

AGENDA ITEM
MEETING DATE May 17, 2017

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO CONSOLIDATED
ENGINEERING LABORATORIES FOR PROJECT
SPECIAL INSPECTION AND TESTING SERVICES FOR
THE NEW SCIENCE BUILDING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from firms in the Board approved pool of project special inspection and testing firms. Responses were received from Consolidated Engineering Laboratories, Construction Testing Services, Inc., Ninyo & Moore, and Terracon. Based on qualifications, proposed scope of work, and price, Consolidated Engineering Laboratories is considered the best value for this project.

The Governing Board is asked to approve a contract to Consolidated Engineering Laboratories in an amount not to exceed \$77,719.32.

The contract is available online at: <http://www.solano.edu/measureq/planning.php>.

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
Special Inspection and Testing for the New Science Building Project**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 17th day of May, 2017 by and between the **Solano Community College District**, ("District") and **Consolidated Engineering Laboratories** ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at District ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Services. The Consultant shall provide **Special Inspection and Testing** services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

1. **Term.** Consultant shall commence providing services under this Agreement on May 17, 2017 and will diligently perform as required and complete performance by January 15, 2019, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
2. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/>	Signed Agreement
<input checked="" type="checkbox"/>	Workers' Compensation Certification
<input checked="" type="checkbox"/>	Insurance Certificates and Endorsements
<input checked="" type="checkbox"/>	W-9 Form
<input type="checkbox"/>	Other: _____

3. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed SEVENTY SEVEN THOUSAND SEVEND HUNDRED NINETEEN AND 32/100 (\$77,719.32). District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

- 3.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
- 3.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
 - 4.1. Not applicable.
5. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Performance of Services.**
 - 7.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
 - 7.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 7.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 7.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

8. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
9. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
10. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

11. **Termination.**

- 11.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 11.2. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 11.2.1. material violation of this Agreement by the Consultant; or
 - 11.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 11.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's

notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

13. **Insurance.**

13.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

13.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

13.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

13.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

13.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates

indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 13.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 13.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 13.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 13.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

13.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

14. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

15. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

16. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

17. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

18. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the

Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

19. **Disabled Veteran Business Enterprises.** Pursuant to Education Code section 71028 and Public Contract Code section 10115, the District may have a participation goal for disabled veteran business enterprises (DVBEs) of at least three percent (3%) per year of funds expended each year by the District on projects that use funds California Community College Chancellor's Office. In accordance therewith, the Consultant must submit, upon request by the District, appropriate documentation to the District identifying the good faith efforts the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Solano Community College District
C/O Kitchell CEM
360 Campus Lane Ste. 203
Fairfield, California 94534

ATTN: Jason Yi
Email: jason.yi@solano.edu

Consultant:

Consolidated Engineering Laboratories
2001 Crow Canyon Road, Suite 100
San Ramon, California 94583

ATTN: Bill Cale
Email: bcale@ce-labs.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2016

Dated: _____, 2016

Solano Community College District

By: _____

By: _____

Print Name: LUCKY LOFTON

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____

Information regarding Consultant:

License No.: _____

Employer Identification and/or
Social Security Number

Address:

Telephone:

Facsimile:

E-Mail:

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation, State: _____
- ____ Limited Liability Company
- ____ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

- 1.1. Special Testing and Inspection services to verify compliance with the DSA approved plans and specifications for this project. Basic services will include, but are not necessarily limited to, the following:
 - 1.1.1. Provide and coordinate onsite and offsite inspections and material testing and report to CM and DSA Inspector of Record
 - 1.1.2. Provide semi-monthly reports to DSA, PI, A/E, CM, PM and District
 - 1.1.3. Review progress of work as needed with the PI, A/E, CM, PM and District
 - 1.1.4. Provide review and comments on proposed contractor change orders for any work with special testing/inspection ramifications
 - 1.1.5. Provide Form 6 Final Verified Report to DSA, with copies to IOR, District, CM and A/E
- 1.2. Consultant shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the Consultant or its qualified representative to observe construction.
- 1.3. Consultant shall submit an interim Verified Report (form DSA 6-AE or more current form) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- 1.4. Consultant shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project, (2) work on the Project is suspended for a period of more than one month, (3) the services of the Consultant are terminated for any reason prior to completion of the Project, or (4) DSA requests a Verified Report.



**EXHIBIT "B"
BILLING RATES**

**CONSOLIDATED ENGINEERING
LABORATORIES**

**2016-2017 PUBLISHED FEE SCHEDULE
CONSTRUCTION INSPECTION AND MATERIALS TESTING**

Effective April 01, 2016 through June 30, 2018

ENGINEERING SERVICES	UNIT RATE	UNIT
Principal/Principal Engineer	\$ 200.00	hour
Geotechnical Engineer	\$ 180.00	hour
Senior Engineer	\$ 180.00	hour
Project Engineer/Geologist	\$ 150.00	hour
Staff Engineer	\$ 130.00	hour
Assistant Engineer	\$ 120.00	hour
Field Supervisor	\$ 120.00	hour
INSPECTION SERVICES	UNIT RATE	UNIT
ICC/AWS Inspector with NDT Equipment	\$ 110.00	hour
ICC/AWS Inspector (Visual Only)	\$ 108.00	hour
ICC Certified Inspector	\$ 108.00	hour
Proofload Testing/Anchor Installation Inspector	\$ 104.00	hour
Inspector/Field Technician's Basic Hourly Rate	\$ 104.00	hour
Mechanical	\$ 108.00	hour
Electrical	\$ 108.00	hour
Plumbing Inspector	\$ 108.00	hour
OSHPD IFC Premier Certified Firestop Inspector	\$ 120.00	hour
Soils Inspector with Nuclear Gauge (Portal-to-Portal Charges Apply)	\$ 110.00	hour
SPECIALIZED SERVICES	UNIT RATE	UNIT
Pachometer	\$ 110.00	hour
In-Place Brick Shear Tests (Masonry) - Two-Person Crew (4-hour minimum)	\$ 180.00	hour
Ground Penetrating Radar (GPR)		
- One Man Crew	\$ 200.00	hour
- Two Man Crew	\$ 300.00	hour
Floor Flatness Testing:		
- Surveying/Inspection	\$ 150.00	hour
Phased Array Technician	\$ 135.00	hour
Profileograph Technician	\$ 135.00	hour
Profileograph Equipment	Quotation on Request	
CORING SERVICES	UNIT RATE	UNIT
Coring Machine Operator	\$ 130.00	hour
Helper (add per hour)	\$ 70.00	hour
Diamond Drill Bit Charges, per inch to 5"	\$ 8.00	inch
Diamond Drill Bit Charges, per inch 6" and over	Quotation on Request	

* Based on standard turnaround times.
Rush tests are an additional 50%.



**CONSOLIDATED ENGINEERING
LABORATORIES**

CONCRETE	UNIT RATE*	UNIT
Concrete Mix Design Review	\$ 250.00	each
Trial Batches, Prepared in Laboratory C192	\$ 900.00	each
Length Change of Concrete (Shrinkage), set of 3, ASTM C157, CT 530	\$ 400.00	each
Compression, 6X12 Cylinders, ASTM C 39, CT 521	\$ 42.00	each
Compression 4x8 Cylinders ASTM C 39	\$ 42.00	each
Compression, Core (including end preparation), ASTM C 42	\$ 95.00	each
Compression, 3X6 Cylinders Lightweight Insulating Concrete, ASTM C 495	\$ 80.00	each
Grout Compression, 2X2 Cubes, each age, ASTM C 109	\$ 65.00	each
Epoxy Grout 2x2 Cube Compression ASTM C 579	\$ 40.00	each
Cylinders, Stored 60 days (hold cylinders)	\$ 40.00	each
Splitting Tensile Strength, 6X12 Cylinders, ASTM C 496	\$ 100.00	each
Unit Weight of Concrete Cylinders, ASTM C 567	\$ 80.00	each
Unit Weight of Lightweight Insulating Concrete, ASTM C 495	\$ 80.00	each
Compression Test of Lightweight Insulating Concrete, ASTM C 495	\$ 80.00	each
Flexural Strength of Concrete, ASTM C 78	\$ 190.00	each
Shotcrete Pre-Production Panel Evaluation, Up to 12" Thick	\$ 1,000.00	each
Shotcrete Pre-Production Panel Evaluation, 12" to 24" Thick	\$ 1,500.00	each
Shotcrete Panel Core Compression Test, ASTM C 42	\$ 120.00	each
Chloride Ion Content, AASHTO T260	\$ 200.00	each
SOIL MECHANICS	UNIT RATE*	UNIT
Moisture/Density Curve		
Standard Proctor ASTM D 698	\$ 300.00	each
Modified Proctor ASTM D 1557	\$ 300.00	each
Checkpoint (ASTM or Caltrans)	\$ 145.00	each
California Impact, CT 216	\$ 310.00	each
Rock Correction for Oversize Material, ASTM D4718/CT216	\$ 100.00	each
Sieve Analysis		
Bulk Sample Gradation, ASTM C 136/C117/CT202	\$ 180.00	each
Material Finer than #200 Sieve, ASTM C 117	\$ 210.00	each
Soil Mechanics		
Soils Classification, ASTM D 2487	\$ 350.00	each
"R" Value, ASTM D 2844/CT 301	\$ 400.00	each
Sand Equivalent, ASTM D 2419/CT 217	\$ 130.00	each
Liquid Limit, Plastic Limit, & P.I. Atterberg Limits ASTM D4318	\$ 170.00	each
California Bearing Ratio, 1 pt. (ASTM D1883)	\$ 225.00	each
California Bearing Ratio, 3 pt. (ASTM D1883)	\$ 525.00	each
California Bearing Ratio, 3 pt. (ASTM D1883) w/ 96 hour soak	\$ 550.00	each
Moisture-Density Sample Tubes ASTM D2937	\$ 65.00	each

* Based on standard turnaround times.
Rush tests are an additional 50%.



CONSOLIDATED ENGINEERING
LABORATORIES

AGGREGATES	UNIT RATE*	UNIT
Sieve Analysis, Bulk Sample Gradation (Coarse & Fine), ASTM C136/C117/CT202	\$ 180.00	each
Sieve Analysis, Material Finer than #200 Sieve, ASTM C 117/CT202	\$ 85.00	each
Sieve Analysis, Coarse Agg (3" to #4), ASTM C136/CT202	\$ 160.00	each
Sieve Analysis, Fine Agg (#4 to #200), ASTM C136/CT202	\$ 160.00	each
Specific Gravity (Coarse), ASTM C 127/CT 206	\$ 130.00	each
Specific Gravity (Fine), ASTM C 128/CT 207	\$ 150.00	each
Absorption, Coarse Agg or Fine Agg , ASTM C 127/ASTM C 128	\$ 100.00	each
Organic Impurities in Concrete Sand, ASTM C 40/ CT213	\$ 100.00	each
L.A. Rattler, ASTM C 131 or C535/CT 211 (500 rev)	\$ 250.00	each
Clay Lumps & Friable Particles ASTM C142	\$ 150.00	each
Fractured Particles in Coarse Agg ASTM D5821	\$ 165.00	each
Lightweight Particles in Aggregate ASTM C123	\$ 130.00	each
Staining of Lightweight Aggregate ASTM C641	\$ 250.00	each
Sulfate Soundness (per sieve size), ASTM C 88	\$ 150.00	each
Unit Weight of Aggregates, ASTM C 29	\$ 100.00	each
% Crushed Particles, CT 205	\$ 250.00	each
Cleanness Value, CT 227	\$ 150.00	each
Sand Equivalent, ASTM D 2419/CT 217	\$ 130.00	each
Durability Index (Coarse or Fine Agg) ASTM D 3744/CT 229	\$ 180.00	each
Moisture Content of Aggregate ASTM C566	\$ 50.00	each
Potential Alkali Reactivity of Aggregates ASTM C1260	\$ 950.00	each
C33 Coarse Aggregate Qualification Testing (ASTM C33)	\$ 3,400.00	each
C33 Fine Aggregate Qualification Testing (ASTM C33)	\$ 3,100.00	each
HOT MIX ASPHALT (HMA)	UNIT RATE*	UNIT
Bulk Sp. Gravity of Compacted HMA (Plant Mix) ASTM D2726/ CT 304, CT308	\$ 180.00	each
Bulk Sp. Gravity of Compacted HMA (Lab Mix) ASTM D2726/ CT 304, CT308	\$ 150.00	each
Theoretical Max Spec. Gravity (Rice Density) ASTM D2041/ CT 309	\$ 165.00	each
Stabilometer Value including Compaction, ASTM D1560/ CT 366, per point	\$ 200.00	each
Asphalt Content (Ignition Oven Method) ASTM D 6307/ CT382	\$ 190.00	each
Ignition Oven Calibration Factor ASTM D6307/ CT382	\$ 270.00	each
Asphalt Content (Solvent Extraction Method) ASTM D2172	\$ 250.00	each
Sieve Analysis of Extracted Aggregate, ASTM D5444/CT 202	\$ 170.00	each
Caltrans Complete HMA Tests (Rice or BSG, S-Value, Ignition, Extracted Gradation)	\$ 950.00	each
Marshall Compaction (Lab Mix), set of 3, ASTM D 6926	\$ 385.00	each
Marshall Compaction (Plant Mix), set of 3, ASTM D 6926	\$ 270.00	each
Marshall Flow and Stability, per point, ASTM D 6926	\$ 85.00	each
Effect of Moisture on AC (Tensile Strength Ratio) ASTM D4867/ CT 371	\$ 1,800.00	each
Swell of Bituminous Mixtures, CT 304/305	\$ 225.00	each

* Based on standard turnaround times.
Rush tests are an additional 50%.



**CONSOLIDATED ENGINEERING
LABORATORIES**

ASPHALTIC CEMENT	UNIT RATE*	UNIT
Penetration of Bituminous Materials at 77°F, ASTM D5/AASHTO T49	\$ 71.00	each
Penetration of Bituminous Materials at 32°F to 158°F, ASTM D 5/AASHTO T49	\$ 105.00	each
Kinematic Viscosity of Asphalt, ASTM D 2170/AASHTO T201	\$ 170.00	each
Absolute Viscosity of Asphalt, ASTM D2170/AASHTO T201	\$ 170.00	each
Viscosity (Asphalt Institute Method)	\$ 195.00	each
Rolling Thin Film Test, ASTM 2872/Cal 346/AASHTO T240	\$ 180.00	each
Residue by Evaporation, ASTM D244/AASHTO T59	\$ 220.00	each
Extraction and Recovery, ASTM D2172/ASTM D 1856	\$ 850.00	each
MASONRY	UNIT RATE*	UNIT
Concrete Blocks		
Compression, Gross Area, ASTM C 140	\$ 110.00	each
Compression, Gross Area, Unusual Shape, ASTM C 67	\$ 110.00	each
Compression, Net Area, ASTM C 140	\$ 100.00	each
Absorption and Moisture, ASTM C 140	\$ 150.00	each
Linear Shrinkage ASTM C 426	\$ 160.00	each
Dimensional Measurement of Masonry Units ASTM C 140	\$ 65.00	each
Bricks		
Absorption, with saturation Coefficient, ASTM C 67	\$ 110.00	each
Compression, ASTM C 67	\$ 85.00	each
Modulus of Rupture, ASTM C 67	\$ 40.00	each
Grout		
Compression, Grout Prisms, ASTM C 1019	\$ 65.00	each
Compression, Mortar Cylinders, ASTM C 780	\$ 55.00	each
Compression, Composite Prisms, ASTM C 1314	\$ 175.00	each
Compression, Masonry Core, ASTM C 140	\$ 75.00	each
Shear, Masonry Core, CCR Title 24	\$ 100.00	each
Mortar Molds, ASTM C 470		6.5
REINFORCING STEEL - ASTM A 615/A706	UNIT RATE*	UNIT
Tensile Strength and Bend Test		
Samples, Size #3 - #10	\$ 100.00	each
Samples, Size #11	\$ 140.00	each
Samples, Size #14	\$ 350.00	each
Samples, Size #18 (Full Section)	\$ 550.00	each
REINFORCING STEEL - ASTM A 615/A706	UNIT RATE*	UNIT
Tensile Strength and Bend Test		
Samples, Size #3 - #10	\$ 100.00	each
Samples, Size #11	\$ 140.00	each
Samples, Size #14	\$ 350.00	each
Samples, Size #18 (Full Section)	\$ 550.00	each

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**CONSOLIDATED ENGINEERING
LABORATORIES**

PRESTRESSING STEEL - ASTM A 416	UNIT RATE*	UNIT
Uncoated 7 Wire Strand, 1/4" to 1/2"		
Yield Strength, Breaking Strength, and Elongation (Note: for Vinyl Coated Strands, (add \$ 45.00 per test; for Modulus of Elasticity, add \$ 45.00 per test)	\$ 300.00	each
Breaking Strength Only	\$ 195.00	each
STRUCTURAL STEEL (mild steel not over one inch thick)	UNIT RATE*	UNIT
Tensile Strength, ASTM A 370 (test only)		
Samples, Under 1-1/2 square inch in cross section	\$ 125.00	each
Samples, 1-1/2 square inch and over in cross section	\$ 175.00	each
Chemical Analysis	\$ 110.00	each
Bending	\$ 85.00	each
Anchor Bolts, ASTM F1554, tensile	\$ 200.00	each
High Strength Bolts, Nuts, and Washers, ASTM A 325, A 490, A 449		
Bolt Assembly Test	\$ 260.00	each
Bolts Proof Load and Ultimate	\$ 110.00	each
Nuts Proof Load	\$ 60.00	each
Hardness (Rockwell)	\$ 30.00	each
WELDMENT TESTING (mild steel not over one inch thick)	UNIT RATE*	UNIT
Transverse Tensile	\$ 120.00	each
Transverse Side Bend	\$ 80.00	each
Transverse Root and Face Bend	\$ 80.00	each
Macroetch	\$ 80.00	each
0.505" Tensile Specimen	\$ 125.00	each
Charpy V-Notch Specimen	Quotation on Request	
Preparation of WPS, PQR, or Welder Certificate	\$ 125.00	each
NONDESTRUCTIVE TESTING	UNIT RATE	UNIT
Radiography		
Radiographic Testing-Weld Procedure Qualification (physical testing not included)	\$ 550.00	each
Consultation	\$ 130.00	hour
One-Person Crew	\$ 130.00	hour
Film	\$ 20.00	ea
Magnetic Particle Level III (ASNT)	\$ 130.00	hour
Magnetic Particle Level II (ASNT)	\$ 108.00	hour
Ultrasonic Level III (ASNT)	\$ 130.00	hour
Ultrasonic Level II (ASNT)	\$ 108.00	hour
Dye Penetrant Level III (ASNT)	\$ 130.00	hour
Dye Penetrant Level II (ASNT)	\$ 108.00	hour
ROOFING	UNIT RATE*	UNIT
Ply Count and Asphalt by Difference, ASTM D 2829	\$ 150.00	each
Weight Analysis, ASTM D 2829	\$ 80.00	each

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**CONSOLIDATED ENGINEERING
LABORATORIES**

FIREPROOFING	UNIT RATE*	UNIT
Density of Sprayed on Fireproofing, ASTM E 605/UBC 43-8	\$ 75.00	each
Cohesion/Adhesion, ASTM E 736	\$ 75.00	each
FIRE/LIFE SAFETY SYSTEMS	UNIT RATE*	UNIT
Fire/Life Safety Systems Inspection	\$ 108.00	hour
Mechanical Engineer	\$ 245.00	hour
Staff Engineer	\$ 180.00	hour
Final Affidavit (Request 6 Working Days Advance Notice)	Quotation on Request	
GEOTEXTILE FABRIC	UNIT RATE*	UNIT
Tensile Strength by Grab Method	\$ 370.00	each
Puncture Resistance, Index, ASTM D 4833	\$ 254.00	each
Trapezoidal Tear	\$ 281.00	each
Mass Per Unit Area, ASTM D 3776	\$ 188.00	each
Simulated Asphalt Retention, ASTM D 4830	\$ 463.00	each
Unit Weight Analysis, ASTM S 2329	\$ 80.00	each
Ply Count and Void Analysis, ASTM D 2329	\$ 150.00	each
CEMENT	UNIT RATE*	UNIT
Storage of Grab Sample, 60 days	\$ 22.00	each
Cement Content of Hardened Concrete, ASTM C 1084	\$ 2,460.00	each
GFRC PANEL TEST	UNIT RATE*	UNIT
Flexural Testing, per P.C.I Recommended Practice	\$ 71.00	each
Pullout Testing of Anchors, per P.C.I. Recommended Practice	\$ 116.00	each
Fiberwrap Testing (ASTM D3039)	\$ 610.00	set
SPECIALTY GEOTECHNICAL TESTING	UNIT RATE	UNIT
Sieve Analysis, Minus #200 by Wash ASTM D1140	\$ 80.00	each
Consolidation (ASTM D2435, D4546)	\$ 180.00	each
Time-Consolidation (ASTM D2435)	\$ 80.00	each
Collapse/Swell (ASTM D4546)	\$ 95.00	each
Unconfined Compressive Strength (ASTM D2166)	\$ 110.00	each
Direct Shear (3 pt.)	\$ 1,000.00	each
California Bearing Ratio, 1 pt. (ASTM D1883)	\$ 250.00	each
California Bearing Ratio, 3 pt. (ASTM D1883)	\$ 600.00	each
Water Soluble Sulfate	\$ 56.00	each
pH (ASTM D4972)	\$ 75.00	each
Lab Resistivity	\$ 93.00	each

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**CONSOLIDATED ENGINEERING
LABORATORIES**

MISCELLANEOUS GEOTECHNICAL CHARGES	UNIT RATE	UNIT
Vehicle Charges (Over 40-Mile Radius)		
Truck, 2-Wheel Drive	\$ 0.50	mile
Truck, 4-Wheel Drive	\$ 0.60	mile
All Other Direct Project Expenses (such as contract drilling and backhoe services, special equipment rental, commercial travel, protective clothing, shipping, etc.)		Cost + 15%
Clerical Services	\$ 78.00	hour
MISCELLANEOUS TESTS & INSPECTIONS	UNIT RATE	UNIT
Calibration of Hydraulic Rams	\$ 250.00	each
Universal Testing Machine with Technician	\$ 275.00	hour
Instron Testing Machine with Technician	\$ 275.00	hour
Windsor Test Probes		Quotation on Request
Weld Procedure Review	\$ 250.00	each
Expert Witness	\$ 3,000.00	day
BASIS OF CHARGES	UNIT RATE	UNIT
<i>The proposed unit rates will be in effect through June 30, 2018. Thereafter, the unit rates are subject to an annual increase of four percent (4%) per year to mitigate the annual operating cost increases.</i>		
Work Over 8 Hours Per Day		Time and One-Half
Work Over 12 Hours, Monday through Friday		Double Time
Work on Saturdays		Time and One-Half
Work Over 8 Hours on Saturday		Double Time
Work on Sundays/Holidays		Double Time
Swing or Graveyard Shift Premium	\$ 12.50	hour
Work from 0 to 4 Hours		4-Hour Minimum Billing
Work from 4 to 8 Hours		8-Hour Minimum Billing
Show-Up Time		2-Hour Minimum Billing
Sample Pick-Up	\$ 90.00	trip
Premium Sample Pick-Up (after 4 PM, before 5 AM, Weekends and Holidays)		2 x Sample Pick-Up Rate
Trip Charge	\$ 100.00	trip
Laboratory Testing - Rush Fee		Add 50% to Testing Cost
Final Affidavit per each Applicable Permit (Request 6 working days in advance)	\$ 400.00	each
DSA Interim Verified Reports	\$ 150.00	each
Extra Copies (Over 4 per Issue Date) of Inspection Reports and Final Affidavit	\$ 20.00	each
Reports on CD	\$ 150.00	each
Project Engineering and Management		5% of Fees
Credit Card Payment of Fees		2.5% Premium
Reimbursables		Cost + 15%
QA/QC Plan Written Procedures		Quotation on Request
Out of Area Services (Beyond 40-Mile Radius)		As Listed Below:
Travel Time		Basic Hourly Rate
Mileage	\$ 0.60	mile
Per-diem, Including Lodging	\$ 120.00	day

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Rush tests are an additional 50%.