



## PROFESSIONAL/CONSULTING SERVICES AGREEMENT

### 1. PARTIES

This Agreement is made by and between the City of Cupertino, a municipal corporation ("City"), and 4Leaf, Inc ("Contractor"), a Corporation for Construction Management Jollyman Park Project, and is effective on the last date signed below ("Effective Date").

### 2. SERVICES

**2.1** Contractor agrees to provide the services and perform the tasks ("Services") set forth in detail in Scope of Services, attached here and incorporated as **Exhibit A**. Contractor further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID-19.

**2.2** Contractor's duties and services under this agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

### 3. TIME OF PERFORMANCE

**3.1** This Agreement begins on the Effective Date and ends on June 30, 2026 ("Contract Time"), unless terminated earlier as provided herein. Contractor's Services shall begin on the effective date and shall be completed by June 30, 2026. The City's appropriate department head or the City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City's purchasing policy.

**3.2 Schedule of Performance.** Contractor must deliver the Services in accordance with the Schedule of Performance, attached and incorporated here **Exhibit B**.

**3.3 Time is of the essence** for the performance of all the Services. Contractor must have sufficient time, resources, and qualified staff to deliver the Services on time.

#### **4. COMPENSATION**

**4.1 Maximum Compensation.** City will pay Contractor for satisfactory performance of the Services an amount that will be based on actual costs but that will be capped so as not to exceed \$393,081.00 ("Contract Price"), based upon the scope of services in **Exhibit A** and the budget and rates included in **Exhibit C**, Compensation attached and incorporated here. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor's actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.

**4.2 Invoices and Payments.** Monthly invoices must state a description of the deliverable completed and the amount due for the preceding month. Within thirty (30) days of completion of Services, Contractor must submit a requisition for final and complete payment of costs and pending claims for City approval. Failure to timely submit a complete and accurate payment requisition relieves City of any further payment or other obligations under the Agreement.

#### **5. INDEPENDENT CONTRACTOR**

**5.1 Status.** Contractor is an independent contractor and not an employee, partner, or joint venture of City. Contractor is solely responsible for the means and methods of performing the Services and for the persons hired to work under this Agreement. Contractor is not entitled to health benefits, worker's compensation, or other benefits from the City.

**5.2 Contractor's Qualifications.** Contractor warrants on behalf of itself and its subcontractors that they have the qualifications and skills to perform the Services in a competent and professional manner and according to the highest standards and best practices in the industry.

**5.3 Permits and Licenses.** Contractor warrants on behalf of itself and its subcontractors that they are properly licensed, registered, and/or certified to perform the Services as required by law and have procured a City Business License, if required by the Cupertino Municipal Code.

**5.4 Subcontractors.** Only Contractor's employees are authorized to work under this Agreement. Prior written approval from City is required for any subcontractor, and the terms and conditions of this Agreement will apply to any approved subcontractor.

**5.5 Tools, Materials, and Equipment.** Contractor will supply all tools, materials and equipment required to perform the Services under this Agreement.

**5.6 Payment of Benefits and Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Contractor's business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Contractor. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this



Agreement is determined by a court of competent jurisdiction, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and actual attorney's fees incurred by City in connection with the above.

## **6. PROPRIETARY/CONFIDENTIAL INFORMATION**

In performing this Agreement, Contractor may have access to private or confidential information owned or controlled by the City, which may contain proprietary or confidential details the disclosure of which to third parties may be damaging to City. Contractor shall hold in confidence all City information provided by City to Contractor and use it only to perform this Agreement. Contractor shall exercise the same standard of care to protect City information as a reasonably prudent contractor would use to protect its own proprietary data.

## **7. OWNERSHIP OF MATERIALS**

**7.1 Property Rights.** Any interest (including copyright interests) of Contractor in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document, or other information or work, in any medium (collectively, "Work Product"), prepared by Contractor in connection with this Agreement will be the exclusive property of the City upon completion of the work to be performed hereunder or upon termination of this Agreement, to the extent requested by City. In any case, no Work Product shall be shown to any third-party without prior written approval of City.

**7.2 Copyright.** To the extent permitted by Title 17 of the U.S. Code, all Work Product arising out of this Agreement is considered "works for hire" and all copyrights to the Work Product will be the property of City. Alternatively, Contractor assigns to City all Work Product copyrights. Contractor may use copies of the Work Product for promotion only with City's written approval.

**7.3 Patents and Licenses.** Contractor must pay royalties or license fees required for authorized use of any third party intellectual property, including but not limited to patented, trademarked, or copyrighted intellectual property if incorporated into the Services or Work Product of this Agreement.

**7.4 Re-Use of Work Product.** Unless prohibited by law and without waiving any rights, City may use or modify the Work Product of Contractor or its sub-contractors prepared or created under this Agreement, to execute or implement any of the following:

- (a) The original Services for which Contractor was hired;
- (b) Completion of the original Services by others;
- (c) Subsequent additions to the original Services; and/or
- (d) Other City projects.

**7.5 Deliverables and Format.** Contractor must provide electronic and hard copies of the Work Product, on recycled paper and copied on both sides, except for one single-sided original.

## **8. RECORDS**

Contractor must maintain complete and accurate accounting records relating to its performance in accordance with generally accepted accounting principles. The records must include detailed information of Contractor's performance, benchmarks and deliverables, which must be available to City for review and audit. The records and supporting documents must be kept separate from other records and must be maintained for four (4) years from the date of City's final payment.

Contractor acknowledges that certain documents generated or received by Contractor in connection with the performance of this Agreement, including but not limited to correspondence between Contractor and any third party, are public records under the California Public Records Act, California Government Code section 6250 et seq. Contractor shall comply with all laws regarding the retention of public records and shall make such records available to the City upon request by the City, or in such manner as the City reasonably directs that such records be provided.

## **9. ASSIGNMENT**

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so will be null and void. Any changes related to the financial control or business nature of Contractor as a legal entity is considered an assignment of the Agreement and subject to City approval, which shall not be unreasonably withheld. Control means fifty percent (50%) or more of the voting power of the business entity.

## **10. PUBLICITY / SIGNS**

Any publicity generated by Contractor for the project under this Agreement, during the term of this Agreement and for one year thereafter, will reference the City's contributions in making the project possible. The words "City of Cupertino" will be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles. No signs may be posted, exhibited or displayed on or about City property, except signage required by law or this Contract, without prior written approval from the City.

## **11. INDEMNIFICATION**

**11.1** To the fullest extent allowed by law, and except for losses caused by the sole and active negligence or willful misconduct of City personnel, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, officials, employees, agents, servants, volunteers, and consultants ("Indemnitees"), through legal counsel acceptable to City, from and against any and all liability, damages, claims, actions, causes of action, demands, charges, losses, costs, and expenses (including attorney fees, legal costs, and expenses related to litigation and dispute resolution proceedings) of every nature, arising directly or indirectly from this Agreement or in any manner relating to any of the following:

- (a) Breach of contract, obligations, representations, or warranties;
- (b) Negligent or willful acts or omissions committed during performance of the Services;
- (c) Personal injury, property damage, or economic loss resulting from the work or performance



- of Contractor or its subcontractors or sub-subcontractors;
- (d) Unauthorized use or disclosure of City's confidential and proprietary Information;
- (e) Claim of infringement or violation of a U.S. patent or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.

**11.2** Contractor must pay the costs City incurs in enforcing this provision. Contractor must accept a tender of defense upon receiving notice from City of a third-party claim. At City's request, Contractor will assist City in the defense of a claim, dispute, or lawsuit arising out of this Agreement.

**11.3** Contractor's duties under this section are not limited to the Contract Price, workers' compensation payments, or the insurance or bond amounts required in the Agreement. Nothing in the Agreement shall be construed to give rise to an implied right of indemnity in favor of Contractor against City or any Indemnitee.

**11.4** Contractor's payments may be deducted or offset to cover any money the City lost due to a claim or counterclaim arising out of this Agreement, or a purchase order, or other transaction.

**11.5** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

**11.6** This Section 11 shall survive termination of the Agreement.

## **12. INSURANCE**

Contractor shall comply with the Insurance Requirements, attached and incorporated here as **Exhibit D**, and must maintain the insurance for the duration of the Agreement, or longer as required by City. City will not execute the Agreement until City approves receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage. Failure to comply with this provision may result in City, at its sole discretion and without notice, purchasing insurance for Contractor and deducting the costs from Contractor's compensation or terminating the Agreement.

## **13. COMPLIANCE WITH LAWS**

**13.1 General Laws.** Contractor shall comply with all local, state, and federal laws and regulations applicable to this Agreement. Contractor will promptly notify City of changes in the law or other conditions that may affect the Project or Contractor's ability to perform. Contractor is responsible for verifying the employment authorization of employees performing the Services, as required by the Immigration Reform and Control Act.

**13.2 Labor Laws.** Contractor shall comply with all labor laws applicable to this Agreement. If the Scope of Services includes a "public works" component, Contractor is required to comply with prevailing wage laws under Labor Code Section 1720 and other labor laws.

**13.3 Discrimination Laws.** Contractor shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy, age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS), or any other protected classification. Contractor shall comply with all anti-discrimination laws, including Government Code Sections 12900 and 11135, and Labor Code Sections 1735, 1777, and 3077.5. Consistent with City policy prohibiting harassment and discrimination, Contractor understands that harassment and discrimination directed toward a job applicant, an employee, a City employee, or any other person, by Contractor or its employees or sub-contractors will not be tolerated. Contractor agrees to provide records and documentation to the City on request necessary to monitor compliance with this provision.

**13.4 Conflicts of Interest.** Contractor shall comply with all conflict of interest laws applicable to this Agreement and must avoid any conflict of interest. Contractor warrants that no public official, employee, or member of a City board or commission who might have been involved in the making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement, in violation of California Government Code Section 1090 et seq. Contractor may be required to file a conflict of interest form if Contractor makes certain governmental decisions or serves in a staff capacity, as defined in Section 18700 of Title 2 of the California Code of Regulations. Contractor agrees to abide by the City's rules governing gifts to public officials and employees.

**13.5 Remedies.** Any violation of Section 13 constitutes a material breach and may result in City suspending payments, requiring reimbursements or terminating this Agreement. City reserves all other rights and remedies available under the law and this Agreement, including the right to seek indemnification under Section 11 of this Agreement.

#### **14. PROJECT COORDINATION**

**City Project Manager.** The City assigns Susan Michael as the City's representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. City reserves the right to substitute another Project manager at any time, and without prior notice to Contractor.

**Contractor Project Manager.** Subject to City approval, Contractor assigns Gene Barry as its single Representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. Contractor's Project manager is responsible for coordinating and scheduling the Services in accordance with the Scope of Services and the Schedule of Performance. Contractor must regularly update the City's Project Manager about the progress with the work or any delays, as required under the Scope of Services. City written approval is required prior to substituting a new Representative.

#### **15. ABANDONMENT OF PROJECT**

City may abandon or postpone the Project or parts therefor at any time. Contractor will be compensated for satisfactory Services performed through the date of abandonment, and will be given reasonable time to assemble the work and close out the Services. With City's pre-approval in writing, the time spent in closing out the Services will be compensated up to a maximum of ten percent (10%) of the total time expended to date in the performance of the Services.



**16. TERMINATION**

City may terminate this Agreement for cause or without cause at any time. Contractor will be paid for satisfactory Services rendered through the date of termination, but final payment will not be made until Contractor closes out the Services and delivers the Work Product.

**17. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION**

This Agreement is governed by the laws of the State of California. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California. Contractor must comply with the claims filing requirements under the Government Code prior to filing a civil action in court. If a dispute arises, Contractor must continue to provide the Services pending resolution of the dispute. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

**18. ATTORNEY FEES**

If City initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal, or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs.

**19. THIRD PARTY BENEFICIARIES**

There are no intended third party beneficiaries of this Agreement.

**20. WAIVER**

Neither acceptance of the Services nor payment thereof shall constitute a waiver of any contract provision. City's waiver of a breach shall not constitute waiver of another provision or breach.

**21. ENTIRE AGREEMENT**

This Agreement represents the full and complete understanding of every kind or nature between the Parties, and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties. Any modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between any term, clause, or provision of the main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling.

**22. INSERTED PROVISIONS**

Each provision and clause required by law for this Agreement is deemed to be included and will be inferred herein. Either party may request an amendment to cure mistaken insertions or omissions of required provisions. The Parties will collaborate to implement this Section, as appropriate.

**23. HEADINGS**

The headings in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit, or amplify the terms or provisions of this Agreement.

**24. SEVERABILITY/PARTIAL INVALIDITY**

If any term or provision of this Agreement, or their application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.

**25. SURVIVAL**

All provisions which by their nature must continue after the Agreement expires or is terminated, including the Indemnification, Ownership of Materials/Work Product, Records, Governing Law, and Attorney Fees, shall survive the Agreement and remain in full force and effect.

**26. NOTICES**

All notices, requests and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery or the date confirmed by a reputable overnight delivery service, on the fifth calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

To City of Cupertino Office of the City Manager 10300 Torre Ave. Cupertino, CA 95014  Attention: Susan Michael Email: SusanM@cupertino.org	To Contractor: 4Leaf, Inc. 2126 Rheem Dr. Pleasanton, CA 94588  Attention: Gene Barry Email: GBarry@4LeafInc.com
--	--

**27. EXECUTION**

The person executing this Agreement on behalf of Contractor represents and warrants that Contractor has full right, power, and authority to enter into and carry out all actions contemplated by this Agreement and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Contractor. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

SIGNATURES CONTINUE ON THE FOLLOWING PAGE



IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

**CITY OF CUPERTINO**  
A Municipal Corporation

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACTOR**

By Gene Barry \_\_\_\_\_

Name Gene Barry \_\_\_\_\_

Title Vice President \_\_\_\_\_

Date May 23, 2024 \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CHRISTOPHER D. JENSEN  
Cupertino City Attorney

**ATTEST:**

\_\_\_\_\_  
KIRSTEN SQUARCIA  
City Clerk

Date \_\_\_\_\_



City of Cupertino  
 Susan Michael  
 Capital Improvement Project Manager  
 Public Works  
 10300 Torre Ave.  
 Cupertino, CA 95014

May 20, 2024

Submitted via E-mail as Acrobat PDF Document to [susanm@cupertino.gov](mailto:susanm@cupertino.gov)

RE: Updated Cost Estimate to Provide Construction Management and Inspection Services for the City of Cupertino All-Inclusive Playground at Jollyman Park.

Dear Ms. Michael:

4LEAF, Inc. ("4LEAF") appreciates the opportunity to submit our updated Cost Estimate to provide Construction Management (CM) and Inspection services for the City of Cupertino ("City") Public Works All-Inclusive Playground at Jollyman Park Project ("Project"). **This proposal supersedes 4LEAF's Cost Estimate submitted to Evelyn Moran with the City on December 1, 2023, and updated Cost Estimate submitted to you on April 24, 2024.**

The attached updated Cost Estimate provides a detailed breakdown of our estimated level of effort and includes the following general assumptions:

SCOPE OF SERVICES  
& SCHEDULE OF  
PERFORMANCE:

- One part-time Construction Manager at an average of 20 hours per week during the construction phase for a duration of 7.5 months.
  - One, Construction Inspector at 8 hours per day at regular time rate for 100 working days. Based on our recent conversation, this assumes that the Construction Inspector will not be required to be on site full-time for portions of the project (e.g. when above-ground items are being constructed and can be inspected periodically). We have also included a budgetary estimate for inspection hours at the overtime rate for an assumed 20 hours when the contractor works more than 8 hours /day.
- SCOPE OF SERVICES
- Per your request, our estimate includes a cost proposal from our subconsultant, Construction Testing Services ("CTS") to perform material testing and special inspections. It assumes that CTS will **not** assume the role of Geotechnical Engineer of Record for the project and will provide the special inspections identified on the Statement of Special Inspections form that was completed by the Design Engineer and provided to 4LEAF by the City. A copy of the Statement of Special Inspections form is provided as [Attachment B](#) of this proposal.
  - Per the City's original request, our cost proposal does not include budget for performing detailed or in-depth labor compliance monitoring services that are typically provided by our subconsultant, Contractor Compliance & Monitoring, Inc. (CCMI). Our cost estimate does include budget for 4LEAF staff to provide intermittent and cursory reviews of contractor and subcontractor certified payroll information that is provided with the contractor pay applications.

No construction schedule or defined construction start date was available at the time of submittal of this cost estimate so we are unable to identify specific staff that may be assigned to the Project at this time.



4LEAF appreciates the opportunity to provide this proposal to the City. If you have any questions, please do not hesitate to contact me by phone at (925) 462-5959 or by e-mail at [gbarry@4leafinc.com](mailto:gbarry@4leafinc.com).

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Gene Barry', with a long horizontal flourish extending to the right.

**4LEAF, Inc.**  
Gene Barry, P.E.  
Vice President

**Updated Cost Estimate to Perform Part-Time Construction Management and Full-Time Construction Inspection Services  
for the City of Cupertino All-Inclusive Playground at Jollyman Park**

May 20, 2024

SCOPE OF SERVICES AND COMPENSATION

Task	Sub Task	Task Description	PIC / PM (4LEAF)	Construction Manager (4LEAF)	Construction Inspector (4LEAF) (Regular time)	Construction Inspector (4LEAF) (Day Shift OT)	Project Assistant	Public Works Inspector Apprentice	Total Hours Per Task	Cost Per Task	Notes
		<b>Hourly Rate</b>	<b>\$207</b>	<b>\$175</b>	<b>\$156.67</b>	<b>\$211.50</b>	<b>\$105.00</b>	<b>\$97.85</b>			See Notes (a), (b), & (c).
<b>1</b>		<b>Preconstruction Phase</b>	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
	1a	Attend Teleconference Kickoff Meeting w/ Client.	1	1	1	0	0		3	\$539	
	1b	Perform Visual Pre-Construction Project Site Condition Documentation.	0	2	16	0	0		18	\$2,857	
	1c	Review Conformed Set of Project Plans and Specifications.	1	16	8	0	0		25	\$4,260	See Note (d)
	1d	Prepare for and Chair Pre-Construction Conference Meeting.	1	16	4	0	0		21	\$3,634	
	1e	Receive and Process Early Contractor Submittals.	0	20	4	0	0		24	\$4,127	See Note (e).
	1f	Miscellaneous Pre-Construction Tasks.	0	20	16	0	0		36	\$6,007	
	1g	Project Management.	2	0	0	0	0		2	\$414	
		<b>Task 1 Subtotal:</b>	<b>5</b>	<b>75</b>	<b>49</b>	<b>0</b>	<b>0</b>		<b>129</b>	<b>\$21,837</b>	
<b>2</b>		<b>Construction Phase</b>	Hours	Hours	Hours	Hours	Hours	Hours	Hours		See Notes (e) & (f)
	2a	Perform Construction Management.	0	600	0	0	0		600	\$105,000	See Note (g)
	2b	Perform Construction Inspections.	0	0	800	20	0		820	\$129,566	See Note (g)
	2c	Receive and Process Subconsultant Invoices.	0	0	0	0	15		15	\$1,575	
	2c	Project Management.	30	0	0	0			30	\$6,210	
	2d	Materials Testing and Special Inspections (CTS).								\$70,688	See Note (h)
		<b>Task 2 Subtotal:</b>	<b>30</b>	<b>600</b>	<b>800</b>	<b>20</b>	<b>15</b>		<b>1,465</b>	<b>\$313,039</b>	
<b>3</b>		<b>Post Construction Phase</b>	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
	3a	Final Inspections and Provide Red-Lined Set of Plans to Client.	0	4	16	0			20	\$3,207	
	3b	Construction Management - Project Closeout.	0	24	0	0			24	\$4,200	
	3c	Project Management.	4	0	0	0			4	\$828	
		<b>Task 3 Subtotal:</b>	<b>4</b>	<b>28</b>	<b>16</b>	<b>0</b>	<b>0</b>		<b>48</b>	<b>\$8,235</b>	
		<b>TOTAL [4LEAF + CTS]:</b>	<b>39</b>	<b>703</b>	<b>865</b>	<b>20</b>	<b>15</b>		<b>1,642</b>	<b>\$343,111</b>	
<b>4</b>		<b>Public Works Inspection Apprenticeship (If Required)</b>	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
	4a	Provide Public Works Inspection Apprentice	0	0	0	0	0	160	160	\$15,656	See Notes (a) and (b).
		<b>Task 4 Subtotal (Apprentice Only)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>160</b>	<b>160</b>	<b>\$15,656</b>	
		<b>TOTAL [4LEAF + CTS + Apprentice (If required)]:</b>	<b>39</b>	<b>703</b>	<b>865</b>	<b>20</b>	<b>15</b>	<b>160</b>	<b>1,802</b>	<b>\$358,767</b>	

**Notes:**

(a) Assumes project will require compliance with California Prevailing Wage rate requirements under SB 854, and the Client will be required to file a PWC-100 Form to the California Department of Industrial Relations for the project.

(b) Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the City to the CA DIR, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. Hours are included as a placeholder in the event that an apprenticeship for a public works inspector is required and dispatched by the apprenticeship committee. We have assumed the public works apprentice assigned to the project will be classified as a Period 1 Apprentice as defined by the DIR's Wage Determination dated 8/22. In the event that a higher classification apprentice is assigned to the project, we will contact the City to request a change order for this line item.

(c) 4LEAF staff will be supplied with typical tools of the trade to perform their daily tasks (e.g. cell phone, laptop computer, and PPE).

(d) Not intended as a Constructibility Review but for 4LEAF staff to come up to speed on the project.

(e) Assumes the City will provide budget for the Project Design Team to remain engaged and available during the pre-construction and construction phase to provide responses to design clarifications, RFIs, Submittals, etc.

(f) No construction schedule was available at the time of preparation for this estimate.

(g) Per additional information provided by Susan Michael with the City on 5/17/24 and a phone conversation between Susan and Gene Barry with 4LEAF on 5/20/24, the City requested that the estimate assume that full-time inspections won't be required throughout the project (for instance when the contractor is installing above-ground equipment). The City has not yet contracted with QLM (contractor who is apparent low bidder) and no construction schedule was available. For purposes of this revised estimate, we assumed the construction phase will have a duration of 150 working days (7.5 months). For estimating purposes, we have assumed one, part-time Construction Manager at 20 hrs/wk at 4 wks/mo at 7.5 months during the Construction Phase. We also assume a Construction Inspector at 8 hrs/day for 100 working days at regular-time rate and an assumed budgetary estimate of 20 hours at the overtime rate for instances when the contractor works longer than 8 hours per day. This assumes that inspections will not be needed continuously during the construction phase. Does not include any allowance for additional OT or any nighttime, weekend, or holiday work. If additional nighttime, weekend, or holiday work is required, the requirements for these hours will be billed in accordance with California Prevailing Wage Law requirements. If construction inspection frequencies exceed the assumed quantities, if the duration extends past 150 working days, or the contractor works more than 8 hours per day during the project, 4LEAF will submit a budget amendment request.





# CONSTRUCTION TESTING SERVICES

## SUBCONSULTANT SCOPE OF SERVICES AND COMENSATION

### PRELIMINARY ESTIMATE: QUALITY ASSURANCE INSPECTIONS & TESTING

DATE: 05/20/2024  
 PROPOSAL No.: P24820  
 CLIENT: 1248 - 4LEAF, Inc  
 PROJECT: City of Cupertino, All-Inclusive Playground at Jollyman Park (4LEAF)  
 1000 S Stelling Rd  
 LOCATION: Cupertino

ITEM: I	ESTIMATED DAYS	ESTIMATED HOURS	UNIT PRICE	ESTIMATED TOTAL
ONSITE TESTING & INSPECTIONS				
REINFORCING STEEL & CONCRETE				
FOOTINGS/GRADE BEAMS	4	4	\$160.00	\$2,560.00
WALLS & COLUMNS	4	8	\$160.00	\$5,120.00
SLAB ON GRADE	4	4	\$160.00	\$2,560.00
OTHER - MISC CONCRETE	4	4	\$160.00	\$2,560.00
MISC FIELD TESTING SERVICES				
EPOXY REBAR/BOLTS - INSTALL OBSERVATION	4	4	\$160.00	\$2,560.00
EPOXY REBAR/ BOLTS - PROOF LOADING/PULL TESTING (PORTAL TO PORTAL)	4	4	\$160.00	\$2,560.00
EXPANSION/SCREW ANCHOR - INSTALL OBSERVATION	4	2	\$160.00	\$1,280.00
EXPANSION ANCHOR - TORQUE TESTING (PORTAL TO PORTAL)	4	2	\$160.00	\$1,280.00
PORTAL TO PORTAL TRAVEL TIME - TEST EQUIPMENT TRANSPORT	8	2	\$160.00	\$2,560.00
PORTAL TO PORTAL MILEAGE - TEST EQUIPMENT TRANSPORT	8	80	\$0.670	\$428.80
SOILS & ASPHALT				
GRADING OBSERVATION	2	8	\$160.00	\$2,560.00
SOILS COMPACTION TESTING - SUBGRADE PREPARATION	2	8	\$160.00	\$2,560.00
SOILS COMPACTION TESTING - BUILDING PAD	1	8	\$160.00	\$1,280.00
SOILS COMPACTION TESTING - SITEWORK	6	4	\$160.00	\$3,840.00
SOILS COMPACTION TESTING - TRENCH BACKFILL	5	4	\$160.00	\$3,200.00
PORTAL TO PORTAL TRAVEL TIME - NUCLEAR GAUGE TRANSPORT	14	2	\$160.00	\$4,480.00
PORTAL TO PORTAL MILEAGE - NUCLEAR GAUGE TRANSPORT	14	80	\$0.670	\$750.40
Preliminary Sub-Total of Onsite Testing & Inspection (approx.)				\$42,139.20
ITEM: III	ESTIMATED		UNIT	ESTIMATED
LABORATORY TESTING & ENGINEERING	UNIT/HOURS		PRICE	TOTAL
CONCRETE COMPRESSION TESTS ( SET OF 5-4X8 CYLINDERS )	75		\$50.00	\$3,750.00
SOIL GRADATION	2		\$275.00	\$550.00
SOIL PLASCIITY INDEX	2		\$400.00	\$800.00
SOIL MODIFIED PROCTOR	4		\$350.00	\$1,400.00
SAMPLE PICK-UPS	83		\$30.00	\$2,490.00
MIX DESIGN REVIEW	3		\$310.00	\$930.00
STAFF ENGINEER	8		\$200.00	\$1,600.00
FIELD SUPERVISION	4		\$230.00	\$920.00
PROJECT MANAGER	3		\$200.00	\$600.00
PRINCIPAL ENGINEER IN CHARGE	1		\$365.00	\$365.00
FINAL LETTER - ENGINEER REVIEW	2		\$260.00	\$520.00
FINAL LETTER	1		\$310.00	\$310.00
CERTIFIED PAYROLL	9		\$180.00	\$1,620.00
Preliminary Subtotal of Laboratory Testing & Engineering (approx.)				\$15,855.00
Preliminary Estimated Fees				\$57,994.20
Project Administration (12%)				\$6,959.30
Total Preliminary Estimated Fees				\$64,953.50
ITEM: IV	ESTIMATED	ESTIMATED	UNIT	ESTIMATED
ADD ALTERNATE ITEMS	DAYS	UNIT/HOURS	PRICE	TOTAL
REINFORCING STEEL & CONCRETE				
PIERS - CONCRETE PLACEMENT (SUN SHADE)	4	4	\$160.00	\$2,560.00
PIER DRILLING OBSERVATION (SUN SHADE)	4	4	\$160.00	\$2,560.00
Preliminary Sub-Total of Geotechnical Testing & Inspection (approx.)				\$5,120.00
Preliminary Estimated Fees				\$5,120.00
Project Administration (12%)				\$614.40
Total Preliminary Estimated Fees				\$5,734.40

\*Steel shop price based on work being done in Northern California in one shop and one shift. If work is performed at night a 12.5% differential will be charged.

\*\*Estimate assumes that CTS will not be acting as the geotechnical engineer of record.

Depending location of facility, travel time and mileage may apply.

A 12% project administration fee will be charged monthly per invoice.

No contingency is budgeted by CTS for uncontrollable overtime, union or prevailing wage increases and unforeseen requirements that may arise in the specifications, as well as for work over the estimated hours. Owner should budget appropriate amount for budgetary purposes.

Estimate based on plans by KPFF Structural Engineers dated, 03/22/24.

No construction schedule was available at the time this estimate was prepared. See attached fee schedule for basis of charges.

The liability of Construction Testing Services (CTS) is limited to CTS's contract value.

**2024 FEE SCHEDULE - P24820 05/20/2024**  
**PERSONNEL FEES AND BASIS OF CHARGES**  
INSPECTIONS, ENGINEERING & SPECIAL SERVICES

	Standard Rate/Hour	Discounted Rate/Hour
<b>* FIELD INSPECTION AND LABORATORY SERVICE</b>		
Steel Visual	\$245.00	
Nondestructive - UT, MT, PT	\$250.00	
Steel Visual/UT Combination	\$250.00	
Steel Shop Inspections - Outside Northern California	\$245.00	
Concrete ACI	<del>\$245.00</del>	\$160.00
Concrete ICC	<del>\$245.00</del>	\$160.00
Masonry	\$245.00	
Fireproofing	\$245.00	
Firestopping	\$245.00	
Shear Wall Nailing/Framing/Hold Downs	\$245.00	
Soil Technician w/Nuclear Gauge and/or Sand Cone (portal-to-portal)	<del>\$245.00</del>	\$160.00
Asphalt Technician (portal-to-portal)	\$245.00	
Shoring/Soldier Piers	\$245.00	
Roofing & Waterproofing	\$245.00	
NACE Coating Inspection - Level II	\$295.00	
NACE Coating Inspection - Level III	\$355.00	
Med-Gas 6020	\$245.00	
Multi-Disciplined Inspector	\$245.00	
Inspector Requiring G1 Pay Grade	\$295.00	
Specialty Inspector or Where Formal Certification is Required	\$245.00	
Field Inspector with Special Enhancement	\$245.00	
DSA Masonry Inspector	\$250.00	
Safety Manager/Safety Inspector/JobSite Safety Accountability Supervisor (JSAS)	\$515.00	
Laboratory Technician	\$245.00	
Additional Sample Preparation Time	\$245.00	
Technician Typist	\$245.00	
<b>**PROFESSIONAL ENGINEERING SERVICES</b>		
Principal Engineer (Civil/Structural)	<del>\$380.00</del>	\$365.00
Geotechnical Engineer	\$335.00	
Professional Geologist	\$320.00	
Consulting Engineer (Civil/Structural)	\$315.00	
Associate Engineer, Licensed	<del>\$275.00</del>	\$260.00
Project Manager/Project Executive	<del>\$245.00</del>	\$200.00
Staff Engineer	<del>\$245.00</del>	\$200.00
Field Supervision	<del>\$245.00</del>	\$230.00
ASNT Level III	\$295.00	
Drafting	\$180.00	
Quality Control Manager	QOR	
<b>SPECIAL SERVICES</b>		
Portable and Mobile Laboratories, NDT and Soils	QOR	
* Epoxy Bolt/Expansion Anchor - Installation Observation	<del>\$245.00</del>	\$160.00
* Epoxy Bolt/Expansion Anchor Proof Load Testing (portal-to-portal)	<del>\$245.00</del>	\$160.00
* Coring, 1 Person (including equipment) (portal-to-portal)	\$320.00	
* Coring, 2 Persons (including equipment) (portal-to-portal)	\$475.00	
* Asphalt Coring (portal-to-portal)	\$345.00	
Project Research	QOR	
Ultrasonic Testing for Non-Metallic Materials	QOR	
Pavement Rehabilitation Analysis Using Deflections	QOR	
Roof Moisture Survey	QOR	
Soil Drilling Equipment	QOR	
Geotechnical Site Investigations/Foundation Reports	QOR	
Estimating Concrete Strength by the Maturity Method - Equipment Fee \$125/Kit	ASTM C1074	QOR
CSL/Crosshole Sonic Logging	QOR	
Vector Mapping	QOR	
Roof Uplift Testing	QOR	
Inclinometer Testing	QOR	
Vibration Monitoring/Accelerometer	QOR	
Tilt Monitoring	QOR	
External Windows And Doors Dynamic Water Penetration Testing	AAMA 501.1	QOR
Curtain Wall Testing	AAMA 501.2	QOR
Ground Penetrating Radar	QOR	
DCP - Dynamic Cone Penetrometer	QOR	
Gamma-Gamma Logging of CIDH Piles (Daily Rate)	CT233	\$3,605.00
FGIA/AAMA Window and Skylight Testing (Daily Rate)	ASTM E1105, AAMA 501.2, 502 503	\$3,605.00
Pachometer, Schmidt Hammer, Windsor Probe, Skidmore - Equipment Fee \$115/Day (portal-to-portal)		\$355.00
Ultrasonic Pulse Velocity Testing - Equipment Fee \$250/Day (portal-to-portal)	ASTM C597	\$705.00
Impact Echo Testing - Equipment Fee \$250/Day (portal-to-portal)	ASTM C1383	\$355.00
Floor Flatness Testing FFI/FL - Equipment Fee \$115/Day (portal-to-portal)	ASTM E1155	\$355.00
Surface Frictional Properties Using Pendulum Tester - Equipment Fee \$115/Day (portal-to-portal)	ASTM E303	\$355.00
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - \$55/Kit (portal-to-portal)	ASTM F1869	\$355.00
Relative Humidity Testing - \$75/Kit (portal-to-portal)	ASTM F2170	\$355.00
Ferrosan - Equipment Fee \$115/day (portal-to-portal)		\$355.00
GPR - Equipment Fee \$115/day (portal-to-portal)		\$405.00
Dynamic Cone Penetrometer - Equipment Fee \$155/day		\$405.00
Administration, Secretarial, Special Projects, Notary, Certified Payroll		<del>\$205.00</del>
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - \$500)		<del>\$380.00</del>
Welding Procedure Review (less than 48 hours notice - \$500)		<del>\$380.00</del>
Procedure Qualification Record (PQR) - Standard Procedure (document fee)		\$555.00
Welding Procedure Specification (WPS) - Standard Procedure (document fee)		\$555.00
Welder Qualification Test Record (WQTR) - Standard Procedure (document fee)		\$555.00
DSA Interim Reports		\$230.00
Geotechnical Pad Letter (less than 48 hours notice - \$550)		\$405.00
Final Letter (less than 48 hours notice - \$550)		<del>\$405.00</del>
		\$310.00
<b>EXPERT WITNESS TESTIMONY</b>		
Court appearance, per day	\$3,005.00	
Court appearance, per half day	\$2,005.00	

\* Field inspection and laboratory technician services will be billed in accordance with minimums shown on Basis of Charges.  
\*\*Professional engineering services will be billed in two hour increments.



## BASIS OF CHARGES

### GENERAL

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services will be charged at applicable rates and will require travel and mileage charges for equipment transport and storage per code (portal to portal) from the nearest CTS laboratory. Soils testing with nuclear gauge and/or sand cone equipment and inspections requiring equipment will require applicable travel and mileage charges for equipment transport and storage per code (portal-to-portal) from the nearest CTS laboratory. Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request. With prior notification to Client, charges are subject to change at any time. Construction Testing Services reserves the right to adjust the rates quoted in this contract based upon any Union or prevailing wage increases and/or changes in any industry requirements.

### MINIMUM HOURLY CHARGES - INSPECTION

Technician personnel and the following minimum charges are contractual commitment:

One-half day or less	4 Hours
Over one-half day	8 Hours
Show-up time (less than 2 hours notice = 4 hour charge)	2 Hours

### WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 6:00 am and 5:00 pm Monday through Friday. Premium time is as follows:

Overtime, Weekdays and Saturdays (first 8 hours)	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and Holidays	3 x quoted hourly rate
Shift differential, swing and graveyard -	

(Work performed between 2:00 pm and 4:00 am)

12.5%/hour additional to base or quoted rate

### MISCELLANEOUS CHARGES - Only Where Applicable

Notary Services Fee	\$45.00/each	
Facsimile Charges, Plus \$1.00/page (n/c for cover page)	\$12.00/minimum	
Wireless Router/Data Card for Jobsite Internet	\$140.00/day	
iPad Monthly Rental Fee	\$105.00/month	
Electronic Reporting Fees/Subscriptions (PlanGrid, BIM, etc.)	At Cost	
Parking Fees	At Cost	
Air Travel	Cost Plus 20%	
Outside Services	Cost Plus 30%	
Subsistence (per Union contract)	\$135.00/day	
Subsistence Premium: Meal Allowance (over 100 miles one way) (per Union contract)	\$35.00/day	
Subsistence Premium: Meal Allowance (over 150 miles one way) (per Union contract)	\$90.00/day	
Mileage	Standard Federal Rate	
Sample Pickup	\$25.00/each	\$30.00/each
Sample Pickup Trip Charge	QOR	
Weekend Sample Pickup	\$155.00/each	
Project Administration	20% of Monthly Invoices	12% of Monthly Invoice
Samples Made by Others: Concrete Cylinders	\$135 + Test	
Samples Made by Others: All Other Tests	\$80.00 + Test	
Laboratory Sample Witness Fee	\$135.00	
Laboratory Sample Storage Fee (per sample)	\$125.00	
EZ Cure Boxes (Thermostatically Controlled Curing Boxes)	QOR	
Returned Check Fee	\$155.00	
Additional Sample Retention	QOR	

### TESTS

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of \$100.00 for any engineering report. Please note some tests may be tested by subconsultants. Samples delivered to the laboratory after 3:00pm or samples needing results within 24 hours will incur a 50% mark-up.

### INSURANCE

The liability of Construction Testing Services (CTS) is limited to CTS's contract value.

### PAYMENT

Invoices will be submitted monthly or bimonthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid, American Express payments require an additional 4% on top of the amount of the invoice being paid.

### CONCRETE AND MASONRY TESTS

		Standard Rate/Each	Discounted Rate/Each
<b>CONCRETE</b>			
Compressive Strength of Cylindrical Concrete Specimens (6x12)	ASTM C39 and CT521	\$100.00	
Compressive Strength of Cylindrical Concrete Specimens (4x8)	ASTM C39 and CT521	\$499.99	\$50.00
Compressive Strength of Cylindrical Concrete Specimens (Over 8000 PSI)	ASTM C39 and CT521	\$175.00	
Cylinder molds, 6" x 12" and 4" x 8"	ASTM C470	\$95.00	
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	\$115.00	
Compressive Strength of Cylindrical Concrete Core and Sawed Beam Specimens	ASTM C42	\$150.00	
Flexural Toughness of Fiber Reinforced Concrete (Round Panel)	ASTM C1550	\$560.00	
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	\$360.00	
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	CT523 and CT524	\$360.00	
Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage, 1 Sample)	ASTM C157	\$185.00	
Shotcrete Nozzleman Qualification Letter (Per Nozzleman, Per Position)	ACI 506, ASTM C42 and C1140	\$510.00	
Shotcrete Pre-Qualification Cores (Compression and Visual)	ACI 506, ASTM C42 and C1140	\$135.00	
Shotcrete Production Cores	ASTM C1140	\$135.00	
Coefficient of Thermal Expansion	AASHTO T338	\$585.00	
Determining Density of Structural Lightweight Concrete (Cylinders)	ASTM C567	\$460.00	
Standard Specification for Concrete Made by Volumetric Batching and Mixing	ASTM C685	\$3,000.00	
Cement Quality Sampling	CBC 2010	\$710.00	
Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	ASTM C472	\$75.00	
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	\$280.00	
Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	ASTM C469	\$260.00	
Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room	CBC	\$170.00	
Density of Hydraulic Cement	ASTM C188	\$230.00	
Testing of Controlled Low Strength Material (CLSM) Test Cylinders	ASTM D4832	\$185.00	
GFRC Pull Test	PCI	\$450.00	
GFRC Flexural Test	PCI	\$450.00	
Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)	ASTM C796	\$610.00	
<b>MASONRY</b>			
Compressive Testing of Grout (Masonry)	ASTM C1019	\$145.00	
Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens	ASTM C109	\$145.00	
Compressive Strength of Masonry Prisms	ASTM C1314	\$220.00	
Testing Concrete Masonry Units and Related Units (Core Compression)	CBC 2105A.4	\$220.00	
Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)	ASTM C780 A7.6	\$145.00	
Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)	ASTM C140	\$220.00	
Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)	ASTM C426	\$325.00	
Masonry Core Shear Testing	CBC 2105A.4	\$325.00	
Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)	ASTM C140	\$400.00	
Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence)*	ASTM C67	\$1,060.00	
Mortar Molds, 2" x 4", Single Use		\$145.00	
Mortar or Grout, Stored and Cured, Not Tested (Including Mold)		\$145.00	
Veneer Bond Testing, does not include sample fabrication (Set of 5)	ASTM C482	\$535.00	
<b>AGGREGATES (CONCRETE AND SOILS)</b>			
Sieve Analysis of Coarse Aggregates (Coarse Only 2" - No.4)(sample size over 2" QOR)	ASTM C136, CT202, and AASHTO T-27	\$255.00	
Sieve Analysis of Fine Aggregates (Fine Only, Wash Included No.4 - No.200)	ASTM C136/C117, CT202, and AASHTO T-27/AASHTO T-11	T- \$325.99	\$275.00
Sieve Analysis of Combined Fine and Coarse Aggregates (Wash Included 2" - No.200) (sample size over 2" QOR)	ASTM C136/C117, CT202, and AASHTO T-27/AASHTO T-11	T- \$410.00	
Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing (200 Wash)	ASTM C117, CT202, and AASHTO T-11	\$255.00	
Evaluating Cleanness of Coarse Aggregate	CT227	\$410.00	
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88, CT214, and AASHTO T-104	\$900.00	
Bulk Density/Unit Weight of Aggregate	ASTM C29, CT212, and AASHTO T-19	\$235.00	
Clay Lumps and Friable Particles in Aggregates	ASTM C142 and AASHTO T-19	\$260.00	
Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791 and CT235	\$425.00	
Organic Impurities in Fine Aggregates for Concrete	ASTM C40 and CT213	\$425.00	
Density, Relative Density(Specific Gravity), and Absorption of Coarse Aggregate	ASTM C127, CT208, and AASHTO T-85	\$425.00	
Density, Relative Density(Specific Gravity), and Absorption of Fine Aggregate	ASTM C128, CT207, and AASHTO T-84	\$425.00	
Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C131, C211, and AASHTO T-96	\$575.00	
Resistance to Degradation of Large Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C535	\$575.00	
Percentage of Crushed Particles/Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate	ASTM D5821, CT205, and AASHTO T-335	\$460.00	
Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)	ASTM C1252, CT234, and AASHTO T304A	\$460.00	
Sand Equivalent Value of Soils and Fine Aggregate	ASTM D2419, CT217, and AASHTO T-176	\$325.00	
Durability Index (Fine)	ASTM D3744, CT229, AASHTO T-210	\$460.00	
Durability Index (Coarse)	ASTM D3744, CT229, AASHTO T-210	\$460.00	
Durability Index (Fine and Coarse)	ASTM D3744, CT229, AASHTO T-210	\$600.00	
Lightweight Particles in Aggregate	ASTM C123 and AASHTO T113	QOR	
Resistance of Rock to Wetting and Drying	CRD-C169	\$635.00	
Aggregate Moisture Content	ASTM C565	\$635.00	

\*Unusual sample preparation for brick specimen will be charged at the established hourly rate.





SOILS AND AGGREGATE SERVICES AND TESTS

SOILS		Standard Rate/Each	Discounted Rate/Each
Moisture Content of Soil by Oven	ASTM D2216, CT228, and AASHTO T-285	\$180.00	
Moisture Content of Soil by Microwave Oven	ASTM D4643	\$235.00	
Density of Soil in Place by the Drive-Cylinder Method including Moisture Content of Soil by Oven	ASTM D2937	\$265.00	
Remold of Soil Samples	Varies	\$160.00	
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)	ASTM D5084	\$610.00	
Permeability Additional Cell Time		\$610.00	
Direct Shear Test of Soils Under Consolidated Drained Conditions (per point)	ASTM D3080	\$610.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (three points)	ASTM D4767	\$1,110.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (added points)	ASTM D4767	\$385.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (single point)	ASTM D4767	\$385.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (includes 3 points)(includes Pore Pressures)	ASTM D4767	\$1,960.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (added points)(includes Pore Pressures)	ASTM D4767	\$660.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (single point)(includes Pore Pressures)	ASTM D4767	\$680.00	
Unconsolidated Undrained Triaxial Compression Test for Cohesive Soils (per point)	ASTM D2850	\$195.00	
Unconsolidated Undrained Triaxial Compression Test for Cohesive Soils with added backpressure saturation (per point)	ASTM D2850	\$325.00	
One-Dimensional Consolidation Properties of Soils Using Incremental Loading	ASTM D2435	\$585.00	
Unconfined Compressive Strength of Cohesive Soil	ASTM D2168 and CT221	\$500.00	
Compressive Strength of Molded Soil-Cement Cylinders	ASTM D1633	\$500.00	
Particle-Size Analysis of Soils (with Hydrometer)	ASTM D422	\$670.00	
Particle-Size Analysis of Soils (without Hydrometer)	ASTM D422	\$610.00	
Particle-Size Distribution of Fine Grained Soils using Sedimentation Analysis	ASTM D7928 and ASTM D422	\$610.00	
Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis (2" - No.200)			
(sample size over 2" QOR)	ASTM D6913	\$395.00	
Material Finer than No.200 by Washing (200 Wash)	ASTM D1140	\$245.00	
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318 and CT204	\$640.00	\$400.00
Determination of Organic Soils Classification using Liquid Limit of Soils	ASTM D4318/D2487	\$785.00	
Organic Content of Soils and Peat	ASTM D2974	\$340.00	
Unified Soil Classification System (USCS) Test	ASTM D2487	\$360.00	
Moisture-Density Relations of Soil Using Modified Effort (Modified Proctor)	ASTM D1557	\$625.00	\$310.00
Moisture-Density Relations of Soil Using Standard Effort (Standard Proctor)	ASTM D698	\$535.00	
Moisture-Density Relations of Soil Using Modified DWR Method	DWR Modified	\$535.00	
Moisture-Density Relations of Soil Using Rapid Compaction Method	ASTM D5080	\$535.00	
Moisture-Density Relations of Soil-Cement Mixtures	ASTM D558	\$535.00	
Moisture-Density Relations of Soil, 1 Point Check Point	ASTM D698	\$410.00	
Moisture-Density Relations of Soil, 2 Point Check Point	ASTM D698	\$460.00	
Moisture-Density Relations of Soil, 3 Point Check Point	ASTM D698	\$535.00	
Moisture-Density Relations of Soil, 1 Point Check Point	ASTM D1557	\$410.00	
Moisture-Density Relations of Soil, 2 Point Check Point	ASTM D1557	\$460.00	
Moisture-Density Relations of Soil, 3 Point Check Point	ASTM D1557	\$535.00	
Maximum Index Density and Unit Weight of Soils Using a Vibratory Table	ASTM D4253	\$560.00	
Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density	ASTM D4254	\$340.00	
Maximum Dry Unit Weight of Granular Soils Using a Vibrating Hammer	ASTM D7382	\$510.00	
Relative Compaction of Untreated and Treated Soils and Aggregates	CT218	\$610.00	
Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer	ASTM D2844 and CT301	\$750.00	
Expansion Index of Soils	ASTM D4829	\$510.00	
Standard Test Methods for Specific Gravity of Soil Solids by Water Pycnometer	ASTM D854	\$410.00	
pH of Soils	ASTM D4972	\$560.00	
Density of Hydraulic Cement	ASTM C188	\$365.00	
Volatile Organic Content	EPA 8260B	QOR	
Semi Volatile Organics by GC/MS (Basic Target List)	EPA 8270C	QOR	
Total Organic Carbon	ASTM 2874/EPA 5310Bm	QOR	
ICP Metals Concentration	EPA 6020 - CAM/CCR 17	QOR	
Total Extractable Petroleum Hydrocarbons: TPH, MTBE, Benzene, Toluene, Ethylbenzene, Xylenes, %SS	EPA 8015B	QOR	
ICP Metals Concentration	EPA 6020	QOR	
pH	EPA 9045D	\$610.00	
Sequential Batch Extraction of Waste with Acidic Extraction Fluid	ASTM D5284	QOR	
Chromium Soluble	EPA 7196A	QOR	
Caltrans Corrosivity Package		\$650.00	
Determining Field and Laboratory Resistivity and pH Measurements for Soil and Water	CT643	QOR	
Soils and Waters for Sulfate Content	CT417	QOR	
Soils and Waters for Chloride Content	CT422	QOR	
Pore Water Extraction and Determination of the Soluble Salt Content of Soils by Refractometer	ASTM D4542	\$710.00	
California Bearing Ratio Test (does not include moisture density relations)	ASTM D1883	\$750.00	
Bentonite Slurry Testing		QOR	
Unconfined Compressive Strength of Lime Treated Soils and Aggregates	CT 373 (4 pts)	\$1,505.00	
Unconfined Compressive Strength of Lime Treated Soils and Aggregates	CT 373 (3 pts)	\$1,130.00	

\* Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician.

\*\* Does not include sample preparation or sieve analysis

### ASPHALTIC CONCRETE SERVICES AND TESTS

ASPHALT		Standard Rate/Each
Thickness/Height of Compacted Bituminous Paving Mixture Specimens Field Cores	ASTM D3549 and CT308	\$210.00
Bulk Specific Gravity of Compacted Bituminous Mixture (Individual field cores or lab compacted)	ASTM D1188, ASTM D2725, CT308, AASHTO	\$325.00
Lab Compaction Only of Bituminous Mixture by Marshall Apparatus (Marshall) (Per Specimen)	ASTM D6926	\$325.00
Lab Compaction Only of Bituminous Mixture by CA Kneading Compactor (HVEEM) (Per Specimen)	ASTM D1561, CT304, and AASHTO T-247	\$325.00
Lab Compaction Only of Bituminous Mixture by Superpave Gyration (Superpave) (Per Specimen)	ASTM D6925, and AASHTO T-312	\$325.00
Laboratory Test Max Density (LTMD) (5 Specimen, includes compaction of specimen and bulk specific)	ASTM D1561/(D1188 and D2725) and	\$1,160.00
Superpave Bulk specific gravity (includes gyration compaction of 3 specimen and bulk specific gravity)	AASHTO T-312/T-275/T-166	\$1,160.00
Marshall Lab Compacted Max Density (3 Specimen, includes compaction of specimen and bulk specific)	ASTM D6926/(D1188 and D2725)	\$1,160.00
Theoretical Maximum Specific Gravity and Density (Rice)	ASTM D2041, CT309, and AASHTO T-209	\$510.00
Marshall Stability and Flow of Bituminous Mixtures (average Set of 3, includes sample compaction)	ASTM D6926/ASTM D6927	\$1,160.00
Measuring the Permeability of Bituminous Pavements and Seal Coats	CT341	QOR
Swell of Bituminous Mixtures	CT305	\$450.00
Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates in Asphalt	ASTM D1461 and CT307	\$1,010.00
Stabilometer Value of field compacted cores (Per Specimen)	ASTM D1560, CT366, and AASHTO T-246	\$455.00
Stabilometer Value of Lab compacted samples (Average of 3 Specimen, Includes Sample Compaction)	ASTM D1561/D1560, CT304/CT366, and	\$1,160.00
Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method	ASTM D6307, CT382, and AASHTO T-308	\$460.00
Determination of Correction Factor of Bituminous Paving Mixtures by the Ignition Method	ASTM D6307, CT382, and AASHTO T-308	\$1,500.00
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (Solvent)	ASTM D2172 and CT310	\$810.00
Mechanical Size Analysis (Coarse and Fine) of Extracted Aggregate (Afterburn Gradation)	ASTM D5444, CT202, and AASHTO T-30	\$460.00
Moisture Content of Bituminous Mixture	CT370 and AASHTO T-329	\$485.00
Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 8)	ASTM D1075	\$3,710.00
Compressive Strength of Bituminous Mixtures	ASTM D1074	\$360.00
Hamburg Wheel Track (includes compaction by gyration)(includes 2 runs)	AASHTO T324	\$4,010.00
Tensile Strength Ratio (TSR) Moisture Susceptibility (includes compaction of 8 Specimen)	ASTM D4867 and AASHTO T-293	\$4,010.00
Tensile Strength Ratio (TSR) Moisture Susceptibility (includes compaction of 12 Specimen)	CT371	\$6,010.00
Indirect Tensile (IDT) Strength of Bituminous Mixtures	ASTM D6931	\$3,760.00
Air Voids Calculation of Compacted Bituminous Mixture	ASTM D3203, CT367, and AASHTO T-289	\$225.00
PG Verification (Determining Low Temperature Performance Grade (PG) of Asphalt Binders)	ASTM 8818	QOR

### MECHANICAL TESTS AND FIREPROOFING

#### MATERIALS MECHANICAL TESTS

Mechanical Testing of Steel Products (General Tensile)	ASTM A370	\$560.00
Fillet Weld Break Test for Qualification (Welding)	AWS B4.0	\$260.00
Tension Testing of Metallic Materials, Tension Testing Wrought and Cast Aluminum and Magnesium-Alloy	ASTM E8, B557 and AWS B4.0	\$560.00
Mechanical Testing of Steel Products (Couplers): #3-#11	ASTM A370	\$750.00
Mechanical Testing of Steel Products (Couplers): #14+	ASTM A370	\$1,500.00
Impact Testing of Miniaturized Charpy V-Notch Specimens, Notched Bar Impact Testing of Metallic	ASTM E2248 and ASTM E23	QOR
Testing, Practices, and Terminology for Chemical Analysis of Steel Products	ASTM A751	\$385.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility: #3-#8	ASTM A370 and E290	\$450.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility: #9-#11	ASTM A370 and E290	\$510.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility: #14+	ASTM A370 and E290	\$1,500.00
Mechanical Testing of Steel Products, Standard Specification for Steel Wire, Plain, for Concrete	ASTM A370, A82 and A185	\$510.00
Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds	ASTM E190 and AWS B4.0	\$360.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts Only	ASTM F307, F1554 and F806	\$610.00
Rockwell Hardness of Metallic Materials	ASTM E18	\$195.00
Proof Test for Carbon and Alloy Steel (Nuts Only)	ASTM A194 or A563	\$385.00
Radiographic Examination of Metallic Castings/Weldments	ASTM E94, E1030 and E1032	QOR
Macroetching Metals and Alloys	ASTM E340, E381 and AWS	\$385.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct	ASTM F806	\$435.00
Mechanical Testing of Steel Products (Tensile)	ASTM A370	\$435.00
Strength for Sewn or Bonded Seams of Geotextiles	ASTM D4884	\$385.00
Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure	ASTM D2261	\$385.00
Breaking Strength and Elongation of Textile Fabrics (Grab Test)	ASTM D5034	\$335.00
Tensile Properties of Fiber Reinforced Polymer Matrix Composite Bars	ASTM D3039	\$1,080.00
Steel Strand, Uncoated Seven-Wire for Prestressed Concrete (Set of 2)	ASTM A416 and A1061	\$1,610.00

#### FIREPROOFING

Thickness and Density of Sprayed Fire-Resistive Material (SFRM)	ASTM E805	\$305.00
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kit Only)	ASTM E736	\$95.00

#### CONTACT INFORMATION

Headquarters: 2118 Rheem Drive • Pleasanton, CA 94588 • P 925.462.5151 • F 925.462.5183  
 Peninsula: 44 Tehama, Suite 305 • San Francisco, CA 94105 • P 415.334.4747 • F 415.438.2357  
 Oakland: 246 30th Street, Suite 101 • Oakland, CA 94601 • P 510.444.4747 • F 510.835.1825  
 San Jose: 2033 Gateway Place, #500 • San Jose, CA 95110 • P 408.573.8992 • F 408.437.1201  
 Stockton: 343 East Main Street, #711 • Stockton, CA 95202 • P 209.507.7555 • F 209.507.7554  
 Rocklin: 4400 Yankee Hill Road • Rocklin, CA 95677 • P 916.419.4747 • F 916.419.4774  
 Las Vegas: 3842 E. Post Road • Las Vegas, NV 89120 • P 702.257.4747 • F 702.257.4718





# STATEMENT OF SPECIAL INSPECTIONS, 2022 CBC

COMMUNITY DEVELOPMENT DEPARTMENT • BUILDING DIVISION

10300 TORRE AVENUE • CUPERTINO, CA 95014-3255

(408) 777-3228 • [building@cupertino.org](mailto:building@cupertino.org)

SITE ADDRESS 1000 South Stelling Road, Cupertino, CA 95014		APN APN# 359-25-049	BP# BLD-2024-0186
Owner City of Cupertino		Contractor .....	
Address 10300 Torre Avenue		Address .....	
City/St. Cupertino, CA Zip 95014 Phone .....		City/St. .... Zip .... Phone .....	
Applicant .....		Engineer/Architect Blake Dilworth, Structural Engineer, KPFF	
Address .....		Address 45 Fremont Street, 28th Floor	
City/St. .... Zip .... Phone .....		City/St. San Francisco Zip 94105 Phone 415-989-1004	
<b>PROJECT DESCRIPTION:</b> THE PROJECT INVOLVES DEMOLITION OF THE EXISTING AGE 5-12 PLAY AREA AT JOLLYMAN PARK AND INSTALLATION OF A NEW ALL-INCLUSIVE PLAY AREA AND PRE-FABRICATED RESTROOM.			

This "STATEMENT OF SPECIAL INSPECTIONS" is submitted in fulfillment of the requirements of CBC Sections 1704 and 1705. This form is structured after and used by permission from the [Structural Engineer Association of Northern California's](#) (SEAONC) mode statement of Special Inspections. Also, included with this form is the following:

- ☒ "LIST OF SPECIAL INSPECTION AGENCIES (page 2). A list of testing agencies and other special inspectors that will be retained to conduct the tests and inspections for this project
- ☒ "SCHEDULE OF SPECIAL INSPECTION" (page 3). The Schedule of Special Inspections summarizes the Special Inspections and tests required. Special Inspectors will refer to the approved plans and specifications for detailed special inspection requirements. Any additional tests and inspections required by the approved plans and specifications shall also be performed.

Special Inspections and Testing will be performed in accordance with the approved plans and specifications, this statement and CBC Sections 1704, 1705, 1706, 1707, and 1708. Interim reports will be submitted to the Building Official and the Registered Design Professional in Responsible Charge in accordance with CBC Section 1704.1.2.

A Final Report of Special Inspections documenting required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy (Section 1704.1.2). The Final Report will document:

- Required special inspections.
- Correction of discrepancies noted in inspections.

The Owner recognizes his or her obligation to ensure that the construction complies with the approved permit documents and to implement this program of special inspections. In partial fulfillment of these obligations, the Owner will retain and directly pay for the Special Inspections as required in CBC Section 1704.1.

This plan has been developed with the understanding that the Building Official will:

- Review and approve the qualifications of the Special Inspectors who will perform the inspections.
- Monitor special inspection activities on the job site to assure that the Special Inspectors are qualified and are performing their duties as called for in this Statement of Special Inspection.
- Review submitted inspection reports.
- Perform inspections as required by the local building code.

*I have read and agree to comply with the terms and conditions of this statement*

Prepared By: Project <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Architect Registered Design Professional in Charge	Signature <i>Blake Dilworth</i> Lic. # 3929 Date: 3/13/2024
Owner Name:	Signature ..... Date: .....
Owner's Authorization	Signature ..... Date: .....
Inspection Agency / Inspector Name: Construction Testing Services	Signature <i>D. V. H.</i> Lic. # C81280 Date: 5/15/2024
Building Official or designee:	Signature ..... Date: .....

## LIST OF SPECIAL INSPECTION AGENCIES

### APPROVAL OF SPECIAL INSPECTORS:

Each special inspection agency, testing facility, and special inspector shall be recognized by the Building Official prior to performing any duties. Special Inspection agency's listed on this form must be pre-approved and listed on [Cupertino's approved Special Inspector's list](#). Special inspectors shall carry approved identification when performing the functions of a special inspector. Identification cards shall follow the criteria set by the [California Council of Testing and Inspection Agencies](#). No personnel changes shall be made without first obtaining the approval of the Building Official. Any unauthorized personnel changes may result in a "Stop Work Order" and possible permit revocation. To be pre-approved by the City of Cupertino, refer to the SPECIAL INSPECTION CRITERIA handout. Please allow two weeks to complete the application process.

The following are the testing and special inspection agencies that will be retained to conduct tests and inspection on this project:

EXPERTISE	FIRM / INSPECTOR INFORMATION *
1. Special Inspection (except for geotechnical)	Firm <u>Construction Testing Services</u> .....Addr. <u>2118 Rheem Drive</u> ..... City <u>Pleasanton</u> ..... State <u>CA</u> ..... Zip <u>94588</u> ..... Telephone <u>925.462.5151</u> ..... Fax ..... Email <u>dventura@cts-1.com</u> .....
2. Material Testing	Firm <u>CTS - same as above</u> .....Addr. .... City ..... State ..... Zip ..... Telephone ..... Fax ..... Email .....
3. Geotechnical Inspections	Firm <u>NINYO AND MOORE</u> .....Addr. .... City ..... State ..... Zip ..... Telephone ..... Fax ..... Email .....
4. Other: _____	Firm .....Addr. .... City ..... State ..... Zip ..... Telephone ..... Fax ..... Email .....

\*All agencies specified on this form must be pre-approved and listed on the [City of Cupertino's Approved Special Inspector's List](#).

### SEISMIC REQUIREMENTS (Section 1704.3.2)

Description of seismic-force-resisting system and designated seismic systems subject to special inspections as per Section 1705.13 or 1705.14:

The extent of the seismic-force-resisting system is defined in more detail in the construction documents.

### WIND REQUIREMENTS (Section 1704.3.3)

Description of main wind-force-resisting system and designated wind resisting components subject to special inspections in accordance with Section 1704.12:

The extent of the main wind-force-resisting system and wind resisting components is defined in more detail in the construction documents.



## SCHEDULE OF SPECIAL INSPECTION

<b>SITE ADDRESS</b> 1000 South Stelling Road, Cupertino, CA 95014	<b>APN</b> APN# 359-25-049	<b>BP#</b> BLD-2024-0186
<b>PROJECT DESCRIPTION:</b> THE PROJECT INVOLVES DEMOLITION OF THE EXISTING AGE 5-12 PLAY AREA AT JOLLYMAN PARK AND INSTALLATION OF A NEW ALL-INCLUSIVE PLAY AREA AND PRE-FABRICATED RESTROOM		

I hereby certify that the Special Inspection & Testing Agency named above has been engaged to perform structural tests and inspection during construction, as checked below, to satisfy all applicable portions of the Building Code.

Prior to issuance of an occupancy permit, the special inspection agency shall submit a statement that all items of designated work performed were reported. Any items checked but not tested or inspected will be noted and explained.

Whenever any designated items on this list are ready for sampling, testing or inspection, it shall be the responsibility of the Contractor to give timely notice to the Special Inspection Agency so that the required services may be performed.

## REINFORCING STEEL

	Tensile & Bond
X	Inspection of Placement
	Inspection of Welding

## MASONRY

	Preliminary Acceptance Test (Masonry Units, Wall Prism)
	Subsequent Tests (Mortar, Grout, Field Wall Prisms)
	Inspection of Grouting
	Inspection of Placement and Grouting

## CONCRETE, GUNITE/SHOTCRETE, GROUT &amp; MORTAR

Conc.	Shotcrete	Grout	Mortar	
				Agg. Tests for Designs
				Suitability of Agg.
X				Mix Designs
				Batch Plant Insp.
X				Compression Tests
X				Cast Specimens
X				Pick-Up Samples
				Shrinkage Bars
				Yield Check
				Air Check
				Dry Unit Weight

## PRECAST CONCRETE

	Reinforcing Tests
	Inspection of Reinforcing Placement
	Tendon Tests
	Inspection of Tendon Placement
	Inspection of Concrete Placement
	Inspection of Concrete Batching
	Inspection of Panel Attach & Inserts
	Inspection of Panel Installation
	Compression Tests
	Inspection of Stressing/Transfer

## PILING, CAISSONS, CAPS, TIES

	Inspection of Reinforcing Placement
	Inspection of Concrete Placement
	Inspection of Concrete Batching

## UNDERPINNING

	Inspection of Steel Fabrication
	Inspection of Reinforcing & Forms
	Inspection of Concrete Placement
	Inspection of Tiebacks

## STRUCTURAL STEEL

	Sample & Test
	Shop Indent. & Welding Inspection
	Shop Ultrasonic Inspection
	Shop Radiography
	Field Welding Inspection
	Field Bolting
	Field Ultrasonic Inspection
	Field Radiography
	Metal Deck Welding Inspection

## STRUCTURAL HARDWARE

	Holdown Installation
	Tiedown System Installation
X	Epoxied Anchors & Bolts

## INSULATING CONCRETE

	Sample & Test
	Unit Weights

## FIREPROOFING

	Inspection of Placement
	Density Tests
	Thickness Tests
	Inspection Batching

## GEOTECHNICAL (Inspections &amp; Testing by Geotechnical Engineer)

X	Fill Material Acceptance Tests
	Moisture-Density Determination
X	Field Density/Compaction
	Pier Drilling
X	Observation & Testing by Geotechnical Engineer

## ROOFING &amp; WATERPROOFING

	Inspection of Placement
	Sample & Tests
	Basement Waterproofing

## STRUCTURAL WOOD

	Inspection of Fabrication
	Inspection of Truss Joist Fabrication
	Sample & Test Components
	Inspection of Glulam Fabrication
	Shearwall Construction & Nailing

## OTHER TESTS OR INSPECTIONS:



## 4LEAF, INC.

### RATE SCHEDULE TO PROVIDE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CITY OF CUPERTINO JOLLYMAN ALL-INCLUSIVE PLAYGROUND PROJECT

#### Program Management Services\*

Staff Designation	Rate
Principal-in-Charge / Project Manager	\$207/hr

#### Construction Management / Inspection Services\*

Staff Designation	Rate
Construction Manager	\$175/hr
Assistant Engineer / Office Engineer	\$160/hr
Public Works Inspector (Regular Time) (see Note E for Overtime and Premium times)	\$156.67/hr
Public Works Inspector Apprentice	\$97.85
Project Assistant	\$105/hr

**\*All Fees Subject to Basis of Charges. Rates shown are subject to an Annual Escalation of 3% starting on January 1 of each calendar year (CY).**

#### BASIS OF CHARGES

- A. Rates shown assume projects under this on-call contract will require compliance with California Prevailing Wage rate requirements and assumes the City will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the project.
- B. Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR. Rates based on California DIR's wage determinations dated August 2023.
- C. Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the City to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR's Wage determination for Building Construction Inspector issued August 2023 were used to determine the range of Calendar Year 2024 hourly rates for Public Works Inspector Apprentice.
- D. All invoicing will be submitted monthly.
- E. Overtime and Premium time will be charged as follows:
 

- Night Time (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8 hour M-F or Saturdays)	1.35 x hourly rate
- Overtime (over 8 hours Sat or 1 <sup>st</sup> 8 hour Sun)	1.85 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	2.35 x hourly rate
- F. All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- G. Subconsultant invoices will be assessed a 10% Administrative Processing Fee.
- H. Project-related mileage for inspections will be billed at the allowable IRS Rate.
- I. Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- J. Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- K. Client agrees that 4LEAF's liability will be limited to the value of services provided.
- L. In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.
- M. If 4LEAF is requested or otherwise required to conform to Client's alternative work week schedule ("AWW"), Client hereby agrees to compensate or reimburse 4LEAF for all overtime paid to its employees who work an AWW. - If 4LEAF's affected employment group approves an AWW election and the same is registered, the overtime compensation/reimbursement shall not be required/



**EXHIBIT D**  
***Insurance Requirements***  
***Design Professionals & Consultants Contracts***

Consultant shall procure prior to commencement of Services and maintain for the duration of the contract, at its own cost and expense, the following insurance policies and coverage with companies doing business in California and acceptable to City.

**INSURANCE POLICIES AND MINIMUMS REQUIRED**

1. ***Commercial General Liability*** (CGL) for bodily injury, property damage, personal injury liability for premises operations, products and completed operations, contractual liability, and personal and advertising injury with limits no less than **\$2,000,000** per occurrence (ISO Form CG 00 01). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or it shall be twice the required occurrence limit.
  - a. It shall be a requirement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (i) the minimum coverage/limits specified in this agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.
  - b. Additional Insured coverage under Consultant's policy shall be "primary and non-contributory," will not seek contribution from City's insurance/self-insurance, and shall be at least as broad as ISO Form CG 20 10 (04/13).
  - c. The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance, provided each policy complies with the requirements set forth in this Contract. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect City as a named insured.
2. ***Automobile Liability***: ISO CA 00 01 covering any auto (including owned, hired, and non-owned autos) with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. ***Workers' Compensation***: As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than **\$1,000,000** per occurrence for bodily injury or disease.  
☐ *Not required. Consultant has provided written verification of no employees.*
4. ***Professional Liability*** for professional acts, errors and omissions, as appropriate to Consultant's profession, with limits no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. If written on a claims made form:
  - a. The Retroactive Date must be shown and must be before the Effective Date of the Contract.
  - b. Insurance must be maintained for at least five (5) years after completion of the Services.
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract Effective Date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

**OTHER INSURANCE PROVISIONS**

The aforementioned insurance shall be endorsed and have all the following conditions and provisions:

***Additional Insured Status***

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers ("Additional Insureds") are to be covered as additional insureds on Consultant's CGL and automobile liability policies. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 (11/ 85) or both CG 20 10 and CG 20 37 forms, if later editions are used).

***Primary Coverage***

Coverage afforded to City/Additional Insureds shall be primary insurance. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute to it.

***Notice of Cancellation***

Each insurance policy shall state that coverage shall not be canceled or allowed to expire, except with written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums.

***Waiver of Subrogation***

Consultant waives any right to subrogation against City/Additional Insureds for recovery of damages to the extent said losses are covered by the insurance policies required herein. Specifically, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Consultant, its employees, agents and subconsultants. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductible or self-insured retention must be declared to and approved by the City. At City's option, either: the insurer must reduce or eliminate the deductible or self-insured retentions as respects the City/Additional Insureds; or Consultant must show proof of ability to pay losses and costs related investigations, claim administration and defense expenses. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the insured or the City.

***Acceptability of Insurers***

Insurers must be licensed to do business in California with an A.M. Best Rating of A-VII, or better.

***Verification of Coverage***

Consultant must furnish acceptable insurance certificates and mandatory endorsements (or copies of the policies effecting the coverage required by this Contract), and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements prior to commencement of the Contract. City retains the right to demand verification of compliance at any time during the Contract term.

***Subconsultants***

Consultant shall require and verify that all subconsultants maintain insurance that meet the requirements of this Contract, including naming the City as an additional insured on subconsultant's insurance policies.

***Higher Insurance Limits***

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, City shall be entitled to coverage for the higher insurance limits maintained by Consultant.

***Adequacy of Coverage***

City reserves the right to modify these insurance requirements/coverage based on the nature of the risk, prior experience, insurer or other special circumstances, with not less than ninety (90) days prior written notice.





4LEAINC-01

BUAK11

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2024

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

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

<b>PRODUCER</b> License # 0C41366 Granite Professional Insurance Brokerage, Inc. 360 Lindbergh Avenue Livermore, CA 94551		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (925) 462-8400 <b>FAX (A/C, No):</b> (925) 462-8888 <b>E-MAIL ADDRESS:</b> commercial@graniteins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : Travelers Property Casualty Company of America</b>	
		<b>INSURER B : Berkshire Hathaway Homestate</b>	
		<b>INSURER C : Houston Casualty Company</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6806X631656	3/15/2024	3/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8106X632782	3/15/2024	3/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP6X635599	3/15/2024	3/15/2025	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	FOWC521971	3/15/2024	3/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			HCC2425616	4/9/2024	3/15/2025	Each Claim 2,000,000
C				HCC2425616	4/9/2024	3/15/2025	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The attached forms apply as required per written contract or written agreements between the listed parties and the insured, which are subject to the policy provisions. In the absence of such written contract or written agreement the attached form may not be applicable.

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers are named as additional insured on General Liability Policy per attached endorsement CG D3 81 09 15. Primary and non-contributory applies to General Liability policy per attached endorsement CG D3 81 09 15. Waivers of subrogation apply to General Liability and Workers Compensation Policies per attached endorsements CG D3 81 09 15 and WC 99 03 76. Professional Liability Retro Date 4/1/07

## CERTIFICATE HOLDER

## CANCELLATION

City of Cupertino 10300 Torre Ave. Cupertino, CA 95014	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

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

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

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

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

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

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

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

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

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

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

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

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

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



## COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your



## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

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

### D. EMPLOYEES AS INSURED

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

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

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company members of their households,

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### **G. WAIVER OF DEDUCTIBLE – GLASS**

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

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

#### **H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### **I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

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

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

#### **J. PERSONAL PROPERTY**

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

##### **Personal Property**

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

- (1) Owned by an "insured"; and

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

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

No deductibles apply to this Personal Property coverage.

#### **K. AIRBAGS**

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

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

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

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

#### **L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

#### **M. BLANKET WAIVER OF SUBROGATION**

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

##### **5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by



## COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

### **N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



ONE TOWER SQUARE  
HARTFORD CT 06183

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A ) - 001

POLICY NUMBER: UB2T357728

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

ANY PERSON OR ORGANIZATION FOR  
WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED  
PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

**Job Description**

ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_