

**AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TWINING, INC.**

THIS AMENDMENT NO. 5 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Twining, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on September 12, 2011 (hereinafter, "Agreement") to provide on-call geotechnical engineering services through September 1, 2013 for an amount not to exceed \$100,000; and

WHEREAS, Agreement was amended by the Parties on August 30, 2013 (hereinafter, "Amendment No. 1", including Exhibit B-1, Federal Provisions) to revise Exhibit B - Federal Provisions and to extend the term for one (1) additional year through September 1, 2014 with no increase to the Agreement's not to exceed amount ; and

WHEREAS, Agreement was amended by the Parties on February 4, 2014 (hereinafter, "Amendment No. 2") to increase the Agreement amount by \$50,000 which resulted in a total not to exceed amount of \$150,000 with no extension to the Agreement's term; and

WHEREAS, Agreement was amended by the Parties on August 25, 2014 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through September 1, 2015 with no increase to the Agreement's not exceed to amount; and

WHEREAS, Agreement was amended by the Parties on August 13, 2015 (hereinafter, "Amendment No. 4", including Exhibit B-2 - Federal Provisions) to revise Exhibit B-1 - Federal Provisions and to extend the term for one (1) additional year through September 1, 2016 with no increase in the Agreement's not exceed to amount; and

WHEREAS, additional time is necessary to allow County to complete the laboratory testing of screenings for the Seal Coat Fiscal Year (FY) 2016-2017 Project; and

WHEREAS, due to the increase in prevailing wages, the CONTRACTOR's original Fee Schedule requires an update effective the execution of this Amendment No. 5 to the Agreement; and

WHEREAS, the Parties wish to further amend the Agreement as it relates to the Seal Coat FY 2016-2017 Project to update the Fee Schedule and to extend the term for six (6) additional months to March 1, 2017 with no associated dollar amount increase to allow CONTRACTOR to

continue to provide services identified in the Agreement and as amended by this Amendment No. 5.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from September 1, 2011 to March 1, 2017, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Paragraph 4, effective execution of this Amendment No. 5, "Additional Provisions/Exhibits", to delete original Fee Schedule on Pages 2, 3, 6, 7, 8, 9 and 10 of "Exhibit A, Scope of Services/Payment Provisions" and add "Exhibit A-1, Revised Fee Schedule".
3. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*192, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800.

4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 9-12-16

Approved as to Form and Legality
Office of the County Counsel

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: 8-8-16

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 8-8-16

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. IF CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

CONTRACTOR*

Twining, Inc.
Contractor's Business Name

By: [Signature]
(Signature of Chair, President or Vice President)

Its: Linas Vitkus, Sr. Vice President
(Print Name and Title)

Date: 8-3-16

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)

Its: Amy Owens Secretary
(Print Name and Title)

Date: 8-3-16

EXHIBIT A-1 – REVISED FEE SCHEDULE

Schedule of Fees 2016 - 2017 Prevailing Wage

NOTE: Twining's rates will be adjusted annually each July 1st to reflect increased costs.

Personnel Rates: Per Hour Unless Otherwise Noted

Task Code	Engineering and Consulting Personnel	Rate
10025	Senior Principal Advisor/Consultant	\$ 200.00
10001	Principal Engineer/Geologist	\$ 180.00
10017	State/Civil Engineer	\$ 175.00
10090	Registered Geotechnical Engineer	\$ 175.00
10010	Technical Advisor	\$ 175.00
10011	Metieric Scientist, Wetting/DT Consultant	\$ 160.00
10003	Registered Geologist/Geotech Engineering Geologist	\$ 160.00
10003	Senior Engineer/Geologist	\$ 160.00
10009	Registered Civil Engineer	\$ 155.00
10009	Retiring/Wetproofing Consultant	\$ 150.00
10015	Project Engineer/Manager	\$ 140.00
10030	Quality Control Manager	\$ 135.00
10035	Senior Staff Engineer/Geologist	\$ 130.00
10007	Staff Engineer/Geologist	\$ 125.00
10016	Quality Control Administrator	\$ 115.00
10019	Metallurgical Technician	\$ 90.00
90001	CAD Operator/Designer	\$ 80.00
70107	Field Supervisor/Quality Manager	\$ 110.00
20000	Laboratory Manager	\$ 100.00
90005	Laboratory Technician	\$ 80.00
90006	Asphalt/Wetness Testimony	\$ 300.00
91019	Qualified SH/PPP Developer	\$ 120.00
91020	Qualified SH/PPP Practitioner	\$ 110.00

Task Code	Field Inspection Personnel	Rate
10101	Concrete/Reinforced Steel Inspector	\$ 90.00
10103	Prestress/Post Tensioned Inspector	\$ 90.00
10105	Concrete ICC Inspector	\$ 90.00
10109	Grilled-In-Anchors Inspector	\$ 90.00
10111	Gunite/Shotcrete's Inspector	\$ 90.00
10113	Masonry Inspector	\$ 90.00
10231	Structural Steel/Welding Inspector	\$ 90.00
10209	ASIS Certified Visual Inspector	\$ 90.00
10237	Fireproofing Inspector	\$ 90.00
10504	Lead Inspector	\$ 90.00
70001	Asphalt Field and Plant Inspector/Technician	\$ 80.00
70105	Pile Driving Inspector	\$ 95.00
70121	Soils Technician	\$ 80.00
10107	Concrete Quality Control (QC/Controls Technician)	\$ 80.00
60001	Roofing/Wetproofing Inspector	\$ 107.00
10515	Mechanical Inspector	\$ 125.00
10519	Electrical Inspector	\$ 125.00
10521	Plumbing Inspector	\$ 125.00
10523	Roofting Inspector	\$ 125.00
60003	Field Engineering Technician	\$ 80.00

Task Code	Shop Inspection Personnel	Rate
10501	Structural Steel Fabrication Supervisor	\$ 87.00
10503	Reinforced Concrete Fabrication Inspector	\$ 87.00
10525	Steel Reinforcement Fabrication Inspector	Quotation
10528	Pre-cast concrete/Pipe Fabrication Inspector	\$ 87.00

Task Code	Non-Destructive Testing Personnel	Rate
10401	NDE Ultrasonic Testing Technician	\$ 99.00
10403	NDE Magnetic Particle Testing Technician	\$ 99.00
10405	NDE Dye Penetrant Testing Technician	\$ 99.00
10305	Combination NDE Technician/Welding Inspector	\$ 99.00
10409	Radiographic Testing (crew of 2)	\$ 375.00
10020	NDE Engineer	\$ 180.00

Task Code	Equipment Share Rate Unless Otherwise Noted	Rate
95316	Skidsteer	\$ 40.00
95320	Torque Wrench, Small	\$ 18.00
95312	Torque Wrench, Large	\$ 25.00
95315	Torque Wrench, Other	\$ 40.00
95321	Air Meter	\$ 20.00
95304	Brass Mold	\$ 20.00
95342	Nuclear Gauge (Per Hour)	\$ 9.00
95333	Pul Test Equipment	\$ 80.00
95340	Concrete/Asphalt Core Equipment (Per Hour)	\$ 120.00
95327	Perimeter	\$ 55.00
95326	Floor Flatness (Dywick)	\$ 45.00
95300	Schmidt Hammer	\$ 20.00
95341	Vapor Exclusion Test Kit	\$ 80.00
95342	Relative Humidity Probe	\$ 45.00
95338	V-Meter	\$ 100.00
95361	Forecasting Adhesion/Calculation (Per Test)	\$ 20.00
95363	A-Scan Ultrasonic Equipment and Consumables	\$ 60.00
95363	Magnetic Particle Equipment and Consumables	\$ 30.00

95366	Liquid Penetrant Consumables	\$ 25.00
95367	Phased Array Ultrasonic Equipment (Per Hour)	\$ 80.00
95347	Ground Penetrating Radar (Per Hour)	\$ 80.00
95345	Impact Echo	\$ 280.00
95365	California Pavement Profilograph (Per Hour)	\$ 115.00
95349	Integral Profiles (Per Hour)	\$ 250.00
95367	Project Dedicated Vehicle	\$ 75.00

Task Code	Specimen Pick-Up	Rate
20182	Standard Sample: Concrete Cylinders (Each)	\$ 25.00
20101	Standard Sample: Mortar/Grout Cubes and Cores, Fracturing, Rebar, and Epoxy Prisms (Each)	\$ 25.00
20189	Organize Sample: Masonry Pilars, Shotcrete Panels, Fiberglass Beams (Each)	\$ 40.00
20187	Technician for Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum)	\$ 75.00
20189	Technician for Specimen Pick-Up Before 5:00 a.m. or After 5:00 p.m. Monday thru Friday, or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage)	\$ 95.00

Task Code	Job Site Trailer, Mobile or On-site Laboratory	Rate
95368	Mobile laboratory for asphalt and concrete (per shift not exceed 12 hours) All others by quotation	\$ 375.00

EXHIBIT A-1 – REVISED FEE SCHEDULE

Task Code	Description	Rate
20201	Concrete Tests (Field Made Specimens)	
20201	6" x 12" or 4" x 8" Cylinder: Compression Strength (ASTM C39)	\$ 40.00
20202	Density of Structural Lightweight Concrete (ASTM C69)	\$ 75.00
20205	Core Compression Including Trimming (ASTM C42)	\$ 65.00
20207	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523)	\$ 90.00
20208	6" x 6" x 30" Flexural Beams (CTM 823)	\$ 110.00
20209	Splitting Tensile Strength (ASTM C496)	\$ 100.00
20211	Modulus of Elasticity Test (ASTM C469)	\$ 150.00
20203	Rapid Chloride Penetration Test: Cylinders or Cores (ASTM C1202)	\$ 450.00
20206	Density, Absorption, and Voids in Hardened Concrete (ASTM C642)	\$ 380.00
20204	Flexural Toughness (ASTM C1609, Formerly ASTM C1018)	\$ 700.00
20209	Coefficient of Thermal Expansion of Concrete (CRD 38, AASHTO T218)	\$ 500.00
Task Code	Concrete Specimen Preparation	Rate
20151	Sawing of Specimens (Each)	\$ 25.00
20157	Coring of Specimens in Lab (Each)	\$ 25.00
Task Code	Laboratory Trial Batch: Concrete, Cement and Mortar	Rate
30217	Compression Test Cylinders Made and Tested in Laboratory (ASTM C192, C36)	\$ 45.00
30219	6" x 6" x 18" Flexural Beams Made and Tested in Laboratory (ASTM C192, C78)	\$ 85.00
30221	6" x 6" x 30" Flexural Beams Made and Tested in Laboratory (ASTM C192, C293)	\$ 95.00
30223	Splitting Tensile Strength Cylinders Made and Tested in Laboratory (ASTM C192, C458)	\$ 100.00
30225	Modulus of Elasticity Test Cylinders Made and Tested in Laboratory (ASTM C192, C469)	\$ 135.00
30227	Density of Structural Lightweight Concrete Made in the Laboratory, Equilibrium or Oven Dry Method (ASTM C667)	\$ 85.00
30201	Laboratory Trial Batch (ASTM C192)	\$ 450.00
30203	Laboratory Trial Batch: Packaged Dry Concrete Including Verification of Slump, Air Content, Plastic Unit Weight, Six Cylinders for Compressive Strength (ASTM C897 and C192)	\$ 800.00
30205	Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars, Five Readings up to 28 Day Days (ASTM C167)	\$ 450.00
30220	Additional Reading, Per Set of Three Bars	\$ 48.00
30231	Storage over Thirty (30) Days, Per Set of Three Bars, Per Month	\$ 30.00
30207	Setting Time Up to 7 Hours (ASTM C463)	\$ 125.00
30209	Bleeding (ASTM C232)	\$ 125.00
30229	Concrete Restraint Expansion (ASTM C873)	\$ 475.00
30211	Mix, Make and Test Mortar to GRC: Specimens for Compressive Strength: Set of 6 (ASTM C1028, C942)	\$ 400.00
30263	Non-Shrink Grout: Height Change after Final Set (ASTM C1066)	\$ 450.00
30235	Non-Shrink Grout: Height Change at Early Age (ASTM C827)	\$ 700.00
30232	Cracking Resistance, Set of Three Rings, Laboratory Trial: Batching, Test Until Cracking or up to 28 Days (ASTM 1651)	\$ 4,000.00
30233	Evaluation of Pre-Packaged Masonry Mortars (ASTM C270)	\$ 1,300.00
Task Code	Chemical Analysis and Petrographic Examination of Concrete	Rate
80120	Chemical Analysis for Water Soluble Chlorides (ASTM C114): (Includes sample prep)	\$ 130.00
80123	Chemical Analysis for Acid Soluble Chlorides (ASTM C1162): (Includes sample prep)	\$ 140.00
80198	Chloride Diffusion Coefficient of Cessitious Mixtures by Bulk Diffusion (ASTM C1565)	\$ 2,000.00
80129	Petrographic Examination of Hardened Concrete (ASTM 386)	Quotation
Task Code	Physical and Chemical Analysis of Cement	Rate
80196	Physical Testing and Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	\$ 1,800.00
80100	Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	\$ 550.00
80108	Physical Testing of Portland Cement per Standard Requirements (ASTM C150)	\$ 550.00
80194	Physical Testing of Type K Cement Mortar Expansion (ASTM C808)	\$ 820.00
80106	Partial Analysis or Specific Physical Tests	Quotation
80110	Sulfate Resistance of Hydraulic Cement (ASTM C1012) - 6 months	\$ 2,000.00
80111	Sulfate Resistance of Hydraulic Cement (ASTM C1012) - 12 months	\$ 2,200.00
Task Code	Physical and Chemical Analysis of Fly Ash	Rate
80140	Chemical Analysis of Fly Ash per Standard Requirements (ASTM C618)	\$ 550.00
80143	Physical Testing of Fly Ash per Standard Requirements (ASTM C618)	\$ 600.00
80146	Partial Analysis or Specific Physical Tests	Quotation
80147	Chemical Analysis and Physical Testing of Fly Ash per Standard Requirements (ASTM C618)	\$ 1,050.00
Task Code	Physical Testing of Chemical Admixtures for Concrete	Rate
80196	Qualification of Admixture per ASTM C494	Quotation
Task Code	Soils and Aggregate Tests	Rate
30505	Absorption: LA Retainer (ASTM C131)	\$ 185.00
30506	Absorption: LA Retainer (ASTM C536)	\$ 195.00
70301	Ashberg Limit/Plasticity Index (ASTM D4318, CEM 004)	\$ 150.00
70308	California Bearing Ratio Excluding Maximum Density (ASTM D1557): Soil	\$ 550.00
70304	California Bearing Ratio Excluding Maximum Density (ASTM D1557): Cement-Treated Soil	\$ 650.00
70344	Cement-Treated Soil/Base Mix Design: Includes three trial cement contents with three unconfined compressive strength specimens per cement content	\$ 2,950.00
70305	Chloride and Sulfate Content (CTM 417, CTM 422)	\$ 130.00
30403	Clay Lumps and Friable Particles (ASTM C142)	\$ 175.00
30321	Cleaness Value: 1" x 3/4" (CTM 227)	\$ 175.00
30322	Cleaness Value: 1.5" x 3/8" (CTM 227)	\$ 275.00
70303	Collapse Potential Index (ASTM D5333)	\$ 175.00
70306	Compressive Strength of Molded Soil-Cement Cylinders (ASTM D1533)	\$ 160.00
70309	Consolidation Test: Full Cycle (ASTM 2438, CEM 219)	\$ 195.00
70311	Consolidation Test: Time Rate per Load Increment (ASTM C2438, CEM 219)	\$ 48.00
70313	Consistency Series: Sulfate, Cl, pH, Resiliency	\$ 245.00
70318	Crushed/Refracted Particles (ASTM D5821, CEM 205)	\$ 175.00
70317	Quick Slur Test: Retained and/or Residual (ASTM D3080)	\$ 245.00

EXHIBIT A-1 – REVISED FEE SCHEDULE

Task Code	Task Description	Rate
Task Code Asphalt Concrete Tests, continued		
75115	Supersave Mix Design, with Additives (Excluding Aggregate Quality Tests)	\$ 5,880.00
75076	Effect of Moisture on Asphalt Paving Mixtures, Pre-Mixed (AASHTO T283, ASTM D4257)	\$ 900.00
75111	Hamburg Wheel Track Test, 30,000 passes, 4 briquettes (AASHTO T304)	\$ 1,500.00
75112	Hamburg Wheel Track Test, 25,000 passes, 4 briquettes (AASHTO T304)	\$ 1,300.00
75039	Traveling Test of Cold Mixed Emulsified Asphalt (ASTM D7199)	\$ 200.00
75087	Marshall Stability, wet seal, 3 replicates (AASHTO T245)	\$ 325.00
75088	Marshall Stability, dry seal, 3 replicates (AASHTO T245)	\$ 275.00
75070	Cold Recycled Asphalt Mix Design: 2 gradings each, 3 emulsion content (California LP-8)	\$ 9,800.00
Task Code Brick Masonry Tests, ASTM C67		
20301	Modulus of Rupture: Flexural (3 Required Per ASTM)	\$ 45.00
20302	Compression Strength (3 Required Per ASTM)	\$ 40.00
20306	Absorption: 6 Hour or 24 Hour (5 Required)	\$ 60.00
20307	Absorption: Bolt: 1, 2 or 5 Hours (5 Required)	\$ 60.00
20310	Initial Rate of Absorption (5 Required)	\$ 40.00
20311	Efflorescence (5 Required)	\$ 60.00
20312	Cores: Compression	\$ 65.00
20315	Shear Test on Brick Cores: 2 Faces	\$ 80.00
Task Code Concrete Block, ASTM C140		
20321	Compression (5 Required Per ASTM)	\$ 60.00
20322	Absorption: Moisture Content/Dry Density (3 Required Per ASTM)	\$ 80.00
20327	Linear Shrinkage (ASTM C498)	\$ 200.00
20335	Web and Face Shell Measurements	\$ 40.00
20329	Tension Test	\$ 160.00
20331	Cores: Compression	\$ 65.00
20332	Shear Test of Masonry Cores: 2 Faces	\$ 75.00
20339	Efflorescence Tests (3 Required)	\$ 40.00
Task Code Masonry Prisms, ASTM C1214		
20344	Compression Test: Composite Masonry Prisms Up To 8" x 16"	\$ 400.00
20343	Compression Test: Composite Masonry Prisms Larger Than 8" x 16"	\$ 240.00
20346	Prism Core: Modulus of Elasticity	\$ 305.00
20347	Prism Core: Modulus of Elasticity (with Transverse Strain) (for double-lyre specimen)	\$ 350.00
Task Code Mortar and Grout		
20351	Compression: 2" x 4" Mortar Cylinders (ASTM C703)	\$ 30.00
20353	Compression: 3" x 3" x 6" Grout Prisms, Includes Titration (ASTM C110)	\$ 32.00
20355	Compression: 2" Cubes (ASTM C109)	\$ 30.00
20357	Compression: Cores (ASTM C42)	\$ 55.00
Task Code Masonry Specimen Preparation		
20366	Cutting of Cubes or Prisms	\$ 45.00
Task Code Fireproofing Tests		
20481	Oven Dry Density (Per Sample) (ASTM E606)	\$ 60.00
Task Code Gunita and Shotcrete Tests		
20361	Core Compression: Inductive Titrimetric (ASTM C42)	\$ 95.00
20363	Compression: 6" x 12" Cylinders	\$ 32.00
20365	Compression: Cubes (includes Saw Cutting)	\$ 74.00
Task Code Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Lightweight Insulating Concrete, Etc.		
20371	Compression Test (ASTM C496 and C472)	\$ 50.00
20373	Air Dry Density (ASTM C472)	\$ 30.00
20379	Oven Dry Density (ASTM C496)	\$ 35.00
Task Code Reinforcing Steel, ASTM A615, A706		
20501	Tensile Test: # 11 or Smaller	\$ 52.00
20503	Bend Test: # 11 or Smaller	\$ 45.00
20504	Bend Test: # 14 or # 18	\$ 300.00
20505	Torsion Test: # 14	\$ 200.00
20507	Torsion Test: # 18	\$ 300.00
Task Code Reinforcing Steel - Welded or Coupled Specimens		
20521	Tensile Test: Welded/Coupled # 11 and Smaller	\$ 52.00
20523	Tensile Test: Welded/Coupled # 14	\$ 220.00
20525	Tensile Test: Welded/Coupled # 18	\$ 320.00
20529	Weld: Macroetch	\$ 65.00
20531	Slippage Test - Caltrans (CYM 670)	\$ 175.00
Task Code Metal and Steel Testing		
20601	Tensile Strength: Up to 100K Pounds (Each)	\$ 60.00
20605	Tensile Strength: Up to 200K Pounds (Each)	\$ 55.00
20606	Tensile Strength: Up to 300K Pounds (Each)	\$ 55.00
20607	Tensile Strength: Up to 400K Pounds (Each)	\$ 110.00
20609	Tensile Strength: 400K to 800K Pounds (Each)	\$ 300.00
20611	Tensile Strength: Stress-Strain Percent Offset	\$ 160.00
20646	Weld: Macroetch	\$ 65.00
20647	Weld: Fracture	\$ 30.00
20616	Bend Test	\$ 45.00
20617	Flattening Test	\$ 65.00
20619	Brinell and Rockwell Hardness Test (ASTM E18) (Per Test)	\$ 72.00
20330	Boil: Axial Tensile Test (Up to 7/8" diameter)	\$ 40.00
20331	Boil: Wedge Tensile Test (Up to 7/8" diameter)	\$ 85.00
20632	Boil: Axial Tensile Test (Greater than 7/8" up to 1" diameter)	\$ 60.00
20633	Boil: Wedge Tensile Test (Greater than 7/8" up to 1" diameter)	\$ 75.00
20334	Boil: Axial Tensile Test (Greater than 1" diameter)	Quotation
20635	Boil: Wedge Tensile Test (Greater than 1" diameter)	Quotation
20636	Boil: Proof Load Test (Up to 7/8")	\$ 55.00
20637	Boil: Proof Load Test (Greater than 7/8" up to 1" diameter)	\$ 55.00
20638	Boil: Proof Load Test (Greater than 1")	Quotation
20639	Hot: Proof Load Test (Up to 7/8")	\$ 45.00
20640	Hot: Proof Load Test (Greater than 7/8" up to 1" diameter)	\$ 55.00
20641	Hot: Proof Load Test (Greater than 1")	Quotation
Task Code Chemical Testing of Metal and Steel		
80170	Steel Chemical Analysis	\$ 195.00
80173	Weight of Galvanized Coating (ASTM A90)	\$ 75.00

EXHIBIT A-1 – REVISED FEE SCHEDULE

Task Code	Machining and Preparation of Tensile and Bend Sample: Carbon Steel	Rate
20761	Machinist: Initial Preparation from Pick-up, Etc. (Per Hour)	\$ 80.00
20763	Sawcut to Overall Width (Per 0.5" Thickness or Fraction Thereof)	\$ 40.00
20765	Machinist to Test Configuration: Milled Specimens (Per 0.5" Thickness or Fraction Thereof)	\$ 55.00
20767	Machinist to Test Configuration: Turned Specimens (Per 0.5" Thickness or Fraction Thereof)	\$ 110.00
20768	Prepare Subsize Specimens (Per 0.5" Thickness or Fraction Thereof)	\$ 72.00

Task Code	Charpy Impact	Rate
20821	Charpy Impact Ambient Temperature, per sample (Average of 3 Samples Typically Required)	\$ 80.00
20823	Charpy Impact Reduced Temperature, per sample (Average of 3 Samples Typically Required)	\$ 100.00

Task Code	Manufacture of Charpy Samples: Carbon Steel	Rate
20766	Cutting and Milling (Per 0.5" or Fraction Thereof) (Average of 3 Samples Typically Required)	\$ 72.00
20768	Final Machining to Sample Configuration (Average of 3 Samples Typically Required)	\$ 82.00

Task Code	Pressing Wires and Tendons, ASTM A416	Rate
22701	Stress-Strain Analysis: Wire or Strands (Including Client and Present Office)	\$ 175.00
22703	Tensile Test Only	\$ 125.00
22705	Tendons	Quotation

Task Code	Polymer Matrix Composite Materials (Fiberglass)	Rate
20706	Tensile Strength – Set of 5 Specimens in both directions (ASTM D3039)	\$ 1,350.00
20707	Tensile Strength – Additional Specimens (ASTM D3039)	\$ 250.00
20708	Heating Chamber Time – Per 24 hr period (ASTM D3039)	\$ 55.00

Task Code	Calibration Services and Universal Machine Usage	Rate
20801	Calibration/Verification Services	Quotation
20803	Universal Test Machine Usage (Per Hour)	\$ 285.00

Ceramic Tile Testing Division

The Ceramic Tile Institute of America (CTIA) and Twining worked together to advance and develop technology designed to enhance the quality of materials and workmanship in the ceramic tile industry. A separate schedule of fees for these services is available upon request.

Cyclic and Fatigue Testing Programs on Special Products/Parts

Engineering and Technical support/Design of Prototypes and Special Fastener Coupling Full Testing Program Per New Regulations: Tension, Tension/Bend, Shear, Double Shear, & Compression	Quotation Quotation
Fiberglass/Composite Materials Field Testing Program (ASTM D4066, D1143, D4623, D2884, D4478, D1242, D7901, D7921, and D732)	Quotation
Field Testing of Steel Reinforcement and Structural Elements in-Place Shear Testing	Quotation
Materials and/or Product Evaluation Per Specifications	Quotation
Structural Dynamic Testing and Durability Analysis	Quotation

POLICY NUMBER: 6301E077052

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 2/1/15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

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

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S)

The County of Monterey, its agents, officers and employees

Contracts/Purchasing Department
168 West Alisal St, 3rd Floor
Salinas, CA 93901

PROJECT/LOCATION OF COVERED OPERATIONS:

All Operations.

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above, 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" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement

shall not increase the limits of insurance described in Section III – Limits Of Insurance.

- b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
- i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.

- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "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

COMMERCIAL GENERAL LIABILITY

or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement 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 under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance 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 organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still 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 when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
- a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. -DEFINITIONS:

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

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement 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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

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.

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

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

COMMERCIAL AUTO

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 that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – 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 – 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 – 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 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) or 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., Limit Of Insurance, of SECTION II – 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., Limit Of Insurance, of SECTION II – 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 to 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 EFFECTS

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

Personal Effects

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

- (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 Effects coverage.

K. AIRBAGS

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

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

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. 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:

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

COMMERCIAL AUTO

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

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.

POLICY NUMBER: 8101E0740409

COMMERCIAL AUTO
ISSUE DATE: 07/14/2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULED PERSONS OR ORGANIZATIONS

The County of Monterey, its agents, officers and employees

168 West Alisal Street 3rd Floor
Monterey, CA 93901

PROVISIONS

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

Any person or organization shown above 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 Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled 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, requires this insurance to be primary and non-contributory.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clauses" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 2/1/2016 forms a part of Policy No. WC 069-86-2635

Issued to TWINING LABORATORIES OF SOUTHERN CALIFORNIA, INC.

By COMMERCE AND INDUSTRY INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____

Archive Copy



Authorized Representative