

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CONSOLIDATED ENGINEERING LABORATORIES

This Agreement is entered into this ____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and CONSOLIDATED ENGINEERING LABORATORIES, 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 Special Inspection and Material Testing Services for General Facilities.

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

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—Professional Costs
- Attachment I—§ 504 Compliance

1. 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.

2. 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 three hundred thousand dollars \$300,000. 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.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 15, 2021, through September 14, 2024.

4. Termination

This Agreement may be terminated by Contractor or by the Director of Public Works 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.

5. 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.

6. 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.

7. 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.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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.

8. 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.

9. 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:

i. Comprehensive General Liability...	\$1,000,000
ii. Motor Vehicle Liability Insurance...	\$1,000,000
iii. 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.

10. 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.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

11. 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.

12. 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 if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13. 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.

14. 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.

15. 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.

16. 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/Title: Ann M. Stillman, Interim Director of Public Works
Address: 555 County Center, 5th Floor
Redwood City, CA 94063
Telephone: 650-599-1497
Facsimile: 650-361-8221
Email: astillman@smcgov.org

In the case of Contractor, to:

Name/Title: Robert W. Morse
Senior Vice President
Address: 2001 Crow Canyon Road, Suite 200
San Ramon, CA 94583
Telephone: 925-314-7100
Email: rmorse@ce-labs.com

17. **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.

18. **Payment of Permits/Licenses**

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.

* * *

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:

R. Morse
Contractor Signature

8/4/2021
Date

Rob Morse
Contractor Name (please print)

For County

President of the Board of Supervisors
County of San Mateo

Date

(please print)

President of the Board of Supervisors

County of San Mateo

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Contractor will provide on-call special inspection and material testing services, as described in the Request for Proposals dated May 25, 2021, including:

1. As needed major Geotechnical Inspection and material testing services.

- a. Perform a laboratory material acceptance standard test, which includes a gradation test, compaction curve, R-Value test, sand equivalent test, and durability index test.
- b. Perform field observation/field density compaction testing services (nuclear gauge) and material testing services as requested, and on an intermittent basis in compliance with the project plans and specifications.
- c. Document test data and observations through daily and end-of-job summary reports. Daily reports shall be submitted to the County on a daily basis. Daily reports should describe the activities performed at the time of field services, and the locations and results of the nuclear field density tests and other material testing performed. All report writing and office supervision expenses will also be included in the hourly rate.

2. As needed other Special Inspection and material testing services.

- a. Perform other as needed special inspection and material testing services such as asphalt concrete pavement inspection, steel and Portland cement concrete inspection, welding inspection, pile driving inspections (Caltrans), Caltrans-certified testers/samplers and other as needed type of special inspection and material testing services.
- b. Perform sampling of cast concrete cylindrical specimens and test for concrete compressive strength; and shotcrete production core sampling and testing per ASTM Standards.
- c. Welding inspections by a Certified Welding Inspector (CWI) certified by the American Welding Society (AWS), and Non-Destructive Testing (NDT) Ultrasound Testing and Magnetic Particle Testing (UT-MT) by an American Society for Nondestructive Testing (ASNT) Level II Inspector.
- d. Structural Steel Bolting per American Institute of Steel Construction (AISC) Standards.
- e. Document test data and observations through daily and end-of-job summary reports. Daily reports shall be submitted to the County on a daily basis. Daily reports should describe the activities performed at the time of field services. All report writing and office supervision expenses will also be included in the hourly rate.

Task Orders

When a project need is identified, County will request a proposal for such project need from the Contractor. The Contractor will propose a detailed scope of services, a not-to-exceed fee, and a schedule for completing the proposed task. Once the scope of services, the not-to-exceed fee, and schedule is agreed upon by the County and the Contractor, the County will issue a task order authorizing the Contractor to begin work on the approved scope of work, Contractor agrees to perform all work as set forth in each task.

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: of the individual approved task orders under this on call agreement, County shall pay Contractor upon agreed payment processing per mutually agreed upon schedule of values.

Additional costs for services deemed necessary by the County for the completion of each task order shall be authorized in writing prior to proceeding with work. Billing rates for services provided under this Agreement shall be based upon the Contractor's fee schedule and referenced as part of this Agreement as **Exhibit C**. The County reserves the right to withhold payment if the quality or quantity of the work performed is unacceptable. The County will advise Contractor of unacceptable work performance,

Submit invoices to:

Department of Public Works
Attn: Accounting Services
555 County Center 5th Floor
Redwood City, CA 94063

Prevailing Wage Requirement:

When applicable, both Contractor and Subcontractor 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, 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 on or 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.

Exhibit C

PRICE PROPOSAL FOR COUNTY OF SAN MATEO
**ON-CALL SPECIAL INSPECTIONS AND MATERIAL
TESTING SERVICES NO. 2021-001**

June 23, 2021



**CONSOLIDATED ENGINEERING
LABORATORIES**

SUBMITTED BY:

**QUALITY ASSURANCE ENGINEERING, INC., dba
CONSOLIDATED ENGINEERING LABORATORIES**

2001 Crow Canyon Road, Suite 200
San Ramon, CA 94583

Mr. Martin Meier | Senior Project Manager
p: 925.314.7148

mmeier@ce-labs.com

Mr. Robert W. Morse | Senior Vice President
p: 925.314.7146

rmorse@ce-labs.com

SUBMITTED TO:

COUNTY OF SAN MATEO

Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063

Mr. Gregory Johnson
gjohnson@smcgov.org

**COUNTY OF SAN MATEO FEE SCHEDULE
CONSTRUCTION INSPECTION AND MATERIALS TESTING**

Effective June 30, 2021 through June 30, 2024

ENGINEERING SERVICES	UNIT RATE	UNIT
Principal/Principal Engineer	\$ 195.00	hour
Geotechnical Engineer	\$ 195.00	hour
Senior Engineer	\$ 190.00	hour
Project Engineer/Geologist	\$ 155.00	hour
Staff Engineer	\$ 150.00	hour
Assistant Engineer	\$ 130.00	hour
Field Supervisor	\$ 130.00	hour
INSPECTION SERVICES	UNIT RATE	UNIT
ICC/AWS Inspector with NDT Equipment	\$ 99.00	hour
ICC/AWS Inspector (Visual Only)	\$ 99.00	hour
ICC Certified Inspector	\$ 99.00	hour
Proofload Testing/Anchor Installation Inspector	\$ 99.00	hour
Mechanical Inspector	\$ 110.00	hour
Electrical Inspector	\$ 110.00	hour
Plumbing Inspector	\$ 110.00	hour
OSHPD IFC Premier Certified Firestop Inspector	\$ 105.00	hour
DSA Masonry/Shotcrete Inspector	\$ 105.00	hour
Waterproofing Technician	\$ 105.00	hour
Soils Inspector with Nuclear Gauge (Portal-to-Portal Charges Apply)	\$ 99.00	hour
SPECIALIZED SERVICES	UNIT RATE	UNIT
Pachometer	\$ 98.00	hour
In-Place Brick Shear Tests (Masonry) - Two-Person Crew (4-hour minimum)	\$ 225.00	hour
Ground Penetrating Radar (GPR)		
- One Man Crew	\$ 240.00	hour
- Two Man Crew	\$ 350.00	hour
Floor Flatness Testing:		
- Surveying/Inspection	\$ 170.00	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	\$ 200.00	hour
Helper (add per hour)	\$ 95.00	hour
Diamond Drill Bit Charges, per inch to 5"	\$ 8.00	inch
Diamond Drill Bit Charges, per inch 6" and over	Quotation on Request	
CONCRETE	UNIT RATE*	UNIT
Concrete Mix Design Review	\$ 250.00	each
Trial Batches, Prepared in Laboratory C192	\$ 1,400.00	each
Length Change of Concrete (Shrinkage), set of 3, ASTM C157, CT 530	\$ 425.00	each
Compression, 6X12 Cylinders, ASTM C 39, CT 521	\$ 39.00	each
Compression 4x8 Cylinders ASTM C 39	\$ 30.00	each

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

Compression, Core (including end preparation), ASTM C 42	\$	90.00	each
Compression, 3X6 Cylinders Lightweight Insulating Concrete, ASTM C 495	\$	39.00	each
Grout Compression, 2X2 Cubes, each age, ASTM C 109	\$	39.00	each
Epoxy Grout 2x2 Cube Compression ASTM C 579	\$	70.00	each
Cylinders, Stored 60 days (hold cylinders)	\$	40.00	each
Splitting Tensile Strength, 6X12 Cylinders, ASTM C 496	\$	95.00	each
Unit Weight of Concrete Cylinders, ASTM C 567	\$	95.00	each
Unit Weight of Lightweight Insulating Concrete, ASTM C 495	\$	95.00	each
Compression Test of Lightweight Insulating Concrete, ASTM C 495	\$	65.00	each
Flexural Strength of Concrete, ASTM C 78	\$	295.00	each
Shotcrete Pre-Production Panel Evaluation, Up to 12" Thick	\$	800.00	each
Shotcrete Pre-Production Panel Evaluation, 12" to 24" Thick	\$	900.00	each
Shotcrete Panel Core Compression Test, ASTM C 42	\$	95.00	each
Chloride Ion Content, AASHTO T260	\$	160.00	each

SOIL MECHANICS	UNIT RATE*	UNIT
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Moisture/Density Curve			
Standard Proctor ASTM D 698	\$	295.00	each
Modified Proctor ASTM D 1557	\$	295.00	each
Checkpoint (ASTM or Caltrans)	\$	200.00	each
California Impact, CT 216	\$	250.00	each
Rock Correction for Oversize Material, ASTM D4718/CT216	\$	125.00	each

Sieve Analysis

Bulk Sample Gradation, ASTM C 136/C117/CT202	\$	150.00	each
Material Finer than #200 Sieve, ASTM C 117	\$	95.00	each

Soil Mechanics

"R" Value, ASTM D 2844/CT 301	\$	350.00	each
Sand Equivalent, ASTM D 2419/CT 217	\$	90.00	each
Liquid Limit, Plastic Limit, & P.I. Atterberg Limits ASTM D4318	\$	225.00	each
California Bearing Ratio, 1 pt. (ASTM D1883)	\$	275.00	each
California Bearing Ratio, 3 pt. (ASTM D1883)	\$	755.00	each
California Bearing Ratio, 3 pt. (ASTM D1883) w/ 96 hour soak	\$	860.00	each
Moisture-Density Sample Tubes ASTM D2937	\$	75.00	each

AGGREGATES	UNIT RATE*	UNIT
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Sieve Analysis, Bulk Sample Gradation (Coarse & Fine), ASTM C136/C117/CT202	\$	125.00	each
Sieve Analysis, Material Finer than #200 Sieve, ASTM C 117/CT202	\$	95.00	each
Sieve Analysis, Coarse Agg (3" to #4), ASTM C136/CT202	\$	75.00	each
Sieve Analysis, Fine Agg (#4 to #200), ASTM C136/CT202	\$	75.00	each
Specific Gravity (Coarse), ASTM C 127/CT 206	\$	75.00	each
Specific Gravity (Fine), ASTM C 128/CT 207	\$	75.00	each
Absorption, Coarse Agg or Fine Agg , ASTM C 127/ASTM C 128	\$	95.00	each
Uncompacted Void Content of Fine Aggregate CT234	\$	160.00	each
Organic Impurities in Concrete Sand, ASTM C 40/ CT213	\$	150.00	each
L.A. Rattler, ASTM C 131 or C535/CT 211 (500 rev)	\$	295.00	each
Clay Lumps & Friable Particles ASTM C142	\$	160.00	each
Fractured Particles in Coarse Agg ASTM D5821	\$	175.00	each
Lightweight Particles in Aggregate ASTM C123	\$	140.00	each
Staining of Lightweight Aggregate ASTM C641	\$	265.00	each

Sulfate Soundness (per sieve size), ASTM C 88	\$	195.00	each
Unit Weight of Aggregates, ASTM C 29	\$	150.00	each
Flat and Elongated Particles in Coarse Aggregate, ASTM D4791	\$	190.00	each
% Crushed Particles, CT 205	\$	110.00	each
Cleanness Value, CT 227	\$	110.00	each
Sand Equivalent, ASTM D 2419/CT 217	\$	135.00	each
Durability Index (Coarse or Fine Agg) ASTM D 3744/CT 229	\$	110.00	each
Moisture Content of Aggregate ASTM C566	\$	25.00	each
Potential Alkali Reactivity of Aggregates ASTM C1260	\$	1,000.00	each
C33 Coarse Aggregate Qualification Testing (ASTM C33)	\$	3,150.00	each
C33 Fine Aggregate Qualification Testing (ASTM C33)	\$	2,835.00	each

HOT MIX ASPHALT (HMA)	UNIT RATE*	UNIT
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Bulk Sp. Gravity of Compacted HMA (Plant Mix) ASTM D2726/ CT 304, CT308	\$	100.00	each
Bulk Sp. Gravity of Compacted HMA (Lab Mix) ASTM D2726/ CT 304, CT308	\$	110.00	each
Theoretical Max Spec. Gravity (Rice Density) ASTM D2041/ CT 309	\$	175.00	each
Stabilometer Value including Compaction, ASTM D1560/ CT 366, per point	\$	180.00	each
Asphalt Content (Ignition Oven Method) ASTM D 6307/ CT382	\$	175.00	each
Ignition Oven Calibration Factor ASTM D6307/ CT382	\$	285.00	each
Asphalt Content (Solvent Extraction Method) ASTM D2172	\$	370.00	each
Sieve Analysis of Extracted Aggregate, ASTM D5444/CT 202	\$	190.00	each
Caltrans Complete HMA Tests (Rice or BSG, S-Value, Ignition, Extracted Gradation)	\$	1,000.00	each
Marshall Compaction (Lab Mix), set of 3, ASTM D 6926	\$	420.00	each
Marshall Compaction (Plant Mix), set of 3, ASTM D 6926	\$	315.00	each
Marshall Flow and Stability, per point, ASTM D 6926	\$	90.00	each
Effect of Moisture on AC (Tensile Strength Ratio) ASTM D4867/ CT 371	\$	1,890.00	each
Swell of Bituminous Mixtures, CT 304/305	\$	235.00	each

ASPHALTIC CEMENT	UNIT RATE*	UNIT
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Penetration of Bituminous Materials at 77°F, ASTM D5/AASHTO T49	\$	98.00	each
Penetration of Bituminous Materials at 32°F to 158°F, ASTM D 5/AASHTO T49	\$	150.00	each
Kinematic Viscosity of Asphalt, ASTM D 2170/AASHTO T201	\$	225.00	each
Absolute Viscosity of Asphalt, ASTM D2170/AASHTO T201	\$	225.00	each
Viscosity (Asphalt Institute Method)	\$	240.00	each
Rolling Thin Film Test, ASTM 2872/Cal 346/AASHTO T240	\$	230.00	each
Residue by Evaporation, ASTM D244/AASHTO T59	\$	275.00	each
Extraction and Recovery, ASTM D2172/ASTM D 1856	\$	975.00	each

MASONRY	UNIT RATE*	UNIT
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Concrete Blocks			
Compression, Gross Area, ASTM C 140	\$	75.00	each
Compression, Gross Area, Unusual Shape, ASTM C 67	\$	110.00	each
Compression, Net Area, ASTM C 140	\$	85.00	each
Absorption and Moisture, ASTM C 140	\$	120.00	each
Linear Shrinkage ASTM C 426	\$	200.00	each
Dimensional Measurement of Masonry Units ASTM C 140	\$	70.00	each
Bricks			
Absorption, with saturation Coefficient, ASTM C 67	\$	75.00	each
Compression, ASTM C 67	\$	85.00	each
Modulus of Rupture, ASTM C 67	\$	40.00	each

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

Grout

Compression, Grout Prisms, ASTM C 1019	\$	42.00	each
Compression, Mortar Cylinders, ASTM C 780	\$	42.00	each
Compression, Composite Prisms, ASTM C 1314	\$	150.00	each
Compression, Masonry Core, ASTM C 140	\$	75.00	each
Shear, Masonry Core, CCR Title 24	\$	75.00	each

REINFORCING STEEL - ASTM A 615/A706 UNIT RATE* UNIT

Tensile Strength and Bend Test			
Samples, Size #3 - #10	\$	95.00	each
Samples, Size #11	\$	140.00	each
Samples, Size #14	\$	350.00	each
Samples, Size #18 (Full Section)	\$	550.00	each

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)	\$	100.00	each
Breaking Strength Only	\$	75.00	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	\$	250.00	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	each
Magnetic Particle Level III (ASNT)	\$	135.00	hour
Magnetic Particle Level II (ASNT)	\$	130.00	hour
Ultrasonic Level III (ASNT)	\$	135.00	hour
Ultrasonic Level II (ASNT)	\$	130.00	hour

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

Dye Penetrant Level III (ASNT)	\$	135.00	hour
Dye Penetrant Level II (ASNT)	\$	130.00	hour
ROOFING		UNIT RATE*	UNIT
Ply Count and Asphalt by Difference, ASTM D 2829	\$	200.00	each
Weight Analysis, ASTM D 2829	\$	95.00	each
FIREPROOFING		UNIT RATE*	UNIT
Density of Sprayed on Fireproofing, ASTM E 605/UBC 43-8	\$	125.00	each
Cohesion/Adhesion, ASTM E 736	\$	195.00	each
FIRE/LIFE SAFETY SYSTEMS		UNIT RATE*	UNIT
Fire/Life Safety Systems Inspection	\$	225.00	hour
Mechanical Engineer	\$	275.00	hour
Staff Engineer	\$	225.00	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	\$	125.00	each
Pullout Testing of Anchors, per P.C.I. Recommended Practice	\$	150.00	each
Fiberwrap Testing (ASTM D3039)	\$	725.00	set
SPECIALTY GEOTECHNICAL TESTING		UNIT RATE	UNIT
Sieve Analysis, Minus #200 by Wash ASTM D1140	\$	85.00	each
Consolidation (ASTM D2435, D4546)	\$	190.00	each
Time-Consolidation (ASTM D2435)	\$	85.00	each
Collapse/Swell (ASTM D4546)	\$	100.00	each
Unconfined Compressive Strength (ASTM D2166)	\$	115.00	each
Direct Shear (3 pt.)	\$	1,050.00	each
California Bearing Ratio, 1 pt. (ASTM D1883)	\$	265.00	each
California Bearing Ratio, 3 pt. (ASTM D1883)	\$	630.00	each
Water Soluble Sulfate	\$	60.00	each
pH (ASTM D4972)	\$	80.00	each
Lab Resistivity	\$	100.00	each
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

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

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
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The proposed unit rates will be in effect through June 30, 2024. Thereafter, the unit rates are subject to an annual increase of four and one-half percent (4.5%) per year to mitigate the annual operating cost increases.

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 2 Hours		2-Hour Minimum Billing
Work from 2 to 4 Hours		4-Hour Minimum Billing
Work from 4 to 6 Hours		6-Hour Minimum Billing
Work from 6 to 8 Hours		8-Hour Minimum Billing
Show-Up Time		2-Hour Minimum Billing
Same-Day Service Call Requests	\$ 200.00	each
Sample Pick-Up	\$ 75.00	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
Technician with Nuclear Gauge		Portal-to-Portal
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		10% of Fees
Credit Card Payment of Fees		2.5% Premium
Certified Payroll Processing		\$125.00 per invoice
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

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

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Kristi Macdonald

Name of Contractor(s): Consolidated Engineering Laboratories

Street Address or P.O. Box: 2001 Crow Canyon Rd., Ste. 200

City, State, Zip Code: San Ramon, CA 94583

I certify that the above information is complete and correct to the best of my knowledge

Signature: Charlie Price

Title of Authorized Official: President

Date: 08/03/2021

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."