

Agreement No. 84700-18-R075496E

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CONSOLIDATED  
ENGINEERING LABORATORIES (CEL).**

This Agreement is entered into this 17<sup>th</sup> day of October, 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Consolidated Engineering Laboratories, (CEL) 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 Project Inspection Services.

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 – Contractor Personnel  
Exhibit D—Contractor's Proposal  
Exhibit E--RFP  
Attachment IP – Intellectual Property

**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 SIX HUNDRED THOUSAND DOLLARS (\$600,000). 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.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 17, 2017, through October 16, 2020.

**5. Termination**

This Agreement may be terminated by Contractor or by the Director of Project Development Unit 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.

**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.

**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.

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.

**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 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.

**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/Title: Deborah Bazan, Director  
Address: 1402 Maple Street, Redwood City, CA 94063  
Telephone: (650) 599-9063  
Email: [dbazan@smcgov.org](mailto:dbazan@smcgov.org)

In the case of Contractor, to:

Name/Title: Virgil Garner, Project Manager  
Address: 2001 Crow Canyon Road, Suite 100, San Ramon, CA 94583  
Telephone: (925) 314-7100  
Cell: (707) 292-0878



Fax: (888) 222-7132  
Email: vgarner@ce-labs.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.

\* \* \*

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

For Contractor: Consolidated Engineering Laboratories (CEL)


  
\_\_\_\_\_  
Contractor Signature

11/10/17  
\_\_\_\_\_  
Date

Consolidated Engineering Laboratories  
Contractor Name (please print)

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For County:

  
\_\_\_\_\_  
Purchasing Agent Signature  
(Department Head or  
Authorized Designee)  
County of San Mateo

12/5/17  
\_\_\_\_\_  
Date

Mike Callagy  
\_\_\_\_\_  
Purchasing Agent Name (please print)  
(Department Head or Authorized Designee)  
County of San Mateo

Assistant County Manager  
\_\_\_\_\_  
Purchasing Agent or Authorized Designee  
Job Title (please print)  
County of San Mateo

### Exhibit A

I. Description of Services to be Performed by the Contractor

In consideration of the payments set forth in Exhibit B, Contractor shall provide the professional inspection services as indicated in Exhibit E—RFP Section II SCOPE OF WORK.

II. Amount and Method of Payment

Contractor shall be entitled to payments in consideration for work performed per above, and based on those professional fees set forth in Exhibit B. Separate and individual "not-to-exceed" cost proposals may be requested from Contractor during the term of the Agreement. If found acceptable by the Department as to scope, cost and delivery schedule, Work Orders will be issued, as needed and at the Department's sole discretion, for each individual project. Invoice(s) may be submitted by Contractor according to progress achieved and recognized by the Department, for payment by the County thirty working days from date of receipt, absent errors and/or corrections as may be found upon review of invoice(s).

III. Notice to Proceed

Upon acceptance of individual cost proposal(s) Contractor shall commence work upon receipt of a Work Order Authorization – Notice to Proceed issued by County, establishing Not-to-Exceed cost, work duration and/or completion date.

IV. Expenses

Reasonable and necessary expenses related to the services performed and actually incurred shall be reimbursed at cost upon submission of an expense report and backup documentation.

V. Changes in Work

The Director of Project Development Unit or his/her designated representative may order changes, in writing, to the scope or character of work which are mutually acceptable, either decreasing or increasing the amount and duration of individual Work Orders. However, the aggregate dollar amount of Work Orders issued during the term of the Agreement may not exceed the total value of the Agreement without express consent of the County's Board of Supervisors.

### 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:

### *Proposal Fee and Rates - Dabri, Inc.*

<u>Name</u>	<u>Hourly Billing Rate</u>
Eric English, CQM, ICC, CWI, ACI, EIT	\$140.00
Fnu Khalid, CQM	\$110.50
Ramana Korni, P.E., OSHA	\$150.00
Ben Smith, PE, ICC, HAZWOPER	\$150.00
Azita Hajihassani, CWI/Mechanical Inspector	\$150.00
Ahmed Lame	\$170.00
Ajay Singh, PMP, CQM, QSP, LEED AP – Project Manager/LEED/Green Building Consultant	\$223.36
Senior Document Controls	\$117.25
Document Controls/Admin Support	\$95.00

QC/Inspection Services  
Services over 4 hour

Four (4) Hours  
Eight (8) Hours

**Premium Charges added to Inspection Services Basic Rate:**

Weekdays (non-holidays)

Basic Rate

Swing/Night Shift

1.35 x Basic Rate

Over 8 Hours & Saturdays

1.50 x Basic Rate

Yearly Escalation of 4% starting July 1st of each year

Add 4% +Basic rate

**Expenses:**

Auto Mileage

\$0.75/mile

Park

\$35.00/Day

Travel Time

Base/OT Rate

Minimum charge/report

\$500.00

Project Management Services

10% of direct cost

### **Exhibit C**

The Contractor shall provide the county with resumes of the key staff members to be assigned to said project in advance of commencing any professional services. Once the county approves the key staff to be assigned to the project, any substitutions or additions shall be subject to written approval by the county. The county reserves the right to reject any personnel the Contractor proposes for use on the project.

Contractor represents that it is qualified to furnish the services described under this Agreement. Contractor further declares that one or more members or employees of its firm and that of its sub-contractors, if so required by the State, if any, are licensed by the State of California to perform their services and that these services will be performed by them or under their direct supervision. Contractor shall furnish to county for approval, upon execution of this agreement, a list of all firms or corporations to be employed as sub-contractors.

Nothing in this Agreement abrogates the professional responsibilities of the Contractor and/or sub-contractors with respect to design defects, errors, omissions, or malpractice.

**AMENDMENT ONE TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CONSOLIDATED ENGINEERING LABORATORIES**

THIS AMENDMENT TO THE AGREEMENT, entered into this 9th day of July, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Consolidated Engineering Laboratories, hereinafter called "Contractor", (collectively the "Parties");

**WITNESSETH:**

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

WHEREAS, on October 17, 2017 the Parties entered into an Agreement for On Call Professional Services to provide professional environmental consulting services;

WHEREAS, the Parties wish to amend the Agreement to modify the term of the agreement;

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

1. Section 3 Sentence 3, Payments, of the Agreement dated October 17, 2017 is hereby deleted in its entirety and replaced with:


In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000).

**All other terms and conditions of the agreement dated October 17, 2017, between the County and Contractor shall remain in full force and effect.**




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

**For Contractor:**

DocuSigned by:  Contractor Signature	6/25/2019 Date	Gary Cappa Name/Title	President
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**For County:**

DocuSigned by:  Adam Ely Interim Director Project Development Unit County of San Mateo	5/21/2020 Date
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**AMENDMENT TWO TO THE AGREEMENT BETWEEN THE COUNTY OF SAN  
MATEO AND CONSOLIDATED ENGINEERING LABORATORIES**

THIS AMENDMENT TO THE AGREEMENT, entered into this 29th day of September 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Consolidated Engineering Laboratories, hereinafter called "Contractor", (collectively the "Parties");

**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 services to or for County or any Department thereof;

WHEREAS, on October 17, 2017 the Parties entered into an Agreement for On Call Professional Services to provide inspector of record services;

WHEREAS, the Parties wish to amend the Agreement to modify the term of the agreement;

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


1. Section 4 "Term", of the Agreement dated October 17, 2017 is hereby deleted in its entirety and replaced with:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 17, 2017 through October 16, 2022.

**All other terms and conditions of the agreement dated October 17, 2017, 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:

For Contractor: Consolidated Engineering Laboratories

DocuSigned by: 	8/12/2020	Rob Morse	Senior Vice President
<small>7C2D38741D48E439</small> Contractor Signature	Date	Name/Title	

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COUNTY OF SAN MATEO

By:  Resolution No. 077744(d)  
President, Board of Supervisors, San Mateo County

Date: September 29, 2020

ATTEST:

  
By:  
Clerk of Said Board

## County of San Mateo ~ 3-Yr Waiver Request to Contract Compliance Committee

This request is for a ☐ New contract ☒ Amendment

FROM: Angie Hyde	DATE: <b>3/8/2021</b>
DEPARTMENT: PDU	Contractor Number: R075496E
Contractor Name: <b>Consolidated Engineering Laboratories</b>	<b>Amendment Number: 002</b>

What was selection process for the original purchase?

☐ 3 written quotes    ☒ RFP    ☐ Non-competitive    ☐ Other (explain below)

Original Contract Start Date <b>10/17/2017</b>	Original Contract End Date <b>10/16/2020</b>	New End Date with Amendment <b>10/16/2022</b>
Amendment Number 002	Original Contract Value \$600,000	New Contract Value w Amendment <b>\$1,400,000</b>

*Explain the funding source below for full term of the contract. Include this amendment if applicable.*

### Project Budgets

Why is it in the County's best interest to execute this contract for over three years?

<input checked="" type="checkbox"/> Project will not be completed within three years	<input type="checkbox"/> It is a grant, co-operative purchase, or agreement with another public agency
<input type="checkbox"/> Temporary amendment pending new contract	<input type="checkbox"/> Better price with longer contract term
<input type="checkbox"/> Will become part of County infrastructure	<input type="checkbox"/> Other

*Explain in more detail below why a contract longer than 3 years is in the County's best interest. If this is an amendment, explain how it was determined that the price is still fair and reasonable.*

The best practice in construction management to retain a project manager through the duration of the project. Changing project managers in the middle of a project would delay the project and increase costs. The duration of the projects that Consolidated Engineering Laboratories will be managing are longer than three years, thus a longer contract is necessary.

### BELOW THIS LINE FOR CONTRACT COMPLIANCE COMMITTEE ONLY

☒ **APPROVED**
                         
 ☐ **NOT APPROVED**

DocuSigned by:  
  
 4D24705908F842D...  
**Jas Sandhar, County Procurement Manager**

**DATE:** 09-Mar-2021 | 10:36 PST

## **AMENDMENT THREE TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CONSOLIDATED ENGINEERING LABORATORIES**

THIS AMENDMENT TO THE AGREEMENT, entered into this 2nd day of May, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Consolidated Engineering Laboratories, hereinafter called "Contractor", (collectively the "Parties");

### **WITNESSETH:**

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

WHEREAS, on October 17, 2017 the Parties entered into an Agreement for On Call Professional Services to provide professional environmental consulting services;

WHEREAS, the Parties wish to amend the Agreement to modify the term of the agreement;

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

Exhibit B amended 7/23/2020 is replaced with Exhibit B (Revised 3/30/2022).  
Updated Contractors Fee Schedule

- The proposed unit rates will be in effect as of July 1<sup>st</sup> 2021 thru December 31, 2022.


*Thereafter, the unit rates are subject to an annual increase of three (3%) effective January 1, 2023. Contractor will submit the updated 2023 rates no later than December 31, 2022.*

Exhibit C – Contractor's Unit Rate Sheet

**All other terms and conditions of the agreement dated October 17, 2017, between the County and Contractor shall remain in full force and effect.**

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

**For Contractor:**

DocuSigned by:  87ECFA49B601435...	02-May-2022   11:00 PDT Robert Morse	Senior Vice President
Contractor Signature	Date	Name/Title

**For County:**

DocuSigned by:  FB760FA8B4444C9...	02-May-2022   17:45 PDT
Adam Ely Director Project Development Unit County of San Mateo	Date



**Exhibit B**  
(Revised 3/30/2022)

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:

**Any unit rates not included at the time of this amendment will not be billed to the County without prior advisory from Contractor.**

All billable will be on actual time.

- Work over 8 hours will require prior approval.
- Weekend work hours will require prior approval
- No minimum work hour billing (actual time only)

**Travel Language Included As:**

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.

1. 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.
2. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
3. 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.
4. 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.
5. 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](http://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.

6. 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.

7. 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.

8. 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.

### **Attached Contractors Updated Rate Sheet**

## Exhibit C Contractors Fee Schedule



**PUBLISHED FEE SCHEDULE**  
**San Mateo County**

4/1/2022 -  
12/31/2022

Task Code	ENGINEERING SERVICES	UNIT RATE	UNIT
G1401/C2000	Principal/Principal Engineer	\$ 224.97	hour
	Geotechnical Engineer	\$ 202.48	hour
G1500/C2001	Senior Engineer	\$ 202.48	hour
G1600/22011	Project Engineer/Geologist	\$ 168.73	hour
G1700/22010/C2002	Staff Engineer	\$ 146.23	hour
G1800	Assistant Engineer	\$ 134.98	hour
G3200	Field Supervisor	\$ 134.98	hour
	INSPECTION SERVICES	UNIT RATE	UNIT
05006	Field Weld Ultrasonic Inspection	\$ 97.80	hour
03099	Reinforcing Steel Inspection	\$ 97.80	hour
03100	Reinforcing Steel Reinspection	\$ 97.80	hour
05001	Field Welding Inspection	\$ 97.80	hour
05001	Field Welding Inspection (Overtime)	\$ 146.70	hour
05005	Field Welding Reinspection	\$ 97.80	hour
03084	Concrete Sampling	\$ 97.80	hour
03084	Concrete Sampling (Overtime)	\$ 146.70	hour
04025	Non Shrink Grout Placement	\$ 97.80	hour
04025	Non Shrink Grout Placement (Overtime)	\$ 146.70	hour
05015	Shop Material I.D.	\$ 97.80	hour
05016	Shop Welding Visual Inspection	\$ 97.80	hour
05020	Shop Welding NDT	\$ 97.80	hour
05011	High Strength Bolting Inspection	\$ 97.80	hour
05010	High Strength Bolt Reinspection	\$ 97.80	hour
05019	Shop Welding Reinspection NDT	\$ 97.80	hour
05035	Gayle - Nampa, ID - Shop Fabrication Inspection	\$ 97.80	hour
05036	Gayle - Caldwell, ID - Shop Fabrication Inspection	\$ 97.80	hour
05026	Grout Sampling	\$ 97.80	hour
05026	Grout Sampling (Overtime)	\$ 146.70	hour
05037	Skidmore Testing	\$ 97.80	hour
03106	Auger Cast Pile Installation	\$ 97.80	hour
02098	Soils Sampling	\$ 106.86	hour
21020	Project Meeting	\$ 97.80	hour
03080	Batch Plant Inspection	\$ 97.80	hour
03080	Batch Plant Inspection (Overtime)	\$ 146.70	hour
03300	Shotcrete Inspection	\$ 97.80	hour
03300	Shotcrete Inspection (Overtime)	\$ 146.70	hour
13101	Anchor/Dowel Installation Inspection	\$ 84.36	hour
13104	Proofload Testng Inspection	\$ 84.36	hour
13100	Anchor/Dowel Install Reinspect	\$ 84.36	hour
03400	Waterproofing Inspection	\$ 84.36	hour
03401	Waterproofing Reinspection	\$ 84.36	hour
07048	Firestopping Inspection	\$ 129.36	hour
07052	Fireproofing Inspection	\$ 97.80	hour
02417	Asphalt Inspection	\$ 106.86	hour
07000	Roofing Inspection	\$ 101.23	hour
07001	Roofing Reinspection	\$ 97.34	hour
04017	Masonry Placement Reinspection	\$ 97.80	hour
21007	General Inspection	\$ 97.80	hour
C2086	Cohesion and Adhesion Bond Testing	\$ 118.18	hour
C2088	Bond Test Loading Fixtures 50 mm	\$ 14.55	hour
02099	Soils Inspector with Nuclear Gauge (Portal-to-Portal Charges Apply)	\$ 106.86	hour
15000	Mechanical	\$ 121.49	hour
16100	Electrical	\$ 121.49	hour
17001	Plumbing Inspector	\$ 121.49	hour
	SPECIALIZED SERVICES	UNIT RATE	UNIT
C2030	Pachometer	\$ 123.74	hour
C2084	In-Place Brick Shear Tests (Masonry) - Two-Person Crew (4-hour minimum)	\$ 202.48	hour
C2210	Ground Penetrating Radar (GPR)		
C2210	- One Man Crew	\$ 224.97	hour
	- Two Man Crew	\$ 337.46	hour
C2080	Floor Flatness Testing:		
C2080	- Surveying/Inspection	\$ 168.73	hour
	Phased Array Technician	\$ 151.86	hour
	Profileograph Technician	\$ 151.86	hour
	Profileograph Equipment	Quotation on Request	



**PUBLISHED FEE SCHEDULE**  
**San Mateo County**

4/1/2022 -  
12/31/2022

	CORING SERVICES	UNIT RATE	UNIT
03085	Coring Machine Operator	\$ 151.86	hour
	Helper (add per hour)	\$ 101.24	hour
C1618	Diamond Drill Bit Charges, per inch to 5"	\$ 9.00	inch
C1618	Diamond Drill Bit Charges, per inch 6" and over		Quotation on Request
	CONCRETE	UNIT RATE*	UNIT
23017	Concrete Mix Design Review	\$ 168.73	each
03039	Trial Batches, Prepared in Laboratory C192	\$ 1,012.38	each
03020	Length Change of Concrete (Shrinkage), set of 3, ASTM C157, CT 530	\$ 337.46	each
03007	Compression, 6X12 Cylinders, ASTM C 39, CT 521	\$ 22.61	each
03044	Compression 4x8 Cylinders ASTM C 39	\$ 22.61	each
03009	Compression, Core (including end preparation), ASTM C 42	\$ 106.86	each
03023	Compression, 3X6 Cylinders Lightweight Insulating Concrete, ASTM C 495	\$ 89.99	each
03006	Grout Compression, 2X2 Cubes, each age, ASTM C 109	\$ 45.21	each
03019	Epoxy Grout 2x2 Cube Compression ASTM C 579	\$ 45.21	each
03029	Cylinders, Stored 60 days (hold cylinders)	\$ 44.99	each
03030	Splitting TensileStrength, 6X12 Cylinders, ASTM C 496	\$ 112.49	each
03101	Unit Weight of Concrete Cylinders, ASTM C 567	\$ 44.49	each
03022	Unit Weight of Lightweight Insulating Concrete, ASTM C 495	\$ 44.49	each
03023	Compression Test of Lightweight Insulating Concrete, ASTM C 495	\$ 89.99	each
03016	Flexural Strength of Concrete, ASTM C 78	\$ 112.49	each
03305	Shotcrete Pre-Production Panel Evaluation, Up to 12" Thick	\$ 1,124.86	each
03306	Shotcrete Pre-Production Panel Evaluation, 12" to 24" Thick	\$ 1,687.30	each
03301 / 03302	Shotcrete Panel Core Compression Test, ASTM C 42	\$ 135.64	each
03005	Chloride Ion Content, AASHTO T260	\$ 224.97	each
	SOIL MECHANICS	UNIT RATE*	UNIT
	Moisture/Density Curve		
02019	Standard Proctor ASTM D 698	\$ 315.00	each
02018	Modified Proctor ASTM D 1557	\$ 315.00	each
02016/02017	Checkpoint (ASTM or Caltrans)	\$ 163.11	each
02014	California Impact, CT 216	\$ 348.71	each
02021/02036	Rock Correction for Oversize Material, ASTM D4718/CT216	\$ 112.49	each
	Sieve Analysis		
02074/02075	Bulk Sample Gradation, ASTM C 136/C117/CT202	\$ 202.48	each
02238/02239	Material Finer than #200 Sieve, ASTM C 117	\$ 236.22	each
	Soil Mechanics		
02065/02068	"R" Value, ASTM D 2844/CT 301	\$ 449.95	each
02071/02072	Sand Equivalent, ASTM D 2419/CT 217	\$ 146.23	each
02040	Liquid Limit, Plastic Limit, & P.I. Atterberg Limits ASTM D4318	\$ 191.23	each
02006	California Bearing Ratio, 1 pt. (ASTM D1883)	\$ 253.09	each
02007	California Bearing Ratio, 3 pt. (ASTM D1883)	\$ 590.55	each
02008	California Bearing Ratio, 3 pt. (ASTM D1883) w/ 96 hour soak	\$ 618.68	each
02046	Moisture-Density Sample Tubes ASTM D2937	\$ 73.12	each
02088/02042/02043	Water Content of Soil and Rock ASTM D2216/CT226	\$ 60.00	each
	AGGREGATES	UNIT RATE*	UNIT
02074/02075	Sieve Analysis, Bulk Sample Gradation (Coarse & Fine), ASTM C136/C117/CT202	\$ 202.48	each
02238/02239	Sieve Analysis, Material Finer than #200 Sieve, ASTM C 117/CT202	\$ 95.61	each
02234/02235	Sieve Analysis, Coarse Agg (3" to #4), ASTM C136/CT202	\$ 179.98	each
02236/02237	Sieve Analysis, Fine Agg (#4 to #200), ASTM C136/CT202	\$ 179.98	each
02242/02240	Specific Gravity (Coarse), ASTM C 127/CT 206	\$ 146.23	each
02243/02241	Specific Gravity (Fine), ASTM C 128/CT 207	\$ 168.73	each
02205	Absorption, Coarse Agg or Fine Agg , ASTM C 127/ASTM C 128	\$ 112.49	each
02225/02226	Organic Impurities in Concrete Sand, ASTM C 40/ CT213	\$ 112.49	each
200/02201/02202/02203/02204	L.A. Rattler, ASTM C 131 or C535/CT 211 (500 rev)	\$ 281.22	each
02209	Clay Lumps & Friable Particles ASTM C142	\$ 168.73	each
02222	Fractured Particles in Coarse Agg ASTM D5821	\$ 185.60	each
02223	Lightweight Particles in Aggregate ASTM C123	\$ 146.23	each
02251	Staining of Lightweight Aggregate ASTM C641	\$ 281.22	each
02244	Sulfate Soundness (per sieve size), ASTM C 88	\$ 168.73	each
02248	Unit Weight of Aggregates, ASTM C 29	\$ 112.49	each
02212	% Crushed Particles, CT 205	\$ 281.22	each
02012	Cleaness Value, CT 227	\$ 168.73	each
02071/02072	Sand Equivalent, ASTM D 2419/CT 217	\$ 146.23	each
02216/02217/02218/02219	Durability Index (Coarse or Fine Agg) ASTM D 3744/CT 229	\$ 202.48	each
02224	Moisture Content of Aggregate ASTM C566	\$ 56.24	each
02227	Potential Alkali Reactivity of Aggregates ASTM C1260	\$ 1,068.62	each
02198	C33 Coarse Aggregate Qualification Testing (ASTM C33)	\$ 3,824.54	each
02199	C33 Fine Aggregate Qualification Testing (ASTM C33)	\$ 3,487.08	each



**PUBLISHED FEE SCHEDULE**  
**San Mateo County**

4/1/2022 -  
12/31/2022

	<b>HOT MIX ASPHALT (HMA)</b>	<b>UNIT RATE*</b>	<b>UNIT</b>
02313/02350/02351	Bulk Sp. Gravity of Compacted HMA (Plant Mix) ASTM D2726/ CT 304, CT308	\$ 202.48	each
02352/02349	Bulk Sp. Gravity of Compacted HMA (Lab Mix) ASTM D2726/ CT 304, CT308	\$ 168.73	each
02405/02406	Theoretical Max Spec. Gravity (Rice Density) ASTM D2041/ CT 309	\$ 185.60	each
02355/02354	Stabilometer Value including Compaction, ASTM D1560/ CT 366, per point	\$ 224.97	each
02305/02304	Asphalt Content (Ignition Oven Method) ASTM D 6307/ CT382	\$ 213.72	each
02359/02358	Ignition Oven Calibration Factor ASTM D6307/ CT382	\$ 303.71	each
02304	Asphalt Content (Solvent Extraction Method) ASTM D2172	\$ 281.22	each
02384	Sieve Analysis of Extracted Aggregate, ASTM D5444/CT 202	\$ 191.23	each
02345	Caltrans Complete HMA Tests (Rice or BSG, S-Value, Ignition, Extracted Gradation)	\$ 1,068.62	each
02363	Marshall Compaction (Lab Mix), set of 3, ASTM D 6926	\$ 433.07	each
02366	Marshall Compaction (Plant Mix), set of 3, ASTM D 6926	\$ 303.71	each
02368	Marshall Flow and Stability, per point, ASTM D 6926	\$ 95.61	each
02320/02321	Effect of Moisture on AC (Tensile Strength Ratio) ASTM D4867/ CT 371	\$ 2,024.76	each
02403	Swell of Bituminous Mixtures, CT 304/305	\$ 253.09	each
	<b>ASPHALTIC CEMENT</b>	<b>UNIT RATE*</b>	<b>UNIT</b>
02374	Penetration of Bituminous Materials at 77°F, ASTM D5/AASHTO T49	\$ 79.87	each
02375	Penetration of Bituminous Materials at 32°F to 158°F, ASTM D 5/AASHTO T49	\$ 118.11	each
02360	Kinematic Viscosity of Asphalt, ASTM D 2170/AASHTO T201	\$ 191.23	each
02300	Absolute Viscosity of Asphalt, ASTM D2170/AASHTO T201	\$ 191.23	each
02306	Viscosity (Asphalt Institute Method)	\$ 219.35	each
02380	Rolling Thin Film Test, ASTM 2872/Cal 346/AASHTO T240	\$ 202.48	each
02338	Residue by Evaporation, ASTM D244/AASHTO T59	\$ 247.47	each
02307	Extraction and Recovery, ASTM D2172/ASTM D 1856	\$ 956.13	each
	<b>MASONRY</b>	<b>UNIT RATE*</b>	<b>UNIT</b>
	<b>Concrete Blocks</b>		
04020	Compression, Gross Area, ASTM C 140	\$ 123.74	each
	Compression, Gross Area, Unusual Shape, ASTM C 67	\$ 123.74	each
04021	Compression, Net Area, ASTM C 140	\$ 112.49	each
04000	Absorption and Moisture, ASTM C 140	\$ 168.73	each
04022	Linear Shrinkage ASTM C 426	\$ 179.98	each
04004	Dimensional Measurement of Masonry Units ASTM C 140	\$ 73.12	each
	<b>Bricks</b>		
04001	Absorption, with saturation Coefficient, ASTM C 67	\$ 123.74	each
04002	Compression, ASTM C 67	\$ 95.61	each
04003	Modulus of Rupture, ASTM C 67	\$ 44.99	each
	<b>Grout</b>		
04005	Compression, Grout Prisms, ASTM C 1019	\$ 73.12	each
04023	Compression, Mortar Cylinders, ASTM C 780	\$ 61.87	each
04011	Compression, Composite Prisms, ASTM C 1314	\$ 196.85	each
04012	Compression, Masonry Core, ASTM C 140	\$ 84.36	each
04013	Shear, Masonry Core, CCR Title 24	\$ 112.49	each
	<b>REINFORCING STEEL - ASTM A 615/A706</b>	<b>UNIT RATE*</b>	<b>UNIT</b>
	Tensile Strength and Bend Test		
03038	Samples, Size #3 - #10	\$ 112.49	each
03035	Samples, Size #11	\$ 157.48	each
03033	Samples, Size #14	\$ 393.70	each
03034	Samples, Size #18 (Full Section)	\$ 618.68	each
	<b>PRESTRESSING STEEL - ASTM A 416</b>	<b>UNIT RATE*</b>	<b>UNIT</b>
	Uncoated 7 Wire Strand, 1/4" to 1/2"		
25014	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)	\$ 337.46	each
25012	Breaking Strength Only	\$ 219.35	each



**PUBLISHED FEE SCHEDULE**  
**San Mateo County**

4/1/2022 -  
12/31/2022

		<b>UNIT RATE*</b>	<b>UNIT</b>
	<b>STRUCTURAL STEEL (mild steel not over one inch thick)</b>		
	Tensile Strength, ASTM A 370 (test only)		
05023	Samples, Under 1-1/2 square inch in cross section	\$ 140.61	each
05024	Samples, 1-1/2 square inch and over in cross section	\$ 196.85	each
	Chemical Analysis	\$ 123.74	each
05022	Bending	\$ 95.61	each
C2019	Anchor Bolts, ASTM F1554, tensile	\$ 224.97	each
	High Strength Bolts, Nuts, and Washers, ASTM A 325, A 490, A 449		
C2018	Bolt Assembly Test	\$ 292.46	each
C2016	Bolts Proof Load and Ultimate	\$ 123.74	each
C2017	Nuts Proof Load	\$ 67.49	each
C2015	Hardness (Rockwell)	\$ 33.75	each
	<b>WELDMENT TESTING (mild steel not over one inch thick)</b>	<b>UNIT RATE*</b>	<b>UNIT</b>
05054	Transverse Tensile	\$ 134.98	each
05055	Transverse Side Bend	\$ 89.99	each
05056	Transverse Root and Face Bend	\$ 89.99	each
05057	Macroetch	\$ 89.99	each
05053	0.505" Tensile Specimen	\$ 140.61	each
05050	Charpy V-Notch Specimen	Quotation on Request	
C2030,C2029,C2030	Preparation of WPS, PQR, or Welder Certificate	\$ 140.61	each
	<b>NONDESTRUCTIVE TESTING</b>	<b>UNIT RATE</b>	<b>UNIT</b>
	Radiography		
C2045	Radiographic Testing-Weld Procedure Qualification (physical testing not included)	\$ 618.68	each
10014	Consultation	\$ 146.23	hour
10014	One-Person Crew	\$ 146.23	hour
10010	Film	\$ 22.50	each
10006	Magnetic Particle Level III (ASNT)	\$ 146.23	hour
10005	Magnetic Particle Level II (ASNT)	\$ 121.49	hour
05600	Ultrasonic Level III (ASNT)	\$ 146.23	hour
05500	Ultrasonic Level II (ASNT)	\$ 121.49	hour
10001	Dye Penetrant Level III (ASNT)	\$ 146.23	hour
10000	Dye Penetrant Level II (ASNT)	\$ 121.49	hour
	<b>ROOFING</b>	<b>UNIT RATE*</b>	<b>UNIT</b>
07010	Ply Count and Asphalt by Difference, ASTM D 2829	\$ 168.73	each
07011	Weight Analysis, ASTM D 2829	\$ 89.99	each
	<b>FIREPROOFING</b>	<b>UNIT RATE*</b>	<b>UNIT</b>
07051	Density of Sprayed on Fireproofing, ASTM E 605/UBC 43-8	\$ 84.36	each
07050	Cohesion/Adhesion, ASTM E 736	\$ 84.36	each
	<b>FIRE/LIFE SAFETY SYSTEMS</b>	<b>UNIT RATE*</b>	<b>UNIT</b>
23013	Fire/Life Safety Systems Inspection	\$ 121.49	hour
23014	Mechanical Engineer	\$ 275.59	hour
23015	Staff Engineer	\$ 202.48	hour
23016	Final Affidavit (Request 6 Working Days Advance Notice)	Quotation on Request	
	<b>GEOTEXTILE FABRIC</b>	<b>UNIT RATE*</b>	<b>UNIT</b>
07413	Tensile Strength by Grab Method	\$ 416.20	each
07411	Puncture Resistance, Index, ASTM D 4833	\$ 285.72	each
07414	Trapezoidal Tear	\$ 316.09	each
07412	Mass Per Unit Area, ASTM D 3776	\$ 211.47	each
07419	Simulated Asphalt Retention, ASTM D 4830	\$ 520.81	each
07011	Unit Weight Analysis, ASTM S 2329	\$ 89.99	each
07010	Ply Count and Void Analysis, ASTM D 2329	\$ 168.73	each
	<b>CEMENT</b>	<b>UNIT RATE*</b>	<b>UNIT</b>
03032	Storage of Grab Sample, 60 days	\$ 24.75	each
03004	Cement Content of Hardened Concrete, ASTM C 1084	\$ 2,767.17	each
	<b>GFRC PANEL TEST</b>	<b>UNIT RATE*</b>	<b>UNIT</b>
03202	Flexural Testing, per P.C.I. Recommended Practice	\$ 79.87	each
03203	Pullout Testing of Anchors, per P.C.I. Recommended Practice	\$ 130.48	each
23003	Fiberwrap Testing (ASTM D3039)	\$ 686.17	set





**PUBLISHED FEE SCHEDULE  
San Mateo County**

4/1/2022 -  
12/31/2022

<b>SPECIALTY GEOTECHNICAL TESTING</b>		<b>UNIT RATE</b>	<b>UNIT</b>
02076	Sieve Analysis, Minus #200 by Wash ASTM D1140	\$ 89.99	each
02047	Consolidation (ASTM D2435, D4546)	\$ 202.48	each
02049	Time-Consolidation (ASTM D2435)	\$ 89.99	each
02051	Collapse/Swell (ASTM D4546)	\$ 106.86	each
02083	Unconfined Compressive Strength (ASTM D2166)	\$ 123.74	each
02029	Direct Shear (3 pt.)	\$ 1,124.86	each
02006	California Bearing Ratio, 1 pt. (ASTM D1883)	\$ 281.22	each
14906	California Bearing Ratio, 3 pt. (ASTM D1883)	\$ 674.92	each
02002	Water Soluble Sulfate	\$ 62.99	each
02022	pH (ASTM D4972)	\$ 84.36	each
02069	Lab Resistivity	\$ 104.61	each
<b>MISCELLANEOUS GEOTECHNICAL CHARGES</b>		<b>UNIT RATE</b>	<b>UNIT</b>
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%
G3602	Clerical Services	\$ 87.74	hour
<b>MISCELLANEOUS TESTS &amp; INSPECTIONS</b>		<b>UNIT RATE</b>	<b>UNIT</b>
19001	Calibration of Hydraulic Rams	\$ 281.22	each
23010/2404/22003	Universal Testing Machine with Technician	\$ 309.34	hour
23010/2404/22003	Instron Testing Machine with Technician	\$ 309.34	hour
03103/03102	Windsor Test Probes		Quotation on Request
05058	Weld Procedure Review	\$ 281.22	each
21004	Expert Witness	\$ 3,374.59	day
<b>BASIS OF CHARGES</b>		<b>UNIT RATE</b>	<b>UNIT</b>
<i>The proposed unit rates will be in effect through 12/31/2022. Thereafter, the unit rates are subject to an annual increase of four (3%) per year to mitigate the annual operating cost increases.</i>			
	Work Over 8 Hours Per Day		Time and One-Half
	Work Over 12 Hours, Monday through Friday		Double Time
	Work on Saturdays		Time and One-Half
	Work Over 8 Hours on Saturday		Double Time
	Work on Sundays/Holidays		Double Time
	Swing or Graveyard Shift Premium	\$ 12.50	hour
	Work from 0 to 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
21022	Sample Pick-Up	\$ 45.21	trip
21061	Premium Sample Pick-Up (after 4 PM, before 5 AM, Weekends and Holidays)		2 x Sample Pick-Up Rate
	Laboratory Testing - Rush Fee		Add 50% to Testing Cost
	Technician with Nuclear Gauge	\$85.00	Portal-to-Portal Charge
21006	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
21038	Project Engineering and Management		7% of Fees
	Credit Card Payment of Fees		2.5% Premium
	Reimbursables		Cost + 15%
	QA/QC Plan Written Procedures		Quotation on Request