



RESOLUTION No. 18-346

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION TO AWARD A CONTRACT TO BLACKBURN CONSULTING, FOR ON-CALL MATERIALS TESTING AND INSPECTION SERVICES FOR VARIOUS PROJECTS FOR THE FISCAL YEAR 2018/19 BUDGET FOR A MAXIMUM AMOUNT TO EXCEED \$40,000

WHEREAS, on February 13, 2018 the Nevada County Board of Supervisors adopted Resolution 18-054 authorizing the Department of Public Works to solicit Statements of Qualifications for On-Call Materials Testing and Inspection Services for various projects; and

WHEREAS, the Department of Public Works invited qualified consultants to respond to a Request for Qualifications for On-Call Materials Testing and Inspection Services on February 15, 2018; and

WHEREAS, seven Statements of Qualifications for On-Call Materials Testing and Inspection Services were received by the deadline of March 13, 2018; and

WHEREAS, staff recommends awarding a contract to Blackburn Consulting, in the amount of \$40,000; and

WHEREAS, work is scheduled to begin July 1, 2018; and

WHEREAS, the funding is available in budget accounts: 1114-30104-702-1000; 1114-30104-702-3000; 1114-30154-702-3000.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Award a contract to Blackburn Consulting, in an amount not to exceed \$40,000, for professional materials testing and inspection services for various projects. The contract term shall be from July 1, 2018 to June 30, 2019, and may be renewed annually for up to four additional years at the Board's discretion.
2. Authorizes the Chair of the Board of Supervisors, upon receipt of Certificates of Insurance by the Director of the Department of Public Works and approval and acceptance of the Certificates of Insurance by the Risk Manager, to execute on behalf of the County of Nevada the agreement between Nevada County and Blackburn Consulting.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of July, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward Scofield, Chair

7/10/2018 cc: DPW*
AC* (Hold)

8/10/2018 cc: DPW*
AC* (Release)
BC

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Blackburn Consulting

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **On-Call Materials Testing and Construction Inspection Services**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$40,000
(§3) **Contract Beginning Date:** 7/1/2018 **Contract Termination Date:** 6/30/2019
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u>x</u>	<u> </u>
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<u> </u>	<u>x</u>
	(\$1,000,000) Business Rated	<u>x</u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u>x</u>
(§8)	Worker's Compensation	<u>x</u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u>x</u>	<u> </u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

CA Civil Engineers License

NOTICE & IDENTIFICATION

(§26) Contractor: Blackburn Consulting	County of Nevada:
11521 Blocker Dr Suite 110	950 Maidu Ave
Auburn, Ca 95603	Nevada City, Ca 95959
Contact Person: Bryce Moore	Contact Person: Patrick Perkins
(530) 887-1494	(530) 265-1712
e-mail: bmoore@blackburnconsulting.com	e-mail: Patrick.perkins@co.nevada.ca.us

Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Indiv.,	<u> </u> DbA,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required:

 Yes No

HIPAA: Schedule of Required Provisions (Exhibit D):

 Yes x No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>x</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>x</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u>x</u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u>x</u>



Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at \$2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at \$3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at \$3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;



- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.



At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:



(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.



If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

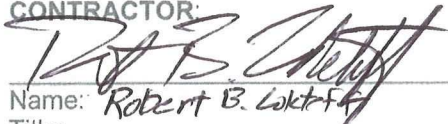


27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:


Name: Robert B. Lokt
Title: _____

Dated: 7/23/2018

COUNTY OF NEVADA:


Honorable Edward C. Scofield
Chair, Board of Supervisors

Dated: 8/10/18

Attest: 
Julie Patterson Hunter
Clerk of the Board



EXHIBIT "A"

West Sacramento Office:
2491 Boatman Ave. ■ West Sacramento, CA 95691
(916) 375-8706 ■ Fax (916) 375-8709



Main Auburn Office: (530) 887-1494
Fresno Office: (559) 438-8411

Geotechnical ■ Geo-Environmental ■ Construction Services ■ Forensics

File No. 3189.P
June 12, 2018

Patrick Perkins P.E, CCM
Senior Civil Engineer
County of Nevada - Department of Public Works
950 Maidu Ave
Nevada City, CA 95959

Subject: **Scope of Services**
On-Call Materials Testing and Inspection Services
Nevada County, California

Dear Patrick:

Blackburn Consulting (BCI) prepared this Scope of Services at your request for On-Call Materials Testing and Inspection Services in Nevada County, California. BCI will provide the following Scope of Service at the request of the County Project Engineer.

1 MATERIALS TESTING & SPECIAL INSPECTION

1.1 Materials Testing

- Compaction testing of utility backfill, structure backfill, embankment, subgrade, chemically treated roadways, subgrade and aggregate base.
- Performance specification observation and testing for fills and roadways that cannot be tested by nuclear gage or sand cone.
- Quality acceptance laboratory testing of soil, import, and chemically treated soil.
- Sampling of highway and County roadway materials and products.
- Quality acceptance laboratory testing of highway and County roadway materials.
- Sampling and testing of Hot Mix Asphalt at the project site or batch plant.
- Sampling and testing of Concrete.
- Batch plant inspection of Hot Mix Asphalt and Concrete.
- Sampling and testing of asphalt emulsions, tack coats, and pavement oils (laboratory testing performed by subcontracted lab).
- Daily field reports.

1.2 Special Inspection

- Concrete sampling, slump tests, air content, temperature, and compressive strength tests.
 - For structural concrete, BCI can perform batch plant sampling of PCC aggregates and perform the applicable laboratory tests required by Caltrans.
- Reinforcing steel special inspection.
- Masonry special inspection.
- High strength bolt special inspection

Materials testing, and special inspection will be performed by BCI's ICC, Caltrans and ACI certified testers. Testing frequencies will be based on the Caltrans Construction Manual (Chapter 6), project specifications, or as required by the County Project Engineer.

2 CONSTRUCTION INSPECTION

2.1 Construction Inspection

- Field documentation of construction activities including material quantities, labor, and equipment.
- Photographic documentation.
- SWPPP and BMP monitoring.
- Documentation of force account work.
- Inspection of construction activities to verify conformance with project documents.
- Specialized inspection of traffic signal facilities.
- Daily inspection diaries.

3 GEOTECHNICAL ENGINEERING

3.1 Geotechnical Engineering

- Engineering support during construction.
- Storm damage repair recommendations.
- Landslide mitigation recommendations.
- Geotechnical consulting services for roadways, retaining walls, bridges, and culverts.
- Pavement design recommendations (concrete, hot mix asphalt, chemical treatment, overlays, full depth reclamation).

4 ENVIRONMENTAL

4.1 Environmental Services

- Phase 1 and 2 site assessments.
- Hazardous waste management.

EXHIBIT "B"

Auburn Main Office:

11521 Blocker Drive, Suite 110
Auburn, CA 95603
(530) 887-1494, Fax (530) 887-1495

West Sacramento Office:

2491 Boatman Avenue
West Sacramento, CA 95691
(916) 375-8706, Fax (916) 375-8709



www.blackburnconsulting.com

Fresno Office:

4186 W. Swift Avenue, Suite 107
Fresno, CA 93722
(559) 438-8411, Alt. (559) 276-4246

2018 SCHEDULE OF FEES & SERVICES

Geotechnical ▪ Geo-Environmental ▪ Construction Services ▪ Forensics

PROFESSIONAL HOURLY RATES:

Project Engineer/Geologist I	\$140	CAD/GIS	\$135
Project Engineer/Geologist II	\$150	Lab Aide	\$85
Senior Engineer/Geologist	\$165	Lab Manager	\$140
Project Manager	\$185	Technician Manager	\$140
Senior Project Manager	\$210	Clerical	\$80
Principal	\$235	Project Assistant	\$100
Senior Principal	\$265	Senior Administrative	\$140
Expert Testimony & Deposition	\$450		

SPECIAL INSPECTION PERSONNEL HOURLY RATES:

	Non-Prevailing Wage	Prevailing Wage
Group 1	\$135	\$165
ASNT Level II-III, DSA Shotcrete, Lead Inspector, NICET Level IV		
Group 2	\$135	\$160
AWS-CWI, ICC Certified Structural Inspector, NICET Level III, Building/Construction Inspector, Shear Wall/Floor System Inspector		
Group 3	\$115	\$140
Soils/Asphalt, Earthwork Grading, Excavation and Backfill, NICET Level II		
Group 4	\$115	\$140
ACI, ICC Fireproofing, NICET Level I, Proofload Testing, Torque Testing		

MINIMUM BASIC CHARGES:

Outside Equipment & Services	Cost plus 20%
Vehicle Charge	\$8.00 per hour or \$0.85 per mile
Per Diem	Location specific, minimum \$125 per night
Technician Services	Charge includes time from office and return to office, minimum charge - 2 hours
Overtime	Over 8 hours: 1.5 x Hourly Rate Before 7:00am or after 4:00pm: 1.5 x Hourly Rate Rush Charge (less than 24 hours notice): 1.5 x Hourly Rate Saturday: 1.5 x Hourly Rate (minimum: 4 hr. increments) Sunday & Holiday: 2.0 x Hourly Rate (minimum: 4 hr increments)
Report Copies	4 Report copies provided
Additional Report Copies	\$100 for binding up to 50 pages, plus postage

EQUIPMENT: (personnel not included)

Hand Sampling Equipment	\$250 / Day	Double Ring Infiltrometer Equipment	\$290 / Day
Nuclear Moisture/Density Testing	\$16 / Test	Liquid Level Equipment	\$250 / Day
6" Sand Cone Testing	\$40 / Test	Pachometer	\$125 / Day
12" Sand Cone Testing	\$185 / Test	Rock Point Load Test Equipment	\$125 / Day
Coring Bit Charge	\$40 / Core	Roto Hammer	\$120 / Day
Coring Machine	\$250 / Day	Schmidt Hammer	\$100 / Day
Dynamic Cone Penetrometer	\$270 / Day	Torque Wrench	\$65 / Day
Electrical Resistivity Equipment	\$240 / Day	Seismic Refraction: 12 Channel	\$460 / Day
Generator	\$60 / Day	Traffic Control/Safety	\$290 / Day
Groundwater Level Indicator	\$60 / Day	Concrete Vapor Emission Test Kit	\$30 / Ea
Inclinometer Survey Equipment	\$600 / Day	pH Test Strip Package	\$50 / Ea

Revised 11-21-17

EXHIBIT "B"

Auburn Main Office:

11521 Blocker Drive, Suite 110
Auburn, CA 95603
(530) 887-1494, Fax (530) 887-1495

West Sacramento Office:

2491 Boatman Avenue
West Sacramento, CA 95691
(916) 375-8706, Fax (916) 375-8709



www.blackburnconsulting.com

Fresno Office:

4186 W. Swift Avenue, Suite 107
Fresno, CA 93722
(559) 438-8411, Alt. (559) 276-4246

2018 LABORATORY FEE SCHEDULE

Geotechnical ▪ Geo-Environmental ▪ Construction Services ▪ Forensics

Page 1 of 2

SOIL CLASSIFICATION		
#200 Sieve Wash	ASTM D1140	\$118
Sieve Analysis to #200	ASTM D6913, CAL 202	\$184
Standard Hydrometer with Sieve Analysis	ASTM D422	\$362
Plasticity Index	ASTM D4318	\$265
Specific Gravity - Soils	AASHTO T100	\$113
MOISTURE / DENSITY		
Moisture Content	ASTM D2216, CAL 226	\$43
Moisture/Density		\$81
SOIL COMPACTION		
Standard Proctor (4" or 6" mold)	ASTM D698	\$330
Modified Proctor (4" or 6" mold)	ASTM D1557	\$330
California Impact	CAL 216	\$330
Check Point (Standard or Modified)		\$151
VOLUME CHANGE		
One-Dimensional Consolidation (6 load increments, includes 2 time rate curves and 2 rebound decrements)	ASTM D2435	\$519
Additional Load or Rebound Decrement		\$35/ea
Additional Time Rate Curves		\$113/ea
Expansion Index	ASTM D4829	\$265
Settlement Swell	ASTM D4546	\$163
STRENGTH		
Unconfined Compression	ASTM D2166	\$151
Compression, Rock <i>Prep & Photos included</i>	ASTM D7012	\$175
Rock Point Load (up to six points)	ASTM D5731	\$70
Compression Test of Cored Concrete Spec.		\$125
California Bearing Ratio (CBR), with curve	ASTM D1883	\$822
California Bearing Ratio (CBR), without curve	ASTM D1883	\$493
Resistance Value	CAL 301, ASTM D2844	\$357
Direct Shear: (per point)		
Undisturbed	ASTM D3080	\$206
Remolded	ASTM D3080	\$265
Triaxial Compression: (per point) Photos of failure upon request		
Undrained, Unconsolidated w/out Pore Pressure	ASTM D2850	\$184
Consolidated, Undrained w/ Pore Pressure Measurements	ASTM D4767	\$541
Consolidated, Drained		\$779
Consolidated, Undrained, no Pore Pressure Measurements		\$303
Specimen Remolding		\$118

EXHIBIT "B"

CORROSIVITY ANALYSIS		
Corrosion Analysis Package	CAL 643, 417, 422	\$336
<i>Includes Soil Resistivity, Soil pH, Sulfates / Chlorides. Minimum size is 1,000 grams</i>		
pH	CTM643	\$43
Resistivity	CTM643	\$141
PERMEABILITY		
Flex-wall Permeability	ASTM D5084	
<i>Either Constant head or Falling Head / rising Tail Water. Method depends on soil type</i>		
Each Additional Effective Stress		\$476
Specimen Remodeling		\$118
TREATED SOIL TESTS		
% Lime for Stabilization - per point (%)	ASTM D6276	\$131
pH of Soil	CTM643	\$43
Modified Proctor	ASTM D1557	\$395
Unconfined Compression Test	ASTM D5102	\$221
One Dimensional Swell	ASTM D4546	\$221
AGGREGATES		
Bulk Specific Gravity - Course & Fine Aggregate	ASTM C127 & 128, CAL 206, 207	\$113
Coarse Durability	CAL 229	\$195
Fine Durability	CAL 229	\$195
Sand Equivalent	CAL 217, ASTM D2419	\$136
Cleaness Value	CAL 227	\$184
Moisture Content	CAL 226/370	\$103
Percent of Crushed Particles (per size fraction)	CAL 205	\$173
Fine Aggregate Angularity	AASHTO T304, Method A	\$173
Flat and Elongated Particles (per size)	AASHTO D 4791	\$173
Combined Grading 1" through no. 200	CAL 201/202	\$184
Bin Grading (First 2 Bins)	CAL 201/202	\$184
Each Bin Thereafter		\$70
LP-9 (RAP) Burn	LP-9, CT382	\$113
ASPHALT		
Bulk Specific Gravity - Compacted Hot Mix Asphalt	CAL 308	\$55
Theoretical Max Specific Gravity (Rice)	CAL 309	\$201
LTMD (Set of 5)	CAL 375	\$400
Binder Content		
Ignition Oven Correction Factor	CAL 382	\$341
Ignition Oven	CAL 382	\$201
Solvent	AASHTO T164	\$254
Stability (Set of 3)	CAL 366	\$357
<u>Void Content</u>		
With Stability and Rice	CAL 367	\$38
CONCRETE & MASONRY		
Concrete Compression Test 6" x 12" or 4" x 8"	ASTM C39	\$38
Masonry or Grout Compression		\$55

Other Tests Quoted Upon Request