

November 26, 2018

Proposal No.: P112618CC

**Robert Price**  
**San Mateo Foster City School District**  
1410 South Amphlett Blvd.  
San Mateo, CA 94402

**Phone No:** (650) 312-7499  
**Email:** rprice@smfc.k12.ca.us

**Subject: Proposal to Provide Special Inspection and Material Testing Services**  
**San Mateo Foster City School District**  
**Borel Middle School Increment 1 Sitework Project**  
**425 Barneson Avenue, San Mateo, CA**  
**DSA App#: 01-117300**

**Dear Bob:**

Signet Testing Laboratories, Inc. (Signet) is pleased to present proposal to provide Special Inspection and Material Testing Services for your Borel Middle School Increment 1 Sitework Project located in San Mateo, California. Established in 1966, Signet (a Delaware Corporation under the United Engineering Resources, Inc. [UER] family of companies) is a well-known industry leader with a reputation of providing clients superior service and technical expertise. With our extensive background and expertise managing similar project efforts, we will provide superior support and service throughout the duration of this assignment.

#### **PROJECT UNDERSTANDING**

The following project documents were reviewed for this proposal:

- CSDA Design Group/BKF Engineers (AS/C-plans) dated 8/10/18,
- Murphy Burr Curry, Inc. Structural Engineers (S-plans) dated 8/10/18,
- CSDA Design Group Project Manual Increment 1 dated 8/1/18,
- Cleary Consultants Inc. Geotechnical Report dated 3/24/17,

As noted in the project documents provided (and as re-captured here and as noted in detail on sheet G-001.1) The Increment 1 project includes:

- demolition of existing structures,
- site improvements & flatwork as noted on work milestones on sheet G-001.1,
- pad certifications for Bldgs. J, K, & L,
- excavation soils off hauling grading,
- underground utilities and connections,
- electrical and gas service,
- retaining walls,
- paving,
- landscaping,
- offsite improvements: Borel Avenue - new driveway, sidewalks, curbs, gutters as per sheet C3.2
- construct emergency vehicle access road, fire hydrants, offsite utility connections and etc. as per sheet C3.2,

The Increment 2 project (not included in this proposal) will include:

- The construction of Modular Classrooms Buildings "J" & "K",
- Renovation Building "H"

The increment 3 project (not included in this proposal) will include:

- Construction of the Gym Building "L"

Based on our review of the project documents provided the following is a summary of work in need of testing and inspection services and includes (but is not limited to):

- Retaining Walls
  - Over 700LF of retaining walls to be constructed as noted on sheets C3.0 & C3.1,
  - We have assumed these walls will be cast with shotcrete,
  - Concrete sampling and testing for retaining walls, wall footings, piers, PCC, Offsite concrete work, onsite stairs, and etc.
  - Concrete testing of onsite flatwork is not included unless specifically requested by client,
  - All reinforcing steel placement, installation of any post installed anchors/dowels and concrete placement inspections are assumed to be provided by the project IOR/PI and have been excluded from this proposal.
    - STL will provide concrete field/lab testing and load testing of any anchors/dowels, material ID, tagging sampling and testing of rebar,
  - About 42 drilled piers to be installed for the southside retaining walls along building L & J, are 2' diameter and varies in depth of embedment and height above grade as noted on sheets SS-103. Est. 80cuyds total.
    - We have estimated 8 days to cast all piers
    - With 8 sets of cylinders,
  - Retaining walls = various sizes and heights as per C & S plans,
    - We have estimate 5 trips will be needed to cast all retaining walls and 3 trips to cast all wall footings.
    - With 8 sets of cylinders,
  - Welding
    - Welding of fence posts, stair railing, and gate attachments maybe needed.
    - Since this does not appear to be typical structural welding, we have excluded any welding inspection unless requested by client.

#### **ALTERNATES**

- Earthwork:
  - Cut = 9,250 C.Y./Fill = 50 C.Y./Net = 9,200 C.Y.
  - Grading/Compaction Testing of: base/sub-base/AC/AB/backfilling/utility trenches/under flatwork areas/building pads areas/offsite civil improvements, & etc.
  - Install Controlled Density Fill (CDF) in trenches as per section 31 23 33 (2.3)
- Paving
  - Concrete Paving Walkway: 4-inch concrete over a 6-inch AB,
  - Concrete Paving Emergency Vehicle: 6-inch concrete over 12-inch AB,
  - Asphalt Paving Parking: 3-inch AC over 8-inch AB,
  - Asphalt Paving Emergency Vehicle and Driveway: 4-inch AC over 12-inch AB

## SCOPE OF WORK INCLUSIONS

1. Reinforcing steel
  - a. Provide material ID, tag, sample & test as per DSA IR 17-10
  - b. All thread rods/anchor bolts as per DSA IR 17-11
2. Cast in place concrete – laboratory and field
  - a. Concrete sampling, slump, cylinders, compressive strength testing, etc.
  - b. Provide continuous batch plant inspections per CBC Chapter 17A, Section 1705A.3.2 "Required Verification and Inspection.
  - c. We have assumed this requirement will be waived in lieu of following 1<sup>st</sup> truck to project site approach.
3. Load tests of post installed anchors/dowels – epoxy and/or expansion
  - Verify correct load was applied to expansion anchors/epoxy dowels during installation process
4. Shotcrete Construction –laboratory and field include: by DSA certified shotcrete inspector:
  - a. Nozzleman qualifications
  - b. Pre-& Production test panels,
  - c. Cast one test panel for each 50cuyds or less per day,
  - d. Coring of test panels
  - e. Obtain cores compressive strength testing
  - f. Reinforcing steel placement inspections (also by IOR/PI)
  - g. Shotcrete placement
5. Other – management oversight, administrative and technical support – Mix design review, WPS review, bi-weekly progress reports, final reports, etc.

## SCOPE OF WORK EXCLUSIONS

1. Geotechnical Materials Testing Services - laboratory and field for Building Pad/Foundation System/Backfilling/AC/AB/PCC areas & etc.
  - a. Review project geotechnical reports
  - b. Soil acceptance/classification (PI, LL, compaction/proctor curves, sieve analysis, etc.)
  - c. Nuclear gauge field density testing
  - d. Backfilling, grading, compaction testing & etc.
2. Geotechnical Design Recommendations (by G.E. of Record)
3. Structural Observations (by S.E of Record)
4. Placement of reinforcing steel/anchors:
  - a. Bars/anchors: size, grade, spacing, clean, clearance, properly tied & etc.
    - i. Material ID, tag, sample, and bend/tensile testing by STL (per DSA form 103)
5. Concrete Placement Inspections:
6. Post installed Anchors/Dowels: Installation inspections
7. Continuous Batch Plant Inspections (follow 1<sup>st</sup> truck, approach)
8. Structural steel, welding - field and shop
9. Any other inspections and/or testing not specifically addressed above\*

\*These services can be provided by Signet Testing Labs if requested.

***If the scope of work outlined is not accurate or has changed, please inform us immediately and we will revise our estimate for materials testing and special inspection for this project.***

Signet is subject and signatory to agreements with the Union of Operating Engineers Local 3 (OE3) under The American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) covering inspection and testing personnel. Field services will be billed at increments of 4 hours. Professional staff is billed in hourly increments. Services in excess of 8 hours per day (Monday through Friday, excluding Holidays) and the first 8 hours on Saturdays are billed at 1.5 times the appropriate rate. Services over 12 hours per day (Monday through Friday), over 8 hours on Saturdays, on Sundays and on holidays are billed at 2 times the appropriate rate. Field services are billed on a time-and-expense, portal-to-portal basis from our base of operations. An administration fee of eight percent will be added to all invoices. Equipment, trip, parking and toll charges are additional when applicable. All payments are net-30 days from the date of invoice and are considered past due thereafter. A finance charge of one and a half percent per month service charge (eighteen percent per annum) may be assessed on past due accounts. The rates quoted are valid through June 30, 2019 and are subject to an annual minimum cost-of-living increase of 5.0 percent for services after that date.

Please recognize that the estimate of the total cost for the scope of services described herein is provided in good faith, but is intended as an estimate only. There are many variables that may affect the performance of professional services (including, without limitation, schedule adjustments and conditions in the field, coordination with other trades, field change orders, contractor staffing, weather, materials availability and the like). Construction practices and schedules can vary widely and may impact our estimate. If additional services beyond those specifically included in our scope of services presented above are required, such as project meetings, additional observation and testing, re-inspection, or additional laboratory tests, our fees for those services will be billed on a time and materials basis at the rates established for the project and/or our current schedule of fees.

We are very excited at the opportunity of working with you and your Design/Construction team during the course of this project. Our project personnel are available to meet and discuss your project and our approach in greater detail. Should you have any questions or require additional information, please contact our office at 510.887.8484.

Respectfully,

**SIGNET TESTING LABORATORIES, INC.**



Carla Collins  
VP of Business Development/Senior Project Manager



Raj Prakash  
Business Development/Project Manager

Div. 3	Cast-In-Place Concrete	Estimated Units	Rate	Amount
<b>Reinforcing Steel &amp; Anchor Placement (typically by IOR/PI):</b>				
	Material ID, Tag Sample at Fab. Shop	12 \hours	\$ 95.00	\$ 1,140.00
	Reinforcing steel placement inspections/anchors (typically by IOR/PI)	0 \hours	\$ 95.00	\$ -
<b>Concrete Sampling/Placement Inspection:</b>				
	Concrete placement inspections (typically by IOR/PI)	0 \hours	\$ 95.00	\$ -
	Batch Plant Inspections (follow 1st truck)	20 \hours	\$ 95.00	\$ 1,900.00
	Foundation/Footings/Grade beams/Piers	40 \hours	\$ 95.00	\$ 3,800.00
	Misc. Concrete Items	24 \hours	\$ 95.00	\$ 2,280.00
	Load Testing of Post Installed Anchors & Dowels	16 \hours	\$ 95.00	\$ 1,520.00
	Sample Transportation To Laboratory	24 \hours	\$ 70.00	\$ 1,680.00
<b>Laboratory &amp; Engineering Services:</b>				
	Concrete Compression Test (20 Sets of 5)	100 \each	\$ 30.00	\$ 3,000.00
	Rebar Bend & Tensile - Size through #8 (6 sets of 2)	12 \each	\$ 155.00	\$ 1,860.00
	Rebar Bend & Tensile - Size over #8	0 \each	\$ 175.00	\$ -
	DSA Final Report	1 \each	\$ 500.00	\$ 500.00
	Pre-Construction Meeting: Project Manager	4 \hours	\$ 165.00	\$ 660.00
	Engineers Review, Letters & DSA Box Updates	4 \hours	\$ 170.00	\$ 680.00
Subtotal:				<b>\$ 19,020.00</b>

Div. 3	Shotcrete Walls (if all CIP walls are constructed with shotcrete)	Estimated Units	Rate	Amount
<b>Shotcrete Pre-Construction Mock-Up/Production:(by DSA Certified Shotcrete Inspector)</b>				
	Inspection of Nozzleman Placement at Mock-Up Panel	8 \hours	\$ 130.00	\$ 1,040.00
	Shotcrete Coring of Pre-con Test Panels	8 \hours	\$ 190.00	\$ 1,520.00
	Shotcrete Rebar Placement Inspections (5 trips)	20 \hours	\$ 130.00	\$ 2,600.00
	Shotcrete Placement Inspections	40 \hours	\$ 130.00	\$ 5,200.00
	Sample Transportation To Laboratory	12 \hours	\$ 70.00	\$ 840.00
<b>Laboratory &amp; Engineering:</b>				
	Shotcrete Coring of Production Test Panels (6 test panels)	12 \hours	\$ 190.00	\$ 2,280.00
	Compressive Strength of Cores	18 \each	\$ 55.00	\$ 990.00
	Engineers Review, Letters & DSA Box Updates	4 \hours	\$ 170.00	\$ 680.00
Subtotal:				<b>\$ 15,150.00</b>

**Base Professional Services Estimated Total: \$ 34,170.00**

**Project Administration: \$ 2,734.00**

Project Staff Load & Cost Summary			Hours	Cost
	<b>Cast-In-Place Concrete:</b>		<b>112</b>	<b>\$ 19,020.00</b>
	<b>Shotcrete Construction:</b>		<b>76</b>	<b>\$ 15,150.00</b>
	<b>Project Administration:</b>		<b>-</b>	<b>\$ 2,734.00</b>
	<b>Special Inspection Staff Schedule:</b>		<b>188</b>	<b>\$ 36,904.00</b>

**Add Alternates**

Div. 31/32	Earthwork/AC/AB/Compaction Testing	Estimated Units	Rate	Amount
ADD Alternate #1	<b>Compaction Testing &amp; Observation:</b>			
		Onsite grading/remedial (periodic)	32 \hours	\$ 95.00 \$ 3,040.00
		Backfilling/Underground utilities (continuous during backfilling)	40 \hours	\$ 95.00 \$ 3,800.00
		Compaction Testing: footings/Pads/base/sub-base/AB/AC/PCC areas	80 \hours	\$ 95.00 \$ 7,600.00
		Off & On Site Concrete: PCC areas, driveways/sidewalks & etc.	32 \hours	\$ 95.00 \$ 3,040.00
		Sample Transportation To Laboratory	6 \hours	\$ 75.00 \$ 450.00
	<b>Laboratory &amp; Engineering Services:</b>			
		Soils Compaction Curve (ASTM D-1557)	4 \each	\$ 295.00 \$ 1,180.00
		Soil Classification (Plasticity Index / Liquid Limit)	4 \each	\$ 285.00 \$ 1,140.00
		Soil Classification (Expansion Index Test)	4 \each	\$ 295.00 \$ 1,180.00
		Sieve Analysis, Coarse and Fine Including Wash (to 1-½ inch maximum)	4 \each	\$ 395.00 \$ 1,580.00
		Concrete Compression Test	20 \each	\$ 30.00 \$ 600.00
		Controlled Density Fill Testing (if needed)	6 \each	\$ 65.00 \$ 390.00
		Engineers Review & Issue Report	16 \hours	\$ 170.00 \$ 2,720.00
Subtotal:				<b>\$ 26,720.00</b>

ENGINEERING, PROJECT MANAGEMENT & EQUIPMENT	Units	Rate
Project Engineer/Weekly Reporting	hour	\$ 170.00
Project Manager/Field Supervisor	hour	\$ 165.00
Equipment Usage: Nuclear Gauge/Concrete/Load Testing/Anchor Pull	hour	\$ 15.00
Equipment Usage: Coring (Drill, bits, generator, etc.)	hour	\$ 60.00
Trip Charges	each	\$ 65.00

**Additional Comments:**

1. The unit rates for laboratory testing include all required laboratory technician costs, trip charges, Project Management charges, sample storage and disposal charges.
2. Regular work day is from 7:00 am to 4:00 pm, Monday - Friday. Inspector rates are based on a two-hour minimum/show-up
3. This estimate was based upon review of the available project documents consisting of the: CSDA Design Group/BKF Engineers (AS/C-plans) dated 8/10/18, Murphy Burr Curry, Inc. Structural Engineers (S-plans) dated 8/10/18, CSDA Design Group Project Manual Increment 1 dated 8/1/18, Cleary Consultants Inc. Geotechnical Report dated 3/24/17, the applicable building codes and our past experience on similar project types.
4. Services will be performed on a time and material basis in accordance with this estimate and our current schedule of fees and services, including the general conditions contained therein. An administration fee of eight percent will be added to all invoices. Other billable expenses include equipment, trip/mileage, parking, toll charges and portal to portal charges. Standard payment terms are net-30 days; therefore, all payments are due 30 days from the date of invoice. Accounts are considered past due thereafter and may be assessed a finance charge of one and a half percent per month service charge (eighteen percent per annum).
5. Labor rates are based upon Union wage requirements. Union (OE3) annual increases will apply when implemented.
6. Special Inspection and Testing scope is per the 2013 CBC, Section 1701.1-.9 (Section 1705.3.1).

**2018-2019 SCHEDULE OF FEES AND SERVICES**

**PROFESSIONAL SERVICES**

1000	Expert Witness.....	\$365.00/hour
1005	Principal Engineer.....	215.00/hour
1010	Geotechnical Engineer.....	190.00/hour
1015	Project Engineer / Executive.....	180.00/hour
1020	Staff Engineer.....	170.00/hour
1025	Project Manager.....	170.00/hour
1030	Quality Control Manager.....	160.00/hour
1032	Lead Construction Inspector /Resident Inspector ..	150.00/hour
1035	Laboratory Technician.....	100.00/hour
1040	Technical Assistant, Administrative, Draftsman.....	90.00/hour

**INSPECTION AND TESTING SERVICES**

**Soils / Asphalt Concrete:**

2001	Soil Compaction Testing & Observation.....	\$99.00/hour
2104	Soils Observation & Sampling w/o compaction .....	99.00/hour
2102	AC Compaction Testing & Observation.....	99.00/hour
2111	AC Placement Obs. & Sampling w/o compaction....	99.00/hour
2105	AC Batch Plant Inspection / Sampling.....	99.00/hour
2110	Material Sampling / Transportation.....	99.00/hour
2205	Pile / Pier Installation Observation.....	140.00/hour

**Portland Cement Concrete / Shotcrete / Gunite:**

3103	Concrete Placement Inspection.....	\$99.00/hour
3104	Concrete Sampling Only.....	99.00/hour
3105	PCC Batch Plant Inspection.....	99.00/hour
3110	NS Grout Inspection / Sampling.....	99.00/hour
3123	Prestressed Concrete Pile Plant Inspection.....	99.00/hour
3503	Shotcrete / Gunite Placement Inspection.....	99.00/hour
3501	DSA Shotcrete / Gunite Placement Inspection .....	140.00/hour

**Reinforcing Steel / PT Strand:**

3102	Rebar Placement Inspection.....	\$99.00/hour
3609	Rebar / PT Strand ID Sampling / Tagging.....	99.00/hour
3208	PT Strand Stressing Inspection.....	99.00/hour

**Masonry:**

3701	DSA Continuous Masonry Inspection.....	\$140.00/hour
3703	Continuous Masonry Inspection.....	99.00/hour
3706	Masonry Brick / Veneer Inspection.....	99.00/hour
3710	Periodic Masonry Inspection.....	99.00/hour
3715	Masonry Sampling / Tagging.....	99.00/hour

**FIELD TESTING EQUIPMENT RATES**

1610	Anchor Load / Epoxy Tester / Torque Wrench....	\$20.00/hour
1611	Nuclear Gauge or Sand Cone.....	20.00/hour
1612	Skidmore Wilhelm H. S. Bolt Calibrator.....	35.00/hour
1613	UT / MT / PT Gauge.....	20.00/hour
1614	Floor Flatness.....	65.00/hour
1615	Paint Coating Gauge / Moisture Meter.....	15.00/hour
1617	Ground Penetrating Radar.....	65.00/hour

**Structural Steel:**

5101	Field Welding Inspection.....	\$99.00/hour
5103	High Strength Bolting Inspection.....	99.00/hour
5104	Field UT Testing.....	99.00/hour
5105	Field MT Testing.....	99.00/hour
5106	Field PT Testing.....	99.00/hour
5201	Shop Welding Inspection.....	99.00/hour
5202	Shop MT Testing.....	99.00/hour
5203	Shop PT Testing.....	99.00/hour
5204	Shop UT Testing.....	99.00/hour
5205	Shop Material ID.....	99.00/hour

**Spray-Applied Fire Resistive Materials (SFRM) Fireproofing:**

6002	SFRM Application of SFRM.....	\$99.00/hour
6002	SFRM Field Measure Thickness.....	99.00/hour
6002	SFRM Sampling.....	99.00/hour
6003	SFRM Bond Strength Testing.....	99.00/hour

**Roof / Wood / Waterproofing Division:**

7003	Built-up Roofing Placement Inspection.....	\$135.00/hour
7004	Diaphragm Nailing Inspection.....	99.00/hour
7005	Shear Wall Nailing Inspection.....	99.00/hour
7060	Waterproofing Inspection.....	145.00/hour
7005	Glue Laminated Beam Inspection.....	195.00/hour

**Specialty Testing Division:**

9001	Anchor Load / Torque Testing.....	\$99.00/hour
9006	Witness Dowel / Anchor Installation.....	99.00/hour
9008	Pachometer.....	150.00/hour
9007	Schmidt Hammer Testing.....	150.00/hour
9011	Ground Penetrating Radar Survey (GPR).....	225.00/hour
8161	Floor Flatness Survey (Dipstick).....	195.00/hour
8220	Moisture Vapor Emission Testing.....	140.00/hour
7062	Moisture Content Testing.....	150.00/hour
9703	Coatings Inspection.....	150.00/hour
3108	Coring Technician, One Man.....	225.00/hour
9705	Specialty Technician (FRP, Profometer, etc).....	195.00/hour

**Sample Pick-Up and Equipment Transport:**

0209	Pick-Up / Delivery.....	\$90.00/hour
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Transportation of samples when scheduled outside of normal business hours will incur premium rates and 4/hour minimums. Note: Above rates shall be defined as "Basic Rates"; these rates do not include any applicable premium rates as presented in the Basis of Charges.

1618	Pachometer / Profometer / Schmidt Hammer....	\$25.00/hour
1619	Coring Equipment (Drill, bits, generator, etc.).....	75.00/hour
1620	Core Barrel Usage (per inch drilled).....	15.00/inch
1621	Fireproofing Cohesion / Vapor Emission / RH....	85.00/each
1622	FRP Test Pucks.....	60.00/each
1160	Concrete Testing (Air Meter, Slump, Scale).....	15.00/hour
0221	Project Laptop Computer / Smart Tablet.....	20.00/day

**BASIS OF CHARGES**

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

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

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

Premium Charges Added to Hourly Rates\*:

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

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

Travel Time:

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

Reimbursable Expenses:

0217 Trip Charge (25/mile radius of Signet office)	\$85.00/Trip
0218 Trip Charge (25-50/mile radius of Signet office)	95.00/Trip
0218 Trip Charge (50/mile + of Signet office)	145.00/Trip
0208 Mileage (beyond 50-mile radius of Signet office)	0.75/Mile
1001 Travel Time	Service Rate
0206 Specialty Vehicle Charge (when required)	Cost +20%
0205 Per Diem (or Cost + 20% whichever is greater)	145.00/Day
0207 Equip. Rental / Cure Box / Notary / Expenses	Cost + 20%
0105 Outside / Subcontracted Services	Cost + 20%
0204 Parking / Tolls	Cost + 20%

Final Reports (Special Inspection Projects Only):

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

Expedited Services (Rush Charge):

Where laboratory tests are to be performed on an immediate need basis (tests to be initiated out of order received and regardless of status of other previously received samples) the expediting fee is 100% of the associated unit rate. Same day request for engineering, technical or field inspection service and accelerated final report processing shall be billed an expediting fee of 50% of the associated unit rate.

Project Coordination, Engineering, and Management:

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

Invoices will be submitted on a bi-weekly basis and are due upon receipt. Unpaid invoices aging beyond 30 days of the invoice date are subject to late charges equal to 1.5 % per month until paid. All services are billed on a time and material basis in accordance with this schedule of fees and/or, if provided, a project specific fee proposal. It is the client's responsibility to notify Signet in writing prior to the start of work affected by Prevailing Wage requirements that may be imposed on the project. Failure to properly notify Signet will result in customer being responsible for all fees, penalties, or other costs associated with meeting these requirements. In addition, all affected rates will be increased 30 percent to account for additional costs to comply with prevailing wage requirements not identified in advance of submitting this schedule of fees and/or our project specific fee proposal.

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

Anticipated Costs: Client recognizes and agrees that any "anticipated costs", "budget estimates", or the like that may be prepared by Signet are NOT "guaranteed maximums", "lump sums", or "not-to-exceed" totals. Client will be invoiced for all work performed.

Subcontractors: As required to accommodate the construction schedule, Signet may use contract special inspectors to augment our staff. Inspections performed by contract providers will be billed as specified for Signet employees.

Our Fee Schedule and project specific rates are valid through June 30 of each year and are subject to a minimum increase of 3.0 – 5.0% on July 1. For services performed after June 30 fees for any on-going projects will be subject to this increase based on OE3 labor and benefits increases and cost of living adjustments.

### LABORATORY TESTING

**SOILS AND AGGREGATES**

Aggregate Property Tests:

Acid Solubility	
4260 .....	\$200.00 each
Aggregate Angularity AASHTO T304	
4245 Fine Aggregate .....	255.00 each
Clay lumps and Friable Particles ASTM C142	
4211 .....	185.00 each
Cleanness Value CTM 227	
4213 1" x #4 (or finer) .....	225.00 each
4214 1-1/2" x 3/4" .....	425.00 each
4290 2-1/2" x 1-1/2" .....	750.00 each
4291 Pit Run .....	360.00 each
Crushed Particles (percent) CTM 205	
4225 .....	195.00 each
Durability Index CTM 229	
4230 Course Fraction .....	265.00 each
4231 Fine Fraction .....	265.00 each
Flat and Elongated Particles ASTM D4791	
4224 .....	195.00 each
Los Angeles (LA) Abrasion and Impact ASTM C131/CTM 211	
4219 500 revolutions .....	295.00 each
4220 100 & 500 revolutions .....	395.00 each
Los Angeles (LA) Abrasion and Impact ASTM C535	
4221 (for large size coarse aggregate) 1000 revolutions.....	495.00 each
Mohs Hardness	
4261 .....	295.00 each
Organic Impurities in Fine Aggregates ASTM C40 / CTM 213	
4209 .....	165.00 each
Relative Mortar Strength Of Portland Cement Concrete Sand CTM 515	
4270 .....	675.00 each
Sand Equivalent ASTM D2419/CTM 217	
4212 .....	265.00 each
Soundness of Aggregates ASTM C88/CTM 214	
4207 by use of sodium or magnesium sulfate, fine or coarse, 5 cycles (billed per fraction, minimum charge \$350.00).....	195.00 each
Specific Gravity & Absorption	
4215 Fine Aggregate ASTM C128/CTM 207 .....	195.00 each
4216 Course Aggregate ASTM C127/CTM 206 .....	195.00 each
Unit Weight (Bulk Density) and Voids in Aggregate. ASTM C29/CTM 212	
4210 Unit weight (average of 3 tests) .....	195.00 each

Voids in Mineral Aggregate CTM LP-2	
4246 Calculated .....	165.00 each

Compaction Characteristics - Moisture / Density Relationships:

Standard Proctor ASTM D698 / AASHTO T99	
2237 4" mold .....	\$375.00 each
2238 6" mold .....	425.00 each
2242 Checkpoint for identification of material .....	195.00 each
Modified Proctor ASTM D1557 / AASHTO T180	
2239 4" mold .....	375.00 each
2240 6" mold .....	425.00 each
2242 Checkpoint for identification of material .....	225.00 each

Rock Correction of Moisture/Density Curve ASTM D4718	
4208 .....	185.00 each

California Impact CTM 216	
2243 .....	425.00 each

Classification and Index Tests:

Atterberg Limits (Plasticity Index) ASTM D4318	
2225 Dry Prep Method B .....	\$295.00 each
2226 Wet Prep Method A .....	320.00 each

Classification of Soils (Unified Soil Classification System ASTM D2487	
2234 Visual Classification .....	85.00 each
2269 Stiffness by Torvane/Pocket Penetrometer .....	85.00 each

Moisture Content ASTM D2216	
2221 Individual test .....	65.00 each

Moisture and Density ASTM D7263b	
2222 Sample Diameter to 3" .....	135.00 each
2223 Sample to 6" Diameter .....	175.00 each

Organic Content of Peat and Other Organic Soil ASTM D2974	
2233 .....	225.00 each

Particle Size Analysis ASTM C136/CTM 202	
4203 Coarse aggregate (#4 to 1-1/2" maximum) .....	225.00 each
4204 Coarse aggregate (#4 to 3") .....	295.00 each
4205 Total sieve coarse and fine (to 1-1/2" maximum) .....	395.00 each
4206 Fine aggregate (#4 to #200 w/wash) .....	195.00 each
4226 Sieve analysis pit run with #200 wash .....	365.00 each
4202 #200 Wash on Aggregate ASTM C117 .....	195.00 each
2227 #200 Wash on Soil ASTM D1140 .....	195.00 each

Particle Size Analysis ASTM D422	
2228 Sieve (from 1/2" to #200) .....	195.00 each
2229 Sieve (from 1-1/2" to #200) .....	295.00 each
2230 Sieve (from 3" to #200) .....	275.00 each
2231 Hydrometer test w/ sieve D422/ CTM 203 .....	385.00 each

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

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

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

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

2273 Consolidated-Drained TX- CD (sandy soil) USACE .... 795.00 each  
 2275 For multi-stage, each additional stress level ..... 345.00 each  
 2290 Back pressure saturation ..... 165.00 each

Unconfined Compressive Strength  
 2267 Cohesive soil ASTM D2166 ..... 125.00 each  
 4241 Soil-Cement cyl. (mixed in the lab) ASTM D1633 ..... 225.00 each  
 4242 Soil-Cement cyl. (field mixed) ASTM D1633 ..... 200.00 each  
 4243 CTB (mixed in the lab) ASTM D1633 ..... 225.00 each  
 4244 CTB (field mixed) ASTM D1633 ..... 200.00 each

**GEOTECHNICAL LABORATORY**

**Consolidation Properties:**

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

**Expansion & Collapse Tests:**

2261 Expansion Index UBC / ASTM D4829 ..... \$390.00 each  
 One-Dimensional Swell or Collapse ASTM D4546  
 2210 Method A (4-point curve) ..... 900.00 each  
 2211 Method B ..... 340.00 each  
 2212 Method C ..... 360.00 each  
 2263 Collapse potential ASTM D5333 ..... 200.00 each  
 2264 Shrink-Swell ASTM D3877 ..... 225.00 each  
 2265 Expansion pressure free swell ASTM D3877 ..... 185.00 each

**Hydraulic Conductivity:**

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

**Soil Strength Tests:**

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

Resistance "R" Value ASTM D2844/CTM 301  
 4232 Untreated material ..... 395.00 each  
 4234 Cement, lime, or other additives field sample ..... 455.00 each  
 4233 Cement, lime, or other additives laboratory mixed ..... 475.00 each

Direct Shear Tests, per point (2.5" diameter)  
 2278 Unconsolidated-Undrained UU ..... 225.00 each  
 2279 Consolidated-Undrained CU ..... 265.00 each  
 2280 Consolidated-Drained CD (sandy soil) ASTM D3080 ..... 295.00 each  
 2281 Consolidated-Drained CD (clayey soil) ..... 325.00 each

Triaxial Tests, Per Point (2.5" Diameter)  
 2270 Unconsolidated-Undrained TX-UU ASTM D2850 ..... 195.00 each  
 2271 TX-UU over 70 psi ASTM D2850 ..... 185.00 each  
 2274 Consolidated-Undrained TX-CU ASTM D4767 ..... 285.00 each  
 2272 TX-CU with pore pressure TX-CU-PP ASTM D4767 ..... 495.00 each  
 2277 Staged 3-point TX-CU-PP with pore pressure ..... 1,450.00 each

**Cement Treated Base (CTB) Mix Design:**

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

**Lime Treated Soil Mix Design:**

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

**Additional Costs:**

2282 Preparation for 3" diameter specimen ..... \$85.00 each  
 2283 Remold test specimen ..... 110.00 each  
 2284 For multi-stage, each additional stress level ..... 95.00 each  
 2285 For each re-shear cycle ..... 105.00 each  
 2244 Photos ..... 45.00 each  
 9801 Foreign Soil Sterilization and Disposal ..... 125.00 each  
 9802 Sample Storage ..... QOR  
 9803 Shipping of samples, liners or containers ..... Cost +20%  
 9804 Special handling of contaminated samples ..... QOR  
 Quote On Request (QOR)

**ASPHALTIC CONCRETE**

CTM 304/366/305  
 4101 Stabilometer value of lab mixed sample ..... \$665.00/point  
 4102 Stabilometer value of premixed sample ..... 595.00 each  
 4103 Swell test of bituminous mixture ..... 295.00 each

CTM 304/307  
 4113 Moisture vapor susceptibility including stabilometer (2 specimens) ..... 295.00 each

CTM 382/D6307  
 4129 Bitumen content of paving mixture by ignition oven (subject to environmental disposal surcharge) ..... 365.00 each  
 4104 Correction Factor ..... 355.00 each

ASTM D5444/CTM 202  
 4105 Gradation of extracted sample including #200 washes ..... 365.00 each

ASTM D1559

4106	Marshall test, premixed sample 3 specimen.....	\$350.00 each
4107	Marshall test, lab mixed 3 specimens.....	450.00 each
4109	Mix Design: Marshall Method - no aggregate.....	2,600.00 each
4112	Mix Design: Marshall Method - with aggregate.....	3,200.00 each
4110	Mix Design: Hveem method - no aggregate.....	2,400.00 each
4111	Mix Design: Hveem method - with aggregate.....	2,900.00 each
4138	Marshall RAP Mix Design w/ Agg. Tests, AI MS-2.....	4,000.00 each
4139	Caltrans RAP Mix Design w/ Agg. Tests, CTM 367.....	3,600.00 each

CTM 308/ASTM D2726

4114	Specific gravity of compacted sample.....	195.00 each
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CTM 308AASTM /D1188

4115	Specific gravity of AC - paraffin coated.....	225.00 each
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CTM 304/375

4128	Test maximum density (TMD), set of 5 specimens.....	465.00 each
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ASTM D2041

4116	Rice Gravity.....	265.00 each
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ASTM D1075

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

ASTM D4867/AASHTO

4127	Tensile strength ratio, pre-mix.....	1,200.00 each
4117	Tensile strength ratio, lab mix.....	1,600.00 each

CTM 303

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

CTM 370

4123	Moisture content of AC by microwave oven.....	125.00 each
4135	Calculate Voids Filled with Asphalt, CTM LP-3.....	85.00 each
4136	Calculate Dust Proportion, CTM LP-4.....	85.00 each
4137	Calculate Air Voids of HMA, CTM 367.....	95.00 each

**CONCRETE / SHOTCRETE**

ASTM C39/C567

3111	Compression tests, 6" x 12" and 4" x 8" molded cyls.....	\$45.00 each
3112	Unit weight on concrete cylinder.....	125.00 each
3116	Cylinder Molds (Concrete / Grout / Mortar).....	10.00 each
3120	Compression Test Samples Cast by Others.....	90.00 each

ASTM C495

3117	Lightweight insulating concrete (3" diameter x 6" cylinder) Compression tests.....	65.00 each
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ASTM C469

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

ASTM C512

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

ASTM C42/C39

3118	Compression test concrete cores.....	125.00 each
3510	Shotcrete core compressive strength.....	125.00 each

ASTM C78/C293

3135	Flexural strength of concrete, 6" x 6" x 24" specimen.....	195.00 each
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ASTM C157 (MODIFIED)

3115	Volume change of concrete, per set of 3 (drying shrinkage test), up to 28 days drying (excludes trial batch).....	665.00 each
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ASTM C109

3113	Compression Tests, 2" cube specimen.....	65.00 each
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ASTM C192

3136	Laboratory Trial Batch (by project quote).....	2,500.00/min
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**MASONRY**

ASTM C140

9401	Gross Area Compression.....	\$165.00 each
9405	Net Area Compression.....	145.00 each
9402	Absorption and moisture content (*).....	225.00 each
9403	Linear shrinkage (rapid method) (*).....	510.00 each

ASTM C426

9406	Linear shrinkage (ASTM C426) (*).....	525.00 each
9408	Unit Weight (*).....	165.00 each
9404	Dimensional measurement/Equivalent web thickness (*).....	165.00 each

UBC Standard

3711	2" x 4" mortar cylinder.....	65.00 each
3713	Grout sample.....	65.00 each
3708	Composite prism.....	195.00 each

ASTM C1006

9407	Splitting tensile (*).....	165.00 each
3717	Compression Test of CMU Core (CBC Title 24).....	165.00 each
3718	Shear Test of CMU Core (both face) (CBC Title 24).....	155.00 each

ASTM C531

9317	Linear Shrinkage & Coefficient of Thermal Expansion.....	750.00 each
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**BRICK**

ASTM C67

9409	Compression test.....	\$135.00 each
9411	Absorption test, saturation coefficient.....	175.00 each
9306	Modulus of rupture.....	165.00 each

**CLAY ROOFING TILE**

- 9418 UBC Standard 32-12 Breaking Load..... \$165.00 each
- 9419 Water Absorption by 24-hour Oven Drying (extra charge for cutting/preparation) ..... 195.00 each

**BUILT-UP ROOFING**

- 7026 Basic weight analysis..... \$465.00 each

**ASTM D2829**

- 7025 Ply separation and complete roof analysis..... 625.00 each

**FIREPROOFING**

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

**STRUCTURAL STEEL AND CARBON STEEL**

(Sample preparation and machining not included)

**Tensile Testing - yield, ultimate, elongation**

- 9510 To 1" material thickness, inclusive..... \$145.00 each
- 9517 Over 1" up to 1-1/2" thickness..... 165.00 each
- 9539 Over 1-1/2" thickness..... 225.00 each
- 9519 End-Welded "Nelson" Studs ..... 165.00 each

**Cold Bend Testing:**

- 9511 To 3/4" material thickness ..... 125.00 each
- 9518 Over 3/4" up to 1-1/4" thickness..... 165.00 each

**Flattening Tests on Pipe:**

- 9508 To 10" diameter and 3/4" max. wall ..... 145.00 each
- 9543 Guided Side, Root or Face Bends and T-Break ..... 125.00 each
- 9601 Standard Welder Qualification Test ..... 665.00 each
- 9605 Macroetch Examination ..... 225.00 each

**REINFORCING STEEL**

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

- 9501 Bar Size through #8 ..... \$175.00 each
- 9502 #9 through #11 ..... 265.00 each
- 9503 #14 ..... 295.00 each
- 9504 #18 ..... 495.00 each
- 9552 Coupled rebar through #11 ..... 265.00 each
- 9553 Coupled rebar through #14 ..... 295.00 each
- 9554 Coupled rebar through #18 ..... 495.00 each
- 9509 Cold Bend Testing on Bar Size #11 and smaller ..... 165.00 each
- 9529 Cold Bend Testing on Bar Size #14 ..... 225.00 each

**POST-TENSION / PRESTRESS 7-WIRE STRANDS**

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

- 9304 Breaking strength only ..... \$465.00 each
- 9305 Yield strength, breaking strength & elongation ..... 595.00 each

**MECHANICAL TESTING OF METALLIC PRODUCTS**

(sample preparation and machining not included)

- 9544 Yield strength, tensile, elongation, R/A for 1/2" diameter or sub-size reduced-section specimen ..... \$255.00 each

**Hardness Testing (3 points/sample)**

- 9513 Rockwell / Brinell ..... 165.00 each

**Charpy Impact Testing (minimum of 3 specimens):**

- 9520 Room Temperature..... 95.00 each
- 9521 To minus 100 degrees Fahrenheit ..... 125.00 each
- 9522 To minus 150 degrees Fahrenheit..... 165.00 each

**HIGH STRENGTH BOLTS, NUTS AND WASHERS**

(Sample preparation and machining not included)

**ASTM A325, A490 AND A449**

Bolts: to 1-1/8" diameter inclusive

- 9526 Proof load..... \$125.00 each
- 9514 Ultimate Tensile..... 85.00 each
- 9515 Hardness (Rockwell) (\*) including sample preparation .... 115.00 each

Nuts: to 1-1/8" inclusive

- 9535 Proof load..... 120.00 each
- 9536 Hardness (Rockwell) (\*) including sample preparation .... 115.00 each

Washers: all sizes

- 9536 Hardness (Rockwell) (\*) including sample preparation .... 115.00 each
- 9516 Carburization Depth ..... 95.00 each

**ASTM F959**

- 9537 Load Indicator Washers (LIW), proof load..... 95.00 each

**SPECIALTY TESTING**

**ASTM A90**

- 9700 Weight of galvanized coating (subject to environmental disposal fee)..... \$195.00 each
- 9701 Other materials-aluminum, brass, bronze, fiberglass, etc.. 95.00 each

**MISCELLANEOUS**

- 9903 Calibration of hydraulic ram system (single ram, one pressure gauge to 30 tons)..... 350.00 each
- 9904 Calibration of hydraulic ram system (single ram, one Pressure gauge to 100 tons) ..... 450.00 each
- 9805 Fiber Reinforced Polymer Tensile / Elongation..... 1,500.00 each

## GENERAL TERMS AND CONDITIONS

1. Access. Client is responsible for providing Signet access to the project or facility site as well as safe access to all inspection/testing locations (via suitable ladders, etc.).
2. Scheduling and Cancellation. All inspection services must be scheduled at least 24 hours in advance. For inspections within a 75-mile radius of the applicable Signet office or facility, there is no charge for cancellation if made at least 24 hours in advance.
3. Coordinated Inspections. If Signet or its agents will be performing in-shop inspections of fabrication or assembly, Signet may perform coordinated inspections and bill accordingly. Where continuous inspections are mandated, a continuous presence in the assembly/fabrication facility is required.
4. Final Affidavit. The final inspection report (affidavit) will be issued on the 10th working day following the request for the affidavit by the client's project representative. However, any outstanding issues of inspection, testing, and accounting (payments) must be resolved to Signet's satisfaction prior to release of the affidavit. Outstanding issues may include, but are not limited to, approved resolution of Non-Conformance Reports and Requests for Information, 28-day concrete test results, and payment in full for services.
5. Anticipated Costs. Client recognizes and agrees that any "anticipated costs", "budget estimates", or the like that may be prepared by Signet are NOT "guaranteed maximums", "lump sums", or "not-to-exceed" totals. Client will compensate Signet for all services performed.
6. Terms of Payment. (a) Invoice(s) shall be submitted bi-weekly, payments are due within thirty (30) days from date of invoice without retention. Overdue payments are subject to a late payment charge of 1.5% of the invoice amount plus interest at 1.5% per month until all overdue amounts, late charges and interest are fully paid. No dispute shall excuse Client from timely payment of all invoice amounts except amounts specifically disputed by Client in good faith. (b) Signet reserves the right to suspend the services without notice if all invoices are not paid when due, and to terminate the services if all invoices are not fully paid within five (5) days after written notice to Client of Signet's intent to so terminate. Upon any such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Client waives any and all claims against Signet, its subsidiaries, affiliates, servants and agents, for suspension or termination of services pursuant to this paragraph. (c) Should Signet refer a past due account to an attorney or collection agency or to file suit for collection, Client agrees to pay all actual expenses and costs incurred thereby, including actual attorney's fees and costs.
7. Warranty. Signet warrants that its services will be in accordance with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the vicinity as of the date the services are performed. Customer's sole remedy for breach of this warranty shall be for Signet to re-perform its services of non-conforming items, provided Client provides written notice to Signet within one (1) year after performance of the non-conforming services. This warranty and remedy is exclusive and is in lieu of any other warranty or representation, express or implied.
8. Working Conditions and Escalation. Signet is subject and/or signatory to one or more agreements with the International Union of Operating Engineers, AFL-CIO covering inspection and testing personnel (the "Labor Agreement"). Working conditions and hours will be enforced in accordance with the applicable Labor Agreement. Compensation for Signet services is subject to adjustment on July 1st of each year to cover any increase in Signet's cost due to changes in wages, benefits, working conditions and other provisions of the Labor Agreement or a successor labor agreement, plus corresponding changes in our general administrative and overhead expense. Signet will notify Client of these adjustments which shall become the agreed upon basis for the continuation of services by Signet.
9. Insurance. Signet carries all insurance required by law. Additional cost of insurance certificates, co-insurance endorsements, or additional insurance will be reimbursed by Client.
10. Limitation of Liability. To the fullest extent permitted by law, in no event, whether due to or based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error, omission or any other legal theory, shall Signet or its sub-consultants or their directors, officers, employees and agents be liable under or in connection with this Agreement or the performance or non-performance of the services (a) for any special, indirect, consequential, incidental or punitive damages, or for loss of use, loss of revenue or profit (actual or anticipated), increased cost of construction, claims of customers of Client, or any liquidated damages incurred by Client, or (b) in an aggregate amount in excess of the greater of \$10,000 or 25% of the total amount actually paid to Signet pursuant to this Agreement.
11. Governing Law and Venue. All contract issues and matters of law will be adjudicated in accordance with the laws of the State of California (excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction). Venue for any litigation shall be any state court or United States District Court situated in the State of California and having jurisdiction over the parties and subject matter.
12. Force Majeure. Any delay or failure of Signet in the performance of its obligations under this Agreement shall be excused to the extent caused by event(s) that are beyond Signet's reasonable control.
13. Miscellaneous. This Agreement supersedes any and all prior written and/or oral understandings, contracts and agreements that may have been made or entered into between the parties regarding the subject matter hereof. Any terms or conditions of Client's purchase order, approval or acceptance which are not identical to the terms and conditions of this Agreement are null and void, are not part of the agreement between Signet and Client, and are not binding upon Signet. This Agreement may be modified only by a written amendment signed by both parties. In the event that any one or more of the provisions of this Agreement are found to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken to the extent and in the jurisdictions necessary for compliance with applicable law. Any provisions of this Agreement providing for limitation of or protection against liabilities between the parties hereto shall survive termination of the Agreement and/or completion of the services. Any delay, waiver or omission by either party to exercise any right or power arising from any breach or default by the other party of this Agreement shall not be construed to be a waiver of any subsequent breach or default.