

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND NINYO & MOORE

This Agreement is entered into this 21st day of April 2022, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Ninyo & Moore, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of materials testing and special inspection services for the Navigation Center Project in Redwood City, California.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C – Schedule of Fees and Schedule of Values

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Fifty-two thousand, three hundred ninety-eight dollars (**\$52,398.00**). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2022, through June 30, 2023.

5. Termination

This Agreement may be terminated by Contractor or by the Project Development Unit Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California 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 the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from

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

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

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

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political

beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of

allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name: Adam Ely, Director
Address: 555 County Center 2nd Floor
Redwood City, CA 94065
Telephone: 1-650-722-8112
Email: aely@smcgov.org

In the case of Contractor, to:

Name/Title: Ruchil Shah, Director of Business Development
Address: 2149 O'Toole Avenue, Suite 30
San Jose, CA 95131
Telephone: 1-408-435-900
Email: rshah@ninyoandmoore.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

19. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a

Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.

- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

20. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,


- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

<p>DocuSigned by:  <small>956376058D8F4BD...</small> <hr/> Contractor Signature</p>	<p>22-Apr-2022 16:34 PDT <hr/> Date</p>	<p>Ruchil Shah <hr/> Contractor Name (please print)</p>
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For County:


<p>DocuSigned by:  <small>FB780FA8B4444C9...</small> <hr/> Purchasing Agent Signature (Department Head or Authorized Designee) County of San Mateo</p>	<p>22-Apr-2022 16:54 PDT Adam Ely <hr/> Date</p>	<p>_____ Purchasing Agent Name (please print) (Department Head or Authorized Designee) County of San Mateo</p> <p style="margin-top: 20px;">Director _____ Purchasing Agent or Authorized Designee Job Title (please print) County of San Mateo</p>
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Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services: Contractor shall provide material testing and special services inspection for the Navigation Center Project in Redwood City, CA. The following

PROPOSED SCOPE OF SERVICES:

Based on our review of the project plans and experience with similar projects, we propose to provide the following scope of services: Geotechnical Observation and Testing

Provide technical consultation during construction including submittal review and respond to requests for information:

- Observe site preparation, excavation, and removal of unsuitable materials.
- Observe prepared subgrade for conformance with geotechnical recommendations and design assumptions.
- Drilled pier installation inspection for canopies.
- Sampling of subgrade, engineered fill, aggregate base and asphalt concrete material from the job site and transportation to our laboratory for testing.
- Maximum compacted density test in the laboratory accordance with ASTM D1557 for subgrade and aggregate base.
- Maximum density test (Hveem) determination for asphalt concrete in the laboratory.
- In-place field density testing using a nuclear density gauge for the relative compaction of compacted subgrade soil, aggregate base and asphalt concrete.
- Prepare daily field reports documenting items inspected and reports of laboratory testing to be submitted to the project team. Materials Testing and Special Inspections
- Reinforcing steel placement inspection.
- Concrete and shotcrete placement inspection including slump and temperature tests of concrete and cast compressive strength test specimens (1 set / 150 cubic yards) on site.
- Concrete sample pick-up and transportation to our laboratory for curing and testing.
- Compression testing of concrete cylinders in the laboratory.
- Inspection during the installation of post-installed anchors in concrete.
- Load testing including pull and torque testing of post installed
- Perform special inspection in the shop located in Riverside, California for prefabricated modular units per California Department of Housing and Community Development.
- Structural steel welding inspection in the field.
- Shear wall nailing and wood diaphragm inspection.
- Prepare daily field reports documenting items inspected and reports of laboratory testing to be submitted to the project team.
- Prepare final affidavit letter at the conclusion of the project.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor will perform the scope of services described above, on a time-and-materials basis in accordance with the attached Schedule of Fees (Exhibit C). The County will process payment to contractor upon receipt of itemized invoice approved and accepted by the project team. In no event, unless agreed to between the County and Ninyo & Moore will the fee for the scope of services described for this project exceed \$52,398 (Fifty-Two Thousand Three Hundred Ninety-Eight Dollars).

County shall pay Contractor within 30 days upon receipt in County Accounting Department, of a written itemized monthly invoice identifying the Agreement number, location of work, specific work completed, and breakdown of charges

All invoices are to be forwarded electronically to:

Jasmine Gao Project Manager jgao@smcgov.org and

Invoices are to be submitted to:

pdu_invoices@smcgov.org

Project Development Unit

555 County Center, 2nd Floor

Redwood City, CA 94063

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.Exhibit C

Schedule of Fees

Table 1 - Breakdown of Estimated Fee			
Reinforced Concrete			
Special Inspector	Reinforcing Steel Placement Inspection	40 hours @ \$ 95.00 /hour	\$ 3,800.00
Special Inspector	Concrete Placement Inspection, Sampling and Testing of Concrete (Slump, Temp.) - 10 Pours	80 hours @ \$ 95.00 /hour	\$ 7,600.00
Compression Tests	5 Concrete Cylinders / 150 Cubic Yards (4"x8" Cylinders)	50 tests @ \$ 30.00 /test	\$ 1,500.00
Vehicle/Equipment		120 hours @ \$ 12.00 /hour	\$ 1,440.00
			Subtotal \$ 14,340.00
Post-Installed Anchors			
Special Inspector	Post-Installed Anchors Placement Inspection	24 hours @ \$ 95.00 /hour	\$ 2,280.00
Special Inspector	Load Testing of Post-Installed Anchors (Torque & Pull Testing)	24 hours @ \$ 95.00 /hour	\$ 2,280.00
Vehicle/Equipment		48 hours @ \$ 12.00 /hour	\$ 576.00
			Subtotal \$ 5,136.00
Structural Steel			
Special Inspector	Structural Steel Welding Inspection in the Field	32 hours @ \$ 95.00 /hour	\$ 3,040.00
Vehicle/Equipment		32 hours @ \$ 12.00 /hour	\$ 384.00
			Subtotal \$ 3,424.00
Wood Framing			
Special Inspector	Shearwall Nailing and Wood Diaphragm Inspection	40 hours @ \$ 95.00 /hour	\$ 3,800.00
Vehicle/Equipment		40 hours @ \$ 12.00 /hour	\$ 480.00
			Subtotal \$ 4,280.00
Project Management			
Project Assistant	Data Compilation & Distribution	8 hours @ \$ 80.00 /hour	\$ 640.00
Project Manager	Meetings, Submittal Review, Project Coordination and Progress Report Preparation	12 hours @ \$ 140.00 /hour	\$ 1,680.00
Principal Engineer	Project Oversight, Consultation, and Final Report Preparation	4 hours @ \$ 185.00 /hour	\$ 740.00
			Subtotal \$ 3,060.00
Geotechnical Observation and Testing			
Senior Staff Engineer	Foundation Observation and Drilled Pier Installation Inspection for Canopies	40 hours @ \$ 95.00 /hour	\$ 3,800.00
Field Technician	Compaction Testing of Subgrade and Aggregate Base for Foundation/Trench Backfill/Pavement	80 hours @ \$ 95.00 /hour	\$ 7,600.00
Field Technician	Compaction Testing of Asphalt Concrete for Pavement	24 hours @ \$ 95.00 /hour	\$ 2,280.00
Proctor Density Test	Subgrade and Aggregate Base	4 tests @ \$ 260.00 /test	\$ 1,040.00
Hveem Density Test	Asphalt Concrete	2 tests @ \$ 195.00 /test	\$ 390.00
Nuclear Gauge Charge		80 hours @ \$ 13.00 /hour	\$ 1,040.00
Vehicle/Equipment		144 hours @ \$ 12.00 /hour	\$ 1,728.00
			Subtotal \$ 17,878.00
Shop Fabrication Inspection			
Special Inspector	Inspection for Pre-Fabricated Modular Units in Riverside, California	40 hours @ \$ 95.00 /hour	\$ 3,800.00
Vehicle/Equipment		40 hours @ \$ 12.00 /hour	\$ 480.00
			Subtotal \$ 4,280.00
TOTAL ESTIMATED FEE			\$ 52,398.00

Fee Schedule

Schedule of Fees	
Hourly Charges for Personnel	
Principal Engineer/Geologist/Environmental Scientist.....	\$ 185
Senior Engineer/Geologist/Environmental Scientist.....	\$ 165
Senior Project Engineer/Geologist/Environmental Scientist.....	\$ 150
Project Engineer/Geologist/Environmental Scientist.....	\$ 140
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 125
Staff Engineer/Geologist/Environmental Scientist.....	\$ 115
GIS Analyst.....	\$ 110
Field Operations Manager.....	\$ 125
Supervisory Technician.....	\$ 110
Nondestructive Examination Technician, UT, MT, LP.....	\$ 110
Field/Laboratory Technician.....	\$ 95
Special Inspector (Asphalt, Concrete, Masonry, Steel, Welding, and Fireproofing).....	\$ 95
Technical Illustrator/CAD Operator.....	\$ 85
Information Specialist.....	\$ 85
Geotechnical/Environmental Assistant.....	\$ 80
Data Processing, Technical Editing, or Reproduction.....	\$ 70
Other Charges	
Expert Witness Testimony.....	\$ 400 /hr
Concrete Coring Equipment (includes one technician).....	\$ 160 /hr
PID/FID Usage.....	\$ 130 /day
Anchor load test equipment (includes technician).....	\$ 105 /hr
Hand Auger Equipment.....	\$ 65 /day
Inclinometer Usage.....	\$ 40 /hr
Vapor Emission Kits.....	\$ 40 /kit
Level D Personal Protective Equipment (per person per day).....	\$ 30 /p/d
Rebar Locator (Pachometer).....	\$ 30 /hr
Nuclear Density Gauge Usage.....	\$ 13 /hr
Field Vehicle Usage.....	\$ 12 /hr

Laboratory Testing

Schedule of Fees for Laboratory Testing

Laboratory Test, Test Designation, and Price Per Test

SOILS

Atterberg Limits, D 4318, CT 204	\$ 180
California Bearing Ratio (CBR), D 1883	\$ 440
Chloride and Sulfate Content, CT 417 & CT 422	\$ 135
Consolidation, D 2435, CT 219	\$ 275
Consolidation – Time Rate, D 2435, CT 219	\$ 70
Direct Shear – Remolded, D 3080	\$ 290
Direct Shear – Undisturbed, D 3080	\$ 250
Durability Index, CT 229	\$ 150
Expansion Index, D 4829, UBC 18-2	\$ 240
Expansion Potential (Method A), D 4546	\$ 180
Expansive Pressure (Method C), D 4546	\$ 180
Geofabric Tensile and Elongation Test, D 4632	\$ 165
Hydraulic Conductivity, D 5084	\$ 300
Hydrometer Analysis, D 422, CT 203	\$ 190
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 110
Moisture Only, D 2216, CT 226	\$ 30
Moisture and Density, D 2937	\$ 50
Permeability, CH, D 2434, CT 220	\$ 290
pH and Resistivity, CT 643	\$ 160
Proctor Density D 1557, D 698, CT 216, & AASHTO T-180 (Rock corrections add \$80)	\$ 260
R-value, D 2844, CT 301	\$ 425
Sand Equivalent, D 2419, CT 217	\$ 110
Sieve Analysis, D 422, CT 202	\$ 110
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 90
Specific Gravity, D 854	\$ 200
Triaxial Shear, C.D., D 4767, T 297	\$ 390
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt.	\$ 330
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt.	\$ 190
Triaxial Shear, U.U., D 2850	\$ 140
Unconfined Compression, D 2166, T 208	\$ 100
Wax Density, D 1188	\$ 90

ROOFING

Built-up Roofing, cut-out samples, D 2829	\$ 165
Roofing Materials Analysis, D 2829	\$ 500
Roofing Tile Absorption, (set of 5), UBC 15-5	\$ 190
Roofing Tile Strength Test, (set of 5), UBC 15-5	\$ 190

MASONRY

Brick Absorption, 24-hour submersion, C 67	\$ 45
Brick Absorption, 5-hour boiling, C 67	\$ 55
Brick Absorption, 7-day, C 67	\$ 60
Brick Compression Test, C 67	\$ 45
Brick Efflorescence, C 67	\$ 45
Brick Modulus of Rupture, C 67	\$ 40
Brick Moisture as received, C 67	\$ 35
Brick Saturation Coefficient, C 67	\$ 50
Concrete Block Compression Test, 8x8x16, C 140	\$ 60
Concrete Block Conformance Package, C 90	\$ 1100
Concrete Block Linear Shrinkage, C 426	\$ 120
Concrete Block Unit Weight and Absorption, C 140	\$ 55
Cores, Compression or Shear Bond, CA Code	\$ 85
Masonry Grout, 3x3x6 prism compression, UBC 21-18	\$ 30
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	\$ 30
Masonry Prism, half size, compression, UBC 21-17	\$ 180

CONCRETE

Cement Analysis Chemical and Physical, C 109	\$ 1,650
Compression Tests, 6x12 Cylinder, C 39	\$ 30
Concrete Mix Design Review, Job Spec	\$ 140
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 750
Concrete Cores, Compression (excludes sampling), C 42	\$ 55
Drying Shrinkage, C 157	\$ 250
Flexural Test, C 78	\$ 100
Flexural Test, C 293	\$ 55
Flexural Test, CT 523	\$ 100
Gunit/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 250
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 55
Petrographic Analysis, C 856	\$ 1,100
Splitting Tensile Strength, C 496	\$ 80

REINFORCING AND STRUCTURAL STEEL

Fireproofing Density Test, UBC 7-6	\$ 70
Hardness Test, Rockwell, A-370	\$ 80
High Strength Bolt, Nut & Washer Conformance, set, A-32	\$ 205
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 95
Pre-Stress Strand (7 wire), A 416	\$ 140
Chemical Analysis, A-36, A-615	\$ 120
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	
No. 8 Rebar	\$ 55
No. 11 Rebar	\$ 75
No. 18 Rebar	\$ 150
Structural Steel Tensile Test: Up to 200,000 lbs. (maching extra), A 370	\$ 105
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80
Tensile Test for Fiberwrap (ASTM D-3039)	\$ 675

ASPHALT CONCRETE

Asphalt Mix Design, Caltrans	\$ 2,200
Asphalt Mix Design Review, Job Spec	\$ 150
Extraction, % Asphalt, including Gradation, D 2172, CT 310	\$ 215
Film Stripping, CT 302	\$ 100
Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$ 195
Marshall Stability, Flow and Unit Weight, T-245	\$ 215
Maximum Theoretical Unit Weight, D 2041	\$ 120
Swell, CT 305	\$ 165
Unit Weight sample or core, D 2726, CT 308	\$ 90
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200
SuperPave, Gyrotory Unit Wt., T 312	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000

AGGREGATES

Absorption, Coarse, C 127	\$ 35
Absorption, Fine, C 128	\$ 35
Clay Lumps and Friable Particles, C 142	\$ 100
Cleaness Value, CT 227	\$ 160
Crushed Particles, CT 205	\$ 140
Durability, Coarse, CT 229	\$ 165
Durability, Fine, CT 229	\$ 165
Los Angeles Abrasion, C 131 or C 535	\$ 180
Mortar making properties of fine aggregate, C 87	\$ 275
Organic Impurities, C 40	\$ 55
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 390
Sand Equivalent, CT 217	\$ 90
Sieve Analysis, Coarse Aggregate, C 136	\$ 125
Sieve Analysis, Fine Aggregate (including wash), C 136	\$ 125
Sodium Sulfate Soundness (per size fraction), C 88	\$ 160
Specific Gravity, Coarse, C 127	\$ 75
Specific Gravity, Fine, C 128	\$ 110

CEL				Ninyo & Moore				CMI			
Description	Quantity	Unit Rate	Price	Description	Quantity(per/hr)	Unit Rate	Price	Description	Quantity(per/hr)	Unit Rate	Price
REINFORCED CONCRETE (6 POURS)				REINFORCED CONCRETE-10Pours				Reinforced Concrete			
Mix Design Review	2 times	\$ 200.00	\$ 400.00	Reinforcing Steel	40hrs	\$ 95.00	\$ 3,800.00	Mix Design Review	1hr	\$350	\$ 350.00
Reinforcing Steel	48 Hours	\$ 90.00	\$ 4,320.00	Concrete Placement/Sampling Inspections	80hrs	\$ 95.00	\$ 7,600.00	Reinforcing Steel - 2025			
				Vehicle/Equipment	120hrs	\$ 12.00	\$ 1,440.00	- Tensile Test #3-8 Bars	9 sample	\$150	\$ 1,350.00
Concrete Placement/Sampling Inspections	48 Hours	\$ 90.00	\$ 4,320.00	Post-Installed Anchors Placement Inspection	24hrs	\$ 95.00	\$ 2,280.00	Bend test #8 Bars & smaller	9 sample	\$75	\$ 675.00
				Load Testing of Post-Installed Anchors (Torque & Pull Testing)	24hrs	\$ 95.00	\$ 2,280.00	Concrete Placement/Sampling Inspections - 52800			
Anchors Installed in Concrete	24 Hours	\$ 90.00	\$ 2,160.00	Vehicle/Equipment	48hrs	\$ 12.00	\$ 576.00	Special Inspections During Pour	120 hrs	\$135	\$ 16,200.00
				Concrete Compression Tests	50Tests - 5 Cylinders/150 Cubic yards	\$ 30.00	\$ 1,500.00	Collecting Sample During Pour	120 hrs	\$125	\$ 15,000.00
Concrete Compression Tests	30 Cylinders / 6 Sets	\$ 30.00	\$ 900.00	**Alternated servise**	80hr	\$ 13.00	\$ 1,040.00	Rebar placement inspection	160 hr	\$135	\$ 21,600.00
								Anchors Installed in Concrete - 63035			
Sample Pick-Ups	6 Trips	\$ 30.00	\$ 180.00					Torque Wrench & Bolt Tension Caibrator	1 sample	\$35	\$35
SOILS COMPACTION (10 DAYS)								Anchorbolt install inspection	240 hrs	\$ 135.00	\$ 32,400
Technician with Nuclear Gauge	80 Hours	\$ 90.00	\$ 7,200.00					Anchor Testing	180 hrs	\$135	\$ 24,300.00
Portal-to-Portal Charges	10 Trips	\$ 85.00	\$ 850.00					Proof loading and testing equipment	180 hrs	\$35	\$ 6,300.00
Lab, Max Density/Opt Moisture	3 Each	\$ 300.00	\$ 900.00					Concrete Compression Tests - 8350			
								Compression Test, 4X8 or 6X12 Cylinder	30 sample	\$65	\$ 1,950.00
								Cylinders Stored & cured (28 days)	30 sample	\$65	\$ 1,950.00
								Cylinder Molds	30 sample	\$15	\$ 450.00
								Unit Weight of Concrete Cylinder	30 sample	\$50	\$ 1,500.00
								Sample Pick up Per trip	20 sample	\$125	\$ 2,500.00
								Soils - 21050			
								Soil Compaction	112 hrs	\$125	\$ 14,000.00
								Soil Compaction equipment			\$ 5,600.00
								Soil Classification	1 sample	\$500	\$ 500.00
								Moisture Content Determination ASTM D-2216			\$ 200.00
								Resistance Value Untreated			\$ 750.00
								Compaction Curve ASTM D-1557			
								4" and 6"			1200
								Sieve Analysis			
								Coarse			300
								Fine			250
								Combined			350
								Asphaltic Concrete			
								Placement observation			15120
								Temperature Testing equipment of Asphalt			3920
								Miscellaneous Steel Welding			
								Welding Procedures Spec Review	1 time	\$350.00	\$ 350.00
								Field Welding Inspection	192 hrs	\$ 135.00	\$ 25,920.00
								WOOD DIAPHRAGM AND SHEAR WALL NAILING			
								Structural Wood Inspections Non-living structure	120 hrs	\$135.00	\$ 16,200.00
								MISCELLANEOUS			
								Final Affidavit	1 time	\$350.00	\$ 350.00
								Project Engineer	16 hrs	\$ 350.00	\$ 5,600.00
								Project Management	80 hrs	\$ 175.00	\$ 14,000.00
								Extra Alternate Services			
								Geotechnical Observation and Testing			
								Foundation Observation and Drilled Pier Installation Inspection for Canopies	40hrs	\$ 95.00	\$ 3,800.00
								Compaction Testing of Subgrade and Aggregate Base for Foundation/Trench Backfill/Pavement	80hrs	\$ 95.00	\$ 7,600.00
								Compaction Testing of Asphalt Concrete for Pavement	24hrs	\$ 95.00	\$ 2,280.00
								Subgrade and Aggregate Base	4tests	\$ 260.00	\$ 1,040.00
								Asphalt Concrete	2tests	\$ 195.00	\$ 390.00
								Vehicle/Equipment	144hrs	\$ 12.00	\$ 1,728.00
								Shop Fabrication Inspection			
								Inspection for Pre-Fabricated Modular Units in Riverside, California	40hrs	\$ 95.00	\$ 3,800.00
								Vehicle/Equipment	40hrs	\$ 12.00	\$ 480.00
								Total			
											\$ 22,158.00
Total			\$ 39,697.00	Total			\$ 30,240.00	Total			\$ 231,170.00



County of San Mateo

Contract Amendment Coversheet and Contract Amendment for <\$200K

CONTRACT SUMMARY

Contract No:	Contractor Name:	Amendment No:
84700-22-D017	Ninyo & Moore	ONE

THE AGREEMENT HAS CHANGED AS FOLLOWS:

Agreement Amount

Original Amount:	\$52,398		
Amendment 1 Amount:	\$73,190		
Current Amount:	Addition or Reduction:	New Total:	
\$52,398	\$73,190	\$125,588	

Agreement Term

Original Start Date:	4/1/2022	Original End Term:	6/30/2023
Amendment 1 Start Date:	NO CHANGE	Amendment 1 End Date:	NO CHANGE

Paragraph Changes:

PARAGRAPH 3

EXHIBIT B PARAGRAPH 2

EXHIBIT C

PAYMENTS

FEE SCHEDULE AND TERMS

SCHEDULE OF FEES

**AMENDMENT ONE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
NINYO & MOORE**

THIS AMENDMENT TO THE AGREEMENT, entered into this 7th day of September 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Ninyo & Moore, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for the purpose of materials testing and special inspection services for the Navigation Center Project on April 21, 2022; and

WHEREAS, the parties wish to amend the Agreement to increase the contract value by \$73,190 for a new not to exceed amount of \$125,588.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3, PAYMENTS, of the agreement is amended to read as follows:


In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE HUNDRED TWENTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS AND NO CENTS (\$125,588.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Delete paragraph 2 "**Exhibit B Fee Schedule and Terms**" and **replace with the updated paragraph 2 "Exhibit B Fee Schedule and Terms"** (rev. 9/7/2022) below.

Contractor will perform the scope of services described above, on a time-and-materials basis in accordance with the attached Schedule of Fees (Exhibit C). The County will process payment to contractor upon receipt of itemized invoice approved and accepted by the project team. In no event, unless agreed to between the County and Ninyo & Moore will the fee for the scope of services described for this project exceed ONE HUNDRED TWENTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS AND NO CENTS (\$125,588.00).

3. Delete “**Exhibit C Schedule of Fees**” and **replace with the updated “Exhibit C Schedule of Fees”** (rev. 9/7/2022) attached to this amendment.
4. **All other terms and conditions of the agreement dated 4/21/2022, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

 08-Sep-2022 | 10:24 PDT

For Contractor: NINYO & MOORE

PM REVIEWED

Ruchil Shah
Contractor Signature

08-Sep-2022 | 15:37 PDT
Date

Ruchil Shah
Contractor Name (please print)



For County:

Sam Lin
Purchasing Agent Signature
County of San Mateo
(Department Head of Authorized Designee)

08-Sep-2022 | 15:59 PDT
Date

Sam Lin
Purchasing Agent Name (please print)
County of San Mateo
(Department Head of Authorized Designee)

Table 1 - Breakdown of Estimated Fee for CO1 for Geotechnical Observation and Testing Services

Geotechnical Observation and Testing						
Labor Title	Task Duty	Proposed Hrs.	Performed Hrs.	Remaining Hrs.	Differences	
Field Technician	Compaction Testing (Regular Time)	80	460	160	540 hours @ \$ 95.00 /hour	\$ 51,300.00
Field Technician	Compaction Testing (Overtime)		36		36 hours @ \$ 142.50 /hour	\$ 5,130.00
Nuclear Gauge Charge		80	496	160	576 hours @ \$ 13.00 /hour	\$ 7,488.00
Vehicle/Equipment		80	496	160	576 hours @ \$ 12.00 /hour	\$ 6,912.00
Subtotal						\$ 70,830.00
Project Management						
Project Assistant	Data Compilation & Distribution	8	15	5	12 hours @ \$ 80.00 /hour	\$ 960.00
Project Manager	Meetings, Submittal Review, Project Coordination and Progress Report Preparation	12	33	11	32 hours @ \$ 140.00 /hour	\$ 4,480.00
Principal Engineer	Project Oversight, Consultation, and Final Report Preparation	4	9	3	8 hours @ \$ 185.00 /hour	\$ 1,480.00
Subtotal						\$ 6,920.00
Shop Fabrication Inspection Credit						
Special Inspector	Inspection for Pre-Fabricated Modular Units in Riverside, California	40			-40 hour @ \$ 95.00 /hour	\$ (3,800.00)
Vehicle/Equipment		40			-40 hours @ \$ 12.00 /hour	\$ (480.00)
Project Manager	Meetings, Submittal Review, Project Coordination and Progress Report Preparation	2			-2 hour @ \$ 140.00 /hour	\$ (280.00)
Subtotal						\$ (4,560.00)
TOTAL ESTIMATED FEE						\$ 73,190.00

Schedule of Fees

Hourly Charges for Personnel

Principal Engineer/Geologist/Environmental Scientist.....	\$ 185
Senior Engineer/Geologist/Environmental Scientist.....	\$ 165
Senior Project Engineer/Geologist/Environmental Scientist.....	\$ 150
Project Engineer/Geologist/Environmental Scientist.....	\$ 140
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 125
Staff Engineer/Geologist/Environmental Scientist.....	\$ 115
GIS Analyst.....	\$ 110
Field Operations Manager.....	\$ 125
Supervisory Technician.....	\$ 110
Nondestructive Examination Technician, UT, MT, LP.....	\$ 110
Field/Laboratory Technician.....	\$ 95
Special Inspector (Asphalt, Concrete, Masonry, Steel, Welding, and Fireproofing).....	\$ 95
Technical Illustrator/CAD Operator.....	\$ 85
Information Specialist.....	\$ 85
Geotechnical/Environmental Assistant.....	\$ 80
Data Processing, Technical Editing, or Reproduction.....	\$ 70

Other Charges

Expert Witness Testimony.....	\$ 400 /hr
Concrete Coring Equipment (includes one technician).....	\$ 160 /hr
PID/FID Usage.....	\$ 130 /day
Anchor load test equipment (includes technician).....	\$ 105 /hr
Hand Auger Equipment.....	\$ 65 /day
Inclinometer Usage.....	\$ 40 /hr
Vapor Emission Kits.....	\$ 40 /kit
Level D Personal Protective Equipment (per person per day).....	\$ 30 /p/d
Rebar Locator (Pachometer).....	\$ 30 /hr
Nuclear Density Gauge Usage.....	\$ 13 /hr
Field Vehicle Usage.....	\$ 12 /hr
Direct Project Expenses.....	Cost plus 15 %
Laboratory testing, geophysical equipment and other special equipment provided upon request.	

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

Laboratory Test, Test Designation, and Price Per Test

SOILS

Atterberg Limits, D 4318, CT 204	\$ 180
California Bearing Ratio (CBR), D 1883	\$ 440
Chloride and Sulfate Content, CT 417 & CT 422	\$ 135
Consolidation, D 2435, CT 219	\$ 275
Consolidation – Time Rate, D 2435, CT 219	\$ 70
Direct Shear – Remolded, D 3080	\$ 290
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Hydraulic Conductivity, D 5084	\$ 300
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Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 110
Moisture Only, D 2216, CT 226	\$ 30
Moisture and Density, D 2937	\$ 50
Permeability, CH, D 2434, CT 220	\$ 290
pH and Resistivity, CT 643	\$ 160
Proctor Density D 1557, D 698, CT 216, &	\$ 260
AASHTO T-180 (Rock corrections add \$80)	
R-value, D 2844, CT 301	\$ 425
Sand Equivalent, D 2419, CT 217	\$ 110
Sieve Analysis, D 422, CT 202	\$ 110
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Specific Gravity, D 854	\$ 200
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Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt. \$	330
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt. \$	190
Triaxial Shear, U.U., D 2850	\$ 140
Unconfined Compression, D 2166, T 208	\$ 100
Wax Density, D 1188	\$ 90

ROOFING

Built-up Roofing, cut-out samples, D 2829	\$ 165
Roofing Materials Analysis, D 2829	\$ 500
Roofing Tile Absorption, (set of 5), UBC 15-5	\$ 190
Roofing Tile Strength Test, (set of 5), UBC 15-5	\$ 190

MASONRY

Brick Absorption, 24-hour submersion, C 67	\$ 45
Brick Absorption, 5-hour boiling, C 67	\$ 55
Brick Absorption, 7-day, C 67	\$ 60
Brick Compression Test, C 67	\$ 45
Brick Efflorescence, C 67	\$ 45
Brick Modulus of Rupture, C 67	\$ 40
Brick Moisture as received, C 67	\$ 35
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Concrete Block Compression Test, 8x8x16, C 140	\$ 60
Concrete Block Conformance Package, C 90	\$ 1100
Concrete Block Linear Shrinkage, C 426	\$ 120
Concrete Block Unit Weight and Absorption, C 140	\$ 55
Cores, Compression or Shear Bond, CA Code	\$ 85
Masonry Grout, 3x3x6 prism compression, UBC 21-18	\$ 30
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	\$ 30
Masonry Prism, half size, compression, UBC 21-17	\$ 180

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Cement Analysis Chemical and Physical, C 109	\$ 1,650
Compression Tests, 6x12 Cylinder, C 39	\$ 30
Concrete Mix Design Review, Job Spec	\$ 140
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 750
Concrete Cores, Compression (excludes sampling), C 42	\$ 55
Drying Shrinkage, C 157	\$ 250
Flexural Test, C 78	\$ 100
Flexural Test, C 293	\$ 55
Flexural Test, CT 523	\$ 100
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 250
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 55
Petrographic Analysis, C 856	\$ 1,100
Splitting Tensile Strength, C 496	\$ 80

REINFORCING AND STRUCTURAL STEEL

Fireproofing Density Test, UBC 7-6	\$ 70
Hardness Test, Rockwell, A-370	\$ 80
High Strength Bolt, Nut & Washer Conformance, set, A-32	\$ 205
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 95
Pre-Stress Strand (7 wire), A 416	\$ 140
Chemical Analysis, A-36, A-615	\$ 120
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	
No. 8 Rebar	\$ 55
No. 11 Rebar	\$ 75
No. 18 Rebar	\$ 150
Structural Steel Tensile Test: Up to 200,000 lbs.	
(machining extra), A 370	\$ 105
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80
Tensile Test for Fiberwrap (ASTM D-3039)	\$ 675

ASPHALT CONCRETE

Asphalt Mix Design, Caltrans	\$ 2,200
Asphalt Mix Design Review, Job Spec	\$ 150
Extraction, % Asphalt, including Gradation, D 2172, CT 310	\$ 215
Film Stripping, CT 302	\$ 100
Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$ 195
Marshall Stability, Flow and Unit Weight, T-245	\$ 215
Maximum Theoretical Unit Weight, D 2041	\$ 120
Swell, CT 305	\$ 165
Unit Weight sample or core, D 2726, CT 308	\$ 90
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200
SuperPave, Gyration Unit Wt., T 312	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000

AGGREGATES

Absorption, Coarse, C 127	\$ 35
Absorption, Fine, C 128	\$ 35
Clay Lumps and Friable Particles, C 142	\$ 100
Cleanliness Value, CT 227	\$ 160
Crushed Particles, CT 205	\$ 140
Durability, Coarse, CT 229	\$ 165
Durability, Fine, CT 229	\$ 165
Los Angeles Abrasion, C 131 or C 535	\$ 180
Mortar making properties of fine aggregate, C 87	\$ 275
Organic Impurities, C 40	\$ 55
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 390
Sand Equivalent, CT 217	\$ 90
Sieve Analysis, Coarse Aggregate, C 136	\$ 125
Sieve Analysis, Fine Aggregate (including wash), C 136	\$ 125
Sodium Sulfate Soundness (per size fraction), C 88	\$ 160
Specific Gravity, Coarse, C 127	\$ 75
Specific Gravity, Fine, C 128	\$ 110

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



County of San Mateo

Contract Amendment Coversheet and Contract Amendment for <\$200K

CONTRACT SUMMARY

Contract No:	Contractor Name:	Amendment No:
84700-22-D017	Ninyo & Moore	TWO

THE AGREEMENT HAS CHANGED AS FOLLOWS:

Agreement Amount			
Original Amount:	\$52,398		
Amendment 1 Amount:	\$73,190		
Current Amount:	Addition or Reduction:	New Total:	
\$125,588	\$48,540	\$174,128	
Agreement Term			
Original Start Date:	4/1/2022	Original End Term:	6/30/2023
Amendment 1 Start Date:	No change	Amendment 1 End Date:	No change
Amendment 2 Start Date:	No change	Amendment 2 End Date:	No change

Paragraph Changes:

PARAGRAPH 3

EXHIBIT B

PAYMENTS

FEE SCHEDULE AND TERMS

**AMENDMENT TWO TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
NINYO & MOORE**

THIS AMENDMENT TO THE AGREEMENT, entered into this 23rd day of November 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Ninyo & Moore, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for the purpose of materials testing and special inspection services for the Navigation Center Project on April 21, 2022; and

WHEREAS, the amended the Agreement to increase the contract value by \$73,190 for a not to exceed amount of \$125,588; and

WHEREAS, the parties wish to amend the Agreement to increase the contract value by \$48,540 for a new not to exceed amount of \$174,128.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3, PAYMENTS, of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED TWENTY-EIGHT DOLLARS AND NO CENTS (\$174,128.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Delete **Exhibit B “Fee Schedule and Terms”** and **replace with the updated Exhibit B “Fee Schedule and Terms”** (rev. 11/16/2022) below.

Exhibit B (rev. 11/16/2022)

Contractor will perform the scope of services described in Exhibit A, on a time-and-materials basis in accordance with the attached Schedule of Fees (Exhibit C).

County shall process Contractor invoice upon receipt of approved invoice in the County’s Accounting Department. A written itemized monthly invoice identifying the Agreement number, location of work, specific work completed, and breakdown of charges must be provided along with any documentation verifying the work billed or hours billed are required along with the invoice.

Effective November 2022, when submitting invoices, Contractor is required to submit supporting documents along with approved invoices. Adequate supporting documents include, among others: deliverable documents, payroll registers, timesheets, detailed invoices, inspection certificates, activity/participant logs, applicant forms, acceptance letters, survey forms, authorized travel/expense forms, service acknowledgment forms, etc. The types of documents required to support/verify information on invoices depends on the specified contracted services and, if applicable, costs to be reimbursed.

Any additional work requested outside of the contract or authorized rates and scope of work can only be billed with proper written County approval, contractor’s proposal on the additional requested work, and all necessary backup documentation.


The approved total not-to-exceed amount shall be ONE HUNDRED ONE HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED TWENTY-EIGHT DOLLARS AND NO CENTS (\$174,128.00) over the term of this agreement.

All invoices are to be forwarded electronically to:
Jasmine Gao, Project Manager jgao@smcgov.org and pdu_invoices@smcgov.org or mailed directly to:

Project Development Unit
444 County Center, 2nd Floor
Redwood City, CA 94063

3. **All other terms and conditions of the agreement dated 4/21/2022, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

DS

Nov-28-2022 | 08:53 PST

PM REVIEWED

For Contractor: NINYO & MOORE

DocuSigned by:


20874B3B0F1C432...
Contractor Signature

Nov-28-2022 | 08:55 PST
Date

Mark Reeser
Contractor Name (please print)



For County:

DocuSigned by:

EE1B7F4B372C432...
Purchasing Agent Signature
County of San Mateo
(Department Head of Authorized Designee)

Nov-28-2022 | 15:58 PST
Date

Sam Lin
Purchasing Agent Name (please print)
County of San Mateo
(Department Head of Authorized Designee)



November 14, 2022
Project No.: 404268001

Ms. Jasmine Gao
County of San Mateo Project Development Unit
555 County Center, 2nd Floor
Redwood City, California 94063

Subject: Change Order Request No. 2 Rev1
for Geotechnical Observation, Special inspection and Materials Testing Services
for the Navigation Center Project
275 Blomquist Street
Redwood City, California 94063

Dear Ms. Gao:

As you know, we are providing geotechnical observation and testing services in accordance with our contract dated April 21, 2022, change order request No.1 dated August 16, 2022, plans and specifications, and as requested by the XI construction field engineer Matthew Kim. The fee for the requested additional services provided during the construction of the subject project and associated improvements will exceed the estimated amount presented in our proposal and change order No.1 . In preparing this change order request, we reviewed our accounting records and current projection of the construction schedule with Matthew Kim, the project field engineer from XL construction. This need for additional funds can be attributed to more unanticipated compaction work than the updated schedule that was provided to us. Additional field welding inspections are needed due to changes in construction details, no available welding schedule was provided during proposal preparation, and the concrete pours were divided into more days than we anticipated. The shop welding location and schedule were not provided during proposal preparation, and it was not determined if the shop inspection would be required at that time.

SERVICES REMAINING

An estimate of additional time and associated fees for geotechnical observation, special inspection, and material testing services has been developed based on time already accrued and our current understanding of the remaining work and construction schedule for the project. It is our understanding that the remaining special inspection and material testing services include post installed anchor inspection and testing, reinforced steel and structural concrete placement

inspection, structural steel welding inspection, and final affidavit for the remainder of the project. Based on the construction schedule provided by XI-construction on November 7, 2022, the project city inspection and sign-off date will be January 4, 2023.

CONTRACT SUMMARY

We estimate our fees to be approximately \$48,540 more than the approved budget. Therefore, this change order request is for **\$48,540 (Forty-Eight Thousand Five Hundred Fouty Dollars)**, as shown in the attached Table 1 - Change Order Request (Breakdown of Hours). The contract history for this project is as follows:

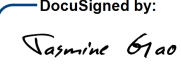
Contract History		
1	Approved Contract Amount	\$125,588
2	Change Order Request 2	\$48,540
New Contract Amount		\$174,128

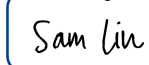
The estimate provided for this change order request is based upon a review of the original contract, our services provided to date, and our current understanding of the remaining work and projected construction schedule.

AUTHORIZATION TO PROCEED

To authorize our services, please send us a Change Order. We appreciate this opportunity to be of continuing service.

Respectfully submitted,
NINYO & MOORE

DocuSigned by:

 EB328906F8074D4...
 Jasmine Gao
 Nov-22-2022 | 14:05 PST

DocuSigned by:

 EE1B7F4B372C432...
 Sam Lin
 Nov-22-2022 | 15:10 PST


 Mingshen Chen
 Project Manager


 Mark Reeser
 Principal / Director of Construction
 Services

MGC/RMR/rk

Attachments: Table 1 - Breakdown of Estimated Fee
Schedule of Fees

Table 1 - Breakdown of Estimated Fee for CO2 for Geotechnical Observation, Special Inspection and Materials Testing Services

Geotechnical Observation and Testing					
Labor Title	Task Duty	Proposed	Forecast	Approved Hours	
Field Technician	Compaction Testing (Regular Time)	620	660	40 hours @ \$ 95.00 /hour	\$ 3,800.00
Nuclear Gauge Charge		620	660	40 hours @ \$ 13.00 /hour	\$ 520.00
Vehicle/Equipment		620	660	40 hours @ \$ 12.00 /hour	\$ 480.00
Subtotal					\$ 4,800.00
Special Inspection and Materials Testing					
Labor Title	Task Duty	Proposed	Forecast	Approved Hours	
Special Inspector	Structural Steel Welding Inspection in the Field	32	160	128 hours @ \$ 95.00 /hour	\$ 12,160.00
Special Inspector	Structural Steel Welding Inspection in the Shop		80	80 hours @ \$ 95.00 /hour	\$ 7,600.00
Special Inspector	Reinforcing Steel and Concrete Placement Inspection, Sampling and Testing Concrete	120	210	90 hours @ \$ 95.00 /hour	\$ 8,550.00
Special Inspector	Post-Installed Anchors and Wedge Anchor Placement Inspection and Load Tests	48	80	32 hours @ \$ 95.00 /hour	\$ 3,040.00
Compression Tests	5 Concrete Cylinders/ 150 Cubic Yards(4"x8" Cylinders)	50	175	125 tests @ \$ 30.00 /test	\$ 3,750.00
Vehicle/Equipment		200	530	330 hours @ \$ 12.00 /hour	\$ 3,960.00
Subtotal					\$ 39,060.00
Project Management					
Project Assistant	Data Compilation & Distribution	20	32	12 hours @ \$ 80.00 /hour	\$ 960.00
Project Manager	Meetings, Submittal Review, Project Coordination and Progress Report Preparation	44	60	16 hours @ \$140.00 /hour	\$ 2,240.00
Principal Engineer	Project Oversight, Consultation, and Final Report Preparation	12	20	8 hours @ \$185.00 /hour	\$ 1,480.00
Subtotal					\$ 4,680.00
TOTAL ESTIMATED FEE					\$ 48,540.00

Schedule of Fees

Hourly Charges for Personnel

Principal Engineer/Geologist/Environmental Scientist.....	\$ 185
Senior Engineer/Geologist/Environmental Scientist.....	\$ 165
Senior Project Engineer/Geologist/Environmental Scientist.....	\$ 150
Project Engineer/Geologist/Environmental Scientist.....	\$ 140
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 125
Staff Engineer/Geologist/Environmental Scientist.....	\$ 115
GIS Analyst.....	\$ 110
Field Operations Manager.....	\$ 125
Supervisory Technician.....	\$ 110
Nondestructive Examination Technician, UT, MT, LP.....	\$ 110
Field/Laboratory Technician.....	\$ 95
Special Inspector (Asphalt, Concrete, Masonry, Steel, Welding, and Fireproofing).....	\$ 95
Technical Illustrator/CAD Operator.....	\$ 85
Information Specialist.....	\$ 85
Geotechnical/Environmental Assistant.....	\$ 80
Data Processing, Technical Editing, or Reproduction.....	\$ 70

Other Charges

Expert Witness Testimony.....	\$ 400 /hr
Concrete Coring Equipment (includes one technician).....	\$ 160 /hr
PID/FID Usage.....	\$ 130 /day
Anchor load test equipment (includes technician).....	\$ 105 /hr
Hand Auger Equipment.....	\$ 65 /day
Inclinometer Usage.....	\$ 40 /hr
Vapor Emission Kits.....	\$ 40 /kit
Level D Personal Protective Equipment (per person per day).....	\$ 30 /p/d
Rebar Locator (Pachometer).....	\$ 30 /hr
Nuclear Density Gauge Usage.....	\$ 13 /hr
Field Vehicle Usage.....	\$ 12 /hr
Direct Project Expenses.....	Cost plus 15 %
Laboratory testing, geophysical equipment and other special equipment provided upon request.	

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

Laboratory Test, Test Designation, and Price Per Test

SOILS

Atterberg Limits, D 4318, CT 204	\$ 180
California Bearing Ratio (CBR), D 1883	\$ 440
Chloride and Sulfate Content, CT 417 & CT 422	\$ 135
Consolidation, D 2435, CT 219	\$ 275
Consolidation – Time Rate, D 2435, CT 219	\$ 70
Direct Shear – Remolded, D 3080	\$ 290
Direct Shear – Undisturbed, D 3080	\$ 250
Durability Index, CT 229	\$ 150
Expansion Index, D 4829, UBC 18-2	\$ 240
Expansion Potential (Method A), D 4546	\$ 180
Expansive Pressure (Method C), D 4546	\$ 180
Geofabric Tensile and Elongation Test, D 4632	\$ 165
Hydraulic Conductivity, D 5084	\$ 300
Hydrometer Analysis, D 422, CT 203	\$ 190
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 110
Moisture Only, D 2216, CT 226	\$ 30
Moisture and Density, D 2937	\$ 50
Permeability, CH, D 2434, CT 220	\$ 290
pH and Resistivity, CT 643	\$ 160
Proctor Density D 1557, D 698, CT 216, &	\$ 260
AASHTO T-180 (Rock corrections add \$80)	
R-value, D 2844, CT 301	\$ 425
Sand Equivalent, D 2419, CT 217	\$ 110
Sieve Analysis, D 422, CT 202	\$ 110
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 90
Specific Gravity, D 854	\$ 200
Triaxial Shear, C.D, D 4767, T 297	\$ 390
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt. \$	330
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt. \$	190
Triaxial Shear, U.U., D 2850	\$ 140
Unconfined Compression, D 2166, T 208	\$ 100
Wax Density, D 1188	\$ 90

ROOFING

Built-up Roofing, cut-out samples, D 2829	\$ 165
Roofing Materials Analysis, D 2829	\$ 500
Roofing Tile Absorption, (set of 5), UBC 15-5	\$ 190
Roofing Tile Strength Test, (set of 5), UBC 15-5	\$ 190

MASONRY

Brick Absorption, 24-hour submersion, C 67	\$ 45
Brick Absorption, 5-hour boiling, C 67	\$ 55
Brick Absorption, 7-day, C 67	\$ 60
Brick Compression Test, C 67	\$ 45
Brick Efflorescence, C 67	\$ 45
Brick Modulus of Rupture, C 67	\$ 40
Brick Moisture as received, C 67	\$ 35
Brick Saturation Coefficient, C 67	\$ 50
Concrete Block Compression Test, 8x8x16, C 140	\$ 60
Concrete Block Conformance Package, C 90	\$ 1100
Concrete Block Linear Shrinkage, C 426	\$ 120
Concrete Block Unit Weight and Absorption, C 140	\$ 55
Cores, Compression or Shear Bond, CA Code	\$ 85
Masonry Grout, 3x3x6 prism compression, UBC 21-18	\$ 30
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	\$ 30
Masonry Prism, half size, compression, UBC 21-17	\$ 180

CONCRETE

Cement Analysis Chemical and Physical, C 109	\$ 1,650
Compression Tests, 6x12 Cylinder, C 39	\$ 30
Concrete Mix Design Review, Job Spec	\$ 140
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 750
Concrete Cores, Compression (excludes sampling), C 42	\$ 55
Drying Shrinkage, C 157	\$ 250
Flexural Test, C 78	\$ 100
Flexural Test, C 293	\$ 55
Flexural Test, CT 523	\$ 100
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 250
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 55
Petrographic Analysis, C 856	\$ 1,100
Splitting Tensile Strength, C 496	\$ 80

REINFORCING AND STRUCTURAL STEEL

Fireproofing Density Test, UBC 7-6	\$ 70
Hardness Test, Rockwell, A-370	\$ 80
High Strength Bolt, Nut & Washer Conformance, set, A-32	\$ 205
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 95
Pre-Stress Strand (7 wire), A 416	\$ 140
Chemical Analysis, A-36, A-615	\$ 120
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	
No. 8 Rebar	\$ 55
No. 11 Rebar	\$ 75
No. 18 Rebar	\$ 150
Structural Steel Tensile Test: Up to 200,000 lbs.	
(machining extra), A 370	\$ 105
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80
Tensile Test for Fiberwrap (ASTM D-3039)	\$ 675

ASPHALT CONCRETE

Asphalt Mix Design, Caltrans	\$ 2,200
Asphalt Mix Design Review, Job Spec	\$ 150
Extraction, % Asphalt, including Gradation, D 2172, CT 310	\$ 215
Film Stripping, CT 302	\$ 100
Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$ 195
Marshall Stability, Flow and Unit Weight, T-245	\$ 215
Maximum Theoretical Unit Weight, D 2041	\$ 120
Swell, CT 305	\$ 165
Unit Weight sample or core, D 2726, CT 308	\$ 90
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200
SuperPave, Gyration Unit Wt., T 312	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000

AGGREGATES

Absorption, Coarse, C 127	\$ 35
Absorption, Fine, C 128	\$ 35
Clay Lumps and Friable Particles, C 142	\$ 100
Cleanness Value, CT 227	\$ 160
Crushed Particles, CT 205	\$ 140
Durability, Coarse, CT 229	\$ 165
Durability, Fine, CT 229	\$ 165
Los Angeles Abrasion, C 131 or C 535	\$ 180
Mortar making properties of fine aggregate, C 87	\$ 275
Organic Impurities, C 40	\$ 55
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 390
Sand Equivalent, CT 217	\$ 90
Sieve Analysis, Coarse Aggregate, C 136	\$ 125
Sieve Analysis, Fine Aggregate (including wash), C 136	\$ 125
Sodium Sulfate Soundness (per size fraction), C 88	\$ 160
Specific Gravity, Coarse, C 127	\$ 75
Specific Gravity, Fine, C 128	\$ 110

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.