INSURED ARCHITECT,ENGINEER,SURVEYOR
* CG 21 70 11 02	CAP ON LOSSES CERTIFIED ACTS TERRORISM
* CG D0 37 04 05	OTHER INSURANCE-ADDITIONAL INSUREDS
* CG D2 34 01 05	WEB XTEND - LIABILITY
* CG D3 79 09 06	ARCHITECT,ENGINEER,SURVEYOR XTEND ENDORS
* CG D2 88 11 03	EMPLOYMENT-RELATED PRACTICES EXCLUSION
* CG D3 26 01 04	EXCLUSION-UNSOLICITED COMMUNICATIONS
* CG D3 56 01 05	MOBILE EQUIP/EXCL VEHICLES SUB TO MV LAW
* CG D3 80 09 06	EXCLUSION-ENGINEER,ARCHITECT,SURVEY PROF
* CG D0 76 06 93	EXCLUSION-LEAD
* CG D1 42 01 99	EXCLUSION-DISCRIMINATION
* CG D2 42 01 02	EXCLUSION WAR
* CG T4 78 02 90	EXCLUSION-ASBESTOS
* CG T3 33 11 03	LIMIT WHEN TWO OR MORE POLICIES APPLY
* CG 32 34 01 05	CALIFORNIA CHANGES

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

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. **WHO IS AN INSURED (Section II)** is amended to include any person or organization that you agree in a "contract or agreement 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 the injury or damage arises out of the performance, by you or your subcontractor, of "your work" to which the "contract or agreement requiring insurance" applies. Such person or organization does not qualify as an additional insured with respect to their independent acts or for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. 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.
   b. This insurance does not apply to the rendering of or failure to render any "professional services".
   c. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in that "contract or agreement requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.
3. The following is added to Paragraph **a.** of **4. Other Insurance** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

   However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an 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 that is available to such additional insured which covers such additional insured as a named insured, 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 entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.
4. The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

   We waive any rights 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, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.
5. As respects the insurance provided to the additional insured by this endorsement, the following definition is added to **DEFINITIONS (Section V)**:

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Includes copyrighted material of Insurance Services Office, Inc., with its permission.

008530

"contract or agreement requiring insurance" means that part of any contract or agreement 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 entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

All other terms of your policy remain the same.

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/21/2008

PRODUCER Phone: (415) 951-0738 Fax: 415-951-0739
ROBERT E. KENNEDY INSURANCE AGENCY
760 MARKET STREET, STE # 327
SAN FRANCISCO CA 94102

Agency Lic#: 0762839

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: MERCURY CASUALTY COMPANY	11908
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
CONSTRUCTION TESTING SERVICE, INC.
2174 RHEEM DRIVE SUITE A
PLEASANTON CA 94588

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE / OCCUR				MED. EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS-COMP/OP AGG.	$
							$
A	YES	AUTOMOBILE LIABILITY	AC11081816	10/05/07	10/05/08	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		X SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		X HIRED AUTOS					
		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	$
						E.L. DISEASE-POLICY LIMIT	$
		OTHER:					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

The City of Sacramento is listed as additional insured in respect to the commercial auto section

CERTIFICATE HOLDER

City of Sacramento - On-Call Services
5730 24th Street, Building One
Sacramento, CA 95822

Attention:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert E. Kennedy

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

MERCURY CASUALTY COMPANY 11 END.# 009

This endorsement forms part of the policy shown below, all other terms and conditions of this policy remain unchanged.

Policy No. : AC11081816
Effective Date : 02/22/2008 12:01 A.M.
Named Insured : CONSTRUCTION TESTING SERVICES INC

IT IS AGREED AND UNDERSTOOD THAT THE FOLLOWING ARE LISTED AS
ADDITIONAL INSURED ON ALL VEHICLES COVERED BY THIS POLICY:
CITY OF SACRAMENTO- ON-CALL SERVICES
5730 24TH STREET, BUILDING ONE
SACRAMENTO, CA. 95822

This agreement applies to this policy, or any continuation, renewal or replacement of this policy by the Named Insured, or the reinstatement within 30 days of any lapse thereof.

UC-44 /1994

Producer ROBERT E.KENNEDY INS.AGCY. 0449

PRODUCER COPY

Process Date: 02/22/2008

POLICYHOLDER COPY

NB

STATE COMPENSATION INSURANCE FUND

P.O. BOX 420807, SAN FRANCISCO,CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 02-21-2008

GROUP:
POLICY NUMBER: 1850589-2007
CERTIFICATE ID: 510
CERTIFICATE EXPIRES: 07-01-2008
07-01-2007/07-01-2008
THIS CERTIFICATE SUPERSEDES AND CORRECTS
CERTIFICATE # 509 DATED 02-21-2008

CITY OF SACRAMENTO, DEPT OF GENERAL SVCS NB

5730 24TH ST BLDG ONE
SACRAMENTO CA 95822-3604

JOB:CITY OF SACRAMENTO ON-CALL SERVICES
5730 - 24TH ST., BLDG 1
SACRAMENTO
CA 95822

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **30** days advance written notice to the employer.

We will also give you **30** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Meany — AUTHORIZED REPRESENTATIVE

Janet Frank — PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2008-02-21 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: CITY OF SACRAMENTO, DEPT OF GENERAL SVCS

ENDORSEMENT #1600 - PATRICK GREENAN PRES - EXCLUDED.

ENDORSEMENT #1600 - KEVIN DUGGAN VP - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2007 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

CONSTRUCTION TESTING SERVICES NB
2174 RHEEM DR STE A
PLEASANTON CA 94588

[P1V,NB]

PRINTED : 02-21-2008

(REV.2-05)