

**COUNTY OF SAN MATEO AGREEMENT WITH INDEPENDENT CONTRACTOR
FOR PROFESSIONAL SERVICES
AGREEMENT NO. CMO 03 10B**

This Agreement entered this 18th day of November, 2003, by and between the County of San Mateo, a political subdivision of the State of California, hereinafter called "County" and Signet Testing Labs, Inc., hereinafter called "Contractor".

WITNESSETH

WHEREAS, the County has the authority to engage independent Contractors to perform sundry services for the County, with or without the furnishing of materials; and

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing services and/or purchasing material hereinafter described:

IT IS AGREED BETWEEN THE COUNTY AND CONTRACTOR as follows:

1. Scope of Work. Contractor shall provide all labor, material, and incidentals, in accordance with the terms of this Agreement, necessary to:

Provide materials testing and construction inspection services for the San Mateo County Youth Services Center as further detailed in attached Exhibit "A", Contractor's Proposal dated September 3, 2003 and Exhibit "B", Contractor's Proposal dated October 16, 2003.

2. Schedule and Term.

The term of the contract is from November 1, 2003 through November 1, 2006. Work is to be coordinated and scheduled per the construction schedule issued by Turner Construction Co.

3. Payments. In consideration of the services rendered in accordance with the terms, conditions and specifications set forth herein and in attached exhibits, if any, County shall make payment to Contractor as follows:

The total not-to-exceed contract amount is \$306,629, which includes \$291,779 for materials testing and inspection as further detailed in Exhibit "A" and \$14,850 for general building inspection as further detailed in Exhibit "B". Payment will be made upon receipt of an invoice and acceptance of work by the County.

4. Changes. County may require changes in the scope of services to be performed by Contractor under this Agreement and Contractor agrees to perform said changes. Such changes, including any increase or decrease in the Contractor's fee, shall be made by written amendment to the Agreement and such amendment shall be issued prior to commencing with the changes. Changes to this Agreement will be paid for at a lump sum amount agreed to by the parties or at an amount based on the actual labor hours and expenses incurred in the performance of the change as directed by the County.

5. Relationship of the Parties. It is understood that this is an Agreement by and between County and Contractor and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other relationship whatsoever other than that of independent contractor.

6. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this Agreement without the prior written consent of the County. All assignees, subcontractors, or consultants approved by the County shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's, or consultant's act and/or omissions. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and a copy shall be provided to the County.

7. Termination of Agreement. Either party may terminate this Agreement after giving the other party written notice of a violation of this Agreement and the violating party does not correct the violation within fifteen calendar days after receiving said notice. Said notice shall specify what work other than correcting the violation may be performed after receipt of such notice. Violations of this Agreement include failure to perform obligations required by this Agreement in a timely and proper manner and failure to adhere to the covenants, terms, conditions or stipulations of this Agreement.

In the event of such termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, reports, and specifications prepared by Contractor shall, at the option of the County become the property of County, and Contractor shall be entitled to receive just and equitable compensation for work completed in accordance with this Agreement. Notwithstanding the above, Contractor shall not be relieved of any liability to County for damages sustained by County by reason of Contractor's breach of this Agreement and County may withhold any and all payments to Contractor until such time as the exact amount of damages due the County from Contractor has been determined.

County may terminate this Agreement at any time without cause upon ten calendar days written notice to Contractor, and thereupon all documents, data, studies,

surveys, drawings, estimates, reports and specifications prepared by Contractor shall become the property of County and subject to payment therefore be delivered to County upon demand. Said notice shall specify what work may be performed after receipt of such notice. In the event of such termination by County without cause, County shall pay Contractor for services actually performed pursuant to this Agreement prior to the date of termination.

8. Hold Harmless. The Contractor shall indemnify and hold harmless the County, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind and description, including those of third parties, brought as a result of the negligent performance of work required pursuant to this contract. This indemnification and hold harmless shall include but not be limited to all claims, suits, or actions brought for or on account of (1) injuries to or death of any person, including Contractor; or (2) damage to property or any kind whatsoever and to whomsoever belonging; or (3) any other loss or cost as a result of this work; or (4) the concurrent active or passive negligence of the County, its officers, agents, or employees and servants. This indemnification and hold harmless shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

The duty of the Contractor to indemnify and hold harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require the Consultant to indemnify the County, its officer, agents, employees and servants against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

9. Insurance. The Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained. The Contractor shall furnish County with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall be endorsed to provide thirty calendar days written notice to County of any change in the limits, cancellation or other modification of the insurance.

The Contractor shall have in effect during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage in accordance with Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code.

Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability Insurance and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all

operations under this Agreement, whether such operations are by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below:

A.	Comprehensive General Liability	\$1,000,000
B.	Motor Vehicle Liability Insurance	\$1,000,000
C.	Professional Liability	\$1,000,000

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

10. Non-Discrimination. Contractor, with regard to this Agreement, shall not discriminate on the grounds of age, ancestry, creed, color, disability, marital status, medical condition, national origin, political or religious affiliation, race, sex, sexual orientation or any other non-job-related criteria. This shall apply to Contractor's organization and in the selection and retention of subcontractors and vendors. In regard to contracts over \$5,000 with respect to the provision of employee benefits, Contractor shall comply with the County Ordinance, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of

allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

11. Records. Any system or documents developed, produced or provided under this contract shall become the sole property of the County. Contractor shall maintain all required records for three years after the County makes final payment and all other pending matters are closed, and shall be subject to examination and audit of the County, a federal grantor agency, and the State of California.

12. Notices. Notices are valid only if written. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by certified mail to the last business address known to him who gives the notice.

Notices to the County shall be addressed to:

James Sowerbrower, Project Manager
County of San Mateo
County Manager's Office/Capital Projects Division
455 County Center, 5th Floor
Redwood City, CA 94063
Phone: (650) 363-4658 Fax: (650) 363-4832

Notices to Contractor shall be addressed to:

Martin G. Meier
Vice President, Construction Services
Signet Testing Labs, Inc.
3121 Diablo Avenue
Hayward, CA 94545-2771
Phone: (510) 887-8484 Fax: (510) 783-4295

13. Review of Work. It is understood that periodic review of the Contractor's work will be necessary and the right to review is reserved to the County. Contractor agrees to provide County, or any of its duly authorized representatives, access to any and all books, documents, papers, and records which are directly pertinent to this Agreement. Contractor shall maintain all required records for three years after County makes final payments and all other pending matters are closed

14. Interest of Contractor. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this

Agreement. Contractor further covenants that in the performance of this Agreement no persons having such interest shall be employed.

15. Commencement of Work. Contractor shall commence performance of the services and duties required to be performed under this Agreement immediately upon receiving a signed copy of the Agreement. Contractor shall obtain any license, permit, or approval necessary from any agency whatsoever for the services required by this agent.

16. Compliance with Laws. This Agreement shall be governed by the laws of the State of California. In performing this Agreement, the Contractor shall comply with applicable federal, state, and local codes, statutes, regulations and ordinances currently in effect. Where requested, Contractor shall provide engineering calculations and other information necessary for compliance.

17. Merger Clause. This Agreement, including exhibits, if any, constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each part of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing. In the event of a conflict between the terms, conditions or specifications set forth herein and those in exhibits attached hereto or contractor's proposal, the terms, conditions or specifications set forth herein shall prevail.

18. Exhibits. The following exhibits are a part of this Agreement:

Exhibit "A" Contractor's Proposal dated September 3, 2003

Exhibit "B" Contractor's Proposal dated October 16, 2003

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized agents on the day and year first above written.

COUNTY OF SAN MATEO

By _____
Rose Jacobs-Gibson
President, Board of Supervisors


Date _____

ATTEST:

Clerk, Board of Supervisors

Date: _____

SIGNET TESTING LABS, INC.

By  _____

Print Name THOMAS COLE

Title PRESIDENT

Date 10/27/03

MATERIALS TESTING AND INSPECTION SERVICES
San Mateo County Youth Services Center
September 3, 2003

SERVICES	QTY		RATE	EXTENSION
I. SITE WORK				
A. UTILITIES TRENCHING / EARTHWORK / FILL MATERIAL (by soils engineer)				
B. HARDSCAPE / SITE RETAINING WALLS				
Reinforced Concrete	96 hrs	\$	44.75	\$ 4,296.00
Concrete / Shotcrete Placement	80 hrs	\$	44.75	\$ 3,580.00
Concrete Sampling / Slump	36 hrs	\$	44.75	\$ 1,611.00
Concrete Compression Tests	72 ea	\$	14.00	\$ 1,008.00
Sample Pick Up / Delivery	15 ea	\$	25.00	No Charge
SUBTOTAL SITEWORK				\$ 10,495.00
II. BUILDING STRUCTURES				
A. STRUCTURAL REINFORCED CONCRETE (based on average of 60 pours)				
Onsite Concrete foundation (footings / grade beams)				
Reinforcing Steel Placement	212 hrs	\$	44.75	\$ 9,487.00
Concrete Placement	196 hrs	\$	44.75	\$ 8,771.00
Slab-on-Grade				
Reinforcing Steel Placement	100 hrs	\$	44.75	\$ 4,475.00
Concrete Placement	108 hrs	\$	44.75	\$ 4,833.00
Walls				
Reinforcing Steel Placement	120 hrs	\$	44.75	\$ 5,370.00
Concrete Placement	132 hrs	\$	44.75	\$ 5,907.00
Elevated Deck Concrete				
Reinforcing Steel Placement	128 hrs	\$	44.75	\$ 5,728.00
Concrete Placement	124 hrs	\$	44.75	\$ 5,549.00
Lab Tests / Support				
Mill Certificate / Submittal Review (allow 3 working days lead time for review)	16 hrs	\$	70.00	\$ 1,120.00
Concrete Compression Tests	580 ea	\$	14.00	\$ 8,120.00
Sample Pickup / Delivery	60 ea	\$	25.00	No Charge
SUBTOTAL STRUCTURAL REINFORCED CONCRETE				\$ 59,360.00

MATERIALS TESTING AND INSPECTION SERVICES (continued)

SERVICES	QTY	RATE	EXTENSION
II. BUILDING STRUCTURES (continued)			
B. CMU/MASONRY (interior and exterior)			
Block Pre-Cast Testing	10 ea	\$ 110.00	\$ 1,100.00
Rebar and Grout Placement	400 hrs	\$ 44.75	\$ 17,900.00
Masonry Composite Prisms	15 ea	\$ 110.00	\$ 1,650.00
Grout/Mortar Compression Tests	144 ea	\$ 14.00	\$ 2,016.00
Sample Pick-up & Delivery	24 ea	\$ 25.00	No Charge
SUBTOTAL STRUCTURAL MASONRY			\$ 22,666.00
C. STRUCTURAL AND MISCELLANEOUS STEEL			
Shop Fabrication			
First Shift (visual)	720 hrs	\$ 39.50	\$ 28,440.00
Second Shift (visual)	700 hrs	\$ 44.50	\$ 31,150.00
NDT / UT	480 hrs	\$ 45.00	\$ 21,600.00
Miscellaneous Steel / Welding Fabrication			
Miscellaneous Frames	96 hrs	\$ 42.50	\$ 4,080.00
Stairs / Handrails	80 hrs	\$ 42.50	\$ 3,400.00
Field Erection and Weldout			
Structural Frame Welding	880 hrs	\$ 44.75	\$ 39,380.00
High Strength Bolts	120 hrs	\$ 44.75	\$ 5,370.00
Decking / Nelson Studs	96 hrs	\$ 44.75	\$ 4,296.00
NDT / UT	496 hrs	\$ 49.75	\$ 24,676.00
Stairs / Mechanical Frame / Canopies	112 hrs	\$ 44.75	\$ 5,012.00
Building Skin Attachments	160 hrs	\$ 44.75	\$ 7,160.00
Documentation			
Submittal Reviews (WPSs, PQRs)	8 hrs	\$ 70.00	\$ 560.00
Mill Certificate Review / Confirmation	36 hrs	\$ 44.75	\$ 1,611.00
SUBTOTAL STRUCTURAL/MISCELLANEOUS STEEL			\$ 176,735.00

MATERIALS TESTING AND INSPECTION SERVICES (continued)

SERVICES	QTY	RATE	EXTENSION
III. BUILDING STRUCTURE SUPPORT SERVICES			
A. FIREPROOFING			
Field Sampling and Thickness	120 hrs	\$ 44.75	\$ 5,370.00
Lab Density Tests	90 ea	\$ 34.00	\$ 3,060.00
Cohesion / Adhesion	12 ea	\$ 25.00	\$ 300.00
B. ANCHOR / DOWEL INSTALLATION			
Visual Observation and Inspection	80 hrs	\$ 44.75	\$ 3,580.00
Proofload / Pull Testing	48 hrs	\$ 44.75	\$ 2,148.00
Special Equipment	48 hrs	\$ 6.00	\$ 288.00
C. STRUCTURAL WOOD FRAME INSPECTIONS			
Shearwall / Diaphragm Nailing	72 hrs	\$ 44.75	\$ 3,222.00
Holddowns / Hardware	60 hrs	\$ 44.75	\$ 2,685.00
D. MEETING ATTENDANCE/REPORTING			
Pre-Construction and Progress Meetings	16 hrs	\$ 70.00	\$ 1,120.00
Final Affidavit (upon request; allow 10 working days for preparation after request)	10 ea	\$ 75.00	\$ 750.00
SUBTOTAL BUILDING STRUCTURE SUPPORT SERVICES			\$ 22,523.00
TOTAL, BASE FEE ESTIMATE			\$ 291,779.00

MATERIALS TESTING AND INSPECTION SERVICES (continued)

SERVICES	QTY	RATE	EXTENSION
QA SERVICES ALTERNATES			
A. WATERPROOFING APPLICATION INSPECTION / OBSERVATION (periodic)			
	72 hrs	\$ 44.75	\$ 3,222.00
B. ROOFING APPLICATION INSPECTION / OBSERVATION (periodic)			
	80 hrs	\$ 44.75	\$ 3,580.00
C. FLOOR FLATNESS / LEVELNESS			
Half Day Visit	10 ea	\$ 495.00	\$ 4,950.00
Full Day Visit	2 ea	\$ 990.00	\$ 1,980.00
D. OUT OF STATE / AREA SHOP FABRICATION SERVICES			
Round Trip Airfare	1 ea	\$ 750.00	\$ 750.00
Travel Time	16 hrs	\$ 44.75	\$ 716.00
Per Diem	100 ea	\$ 75.00	\$ 7,500.00
E. RELOCATABLES (by IOR; per building)			
Source Fabrication Inspection	4 bldg	\$ 2,900.00	\$ 11,600.00
SUBTOTAL QA SERVICES ALTERNATES			\$ 34,298.00

COST SUMMARY

I. SITEWORK	\$	10,495.00
II. BUILDING STRUCTURES		
A. Reinforced Concrete	\$	59,360.00
B. CMU / Masonry	\$	22,666.00
C. Structural / Miscellaneous Steel	\$	176,735.00
III. SUPPORT SERVICES	\$	22,523.00
BASE FEE ESTIMATE	\$	291,779.00
Contingency Fee, 15% of Base	\$	43,767.00
GRAND TOTAL WITH CONTINGENCY	\$	335,546.00

PROJECT ALTERNATES

A. Waterproofing	\$	3,222.00
B. Roofing	\$	3,580.00
C. Floor Flatness / Levelness	\$	6,930.00
D. Out of State / Area Fabrication (Round Trip Travel and Per Diem)	\$	8,966.00
E. Relocatables	\$	11,600.00
F. Mechanical / Electrical / Plumbing	\$	59.50 / hr
G. Life Safety / Smoke Detection / Fire Protection	\$	75.00 / hr

October 16, 2003

EXHIBIT "B"
CMO 03 10B
PAGE 1 of 1

James Sowerbrower
County of San Mateo
County Government Center
Capital Projects Division
455 County Center
Redwood City, CA 94063-1663

**Re: San Mateo County Youth Services Center, San Mateo
Confirmation of Construction Inspection and Materials Testing
Contract Fees Revision**

Dear Jim:

Thank you very much for selecting Signet Testing Labs to provide quality assurance services on your new San Mateo County Youth Services Center. Per our conversation and your request, we are providing a written confirmation of the contract fees revisions requested by your office.

We are prepared to enter into a not-to-exceed (NTE) contract as noted in our base fee estimate in our September 3, 2003, proposal. The fee estimate will be utilized as a ceiling to bill against and we will provide no additional fees beyond this cost without prior negotiations/authorizations from your office. We are also confirming the negotiated decreased hourly rate of \$43.00 per hour and will provide on-call/as-needed general building inspection at \$49.50 per hour.

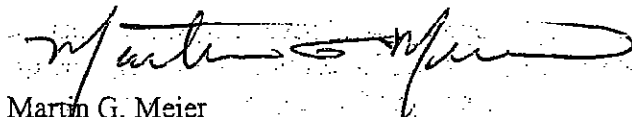
As discussed, we proposed a maximum of 300 manhours for general building inspection, or a fee estimate value of \$14,850.00. We understand that you will implement a contingency fee allowance at your discretion and any additional scope additions or changes (project alternates) will be implemented only at your request/authorization. We will provide a budget update spreadsheet (similar to the proposed format) with all monthly invoices to assist in tracking the actual fees incurred.

Signet Testing Labs looks forward to the unique opportunity to work with you and your project design/construction team and we offer our complete cooperation and support in all related matters. We are available to meet with you and Turner Construction at your convenience to coordinate our project specific quality assurance program.

Should you have any further questions or comments, please do not hesitate to call me. Again, thank you for your consideration and contract award!

Respectfully submitted,

SIGNET TESTING LABORATORIES, INC.



Martin G. Meier
Vice President, Construction Services