

RESOLUTION No. 18-349

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION TO AWARD A CONTRACT TO CONSTRUCTION MATERIALS ENGINEERS, INC., FOR ON-CALL MATERIALS TESTING AND INSPECTION SERVICES FOR VARIOUS PROJECTS FOR THE FISCAL YEAR 2018/19 BUDGET FOR A MAXIMUM AMOUNT NOT 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 Construction Materials Engineers, Inc., in the amount of \$40,000; and

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

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

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

- 1. Award a contract to Construction Materials Engineers, Inc., 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 Construction Materials Engineers, Inc.

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

> Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Ayes: Weston and Richard Anderson Noes: None. Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER Clerk of the Board of Supervisors

alter Gut unter

Edward Scoffield, Chair iel

7/24/2018 cc:

DPW* CME, Inc. AC*(release)

7/10/2018 cc:

DPW* AC* (Hold)

PERSONAL SERVICES CONTRACT County of Nevada, California

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

Construction Materials Engineers Inc.

(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 an	d Construction I	nspection Services		
	SUM	MARY OF MATE	RIAL 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 PC	LICIES		
Desigr	ate all required policies:			Req'd	Not Req'd
(§6) (§7)	Commercial General Liability Automobile Liability	(\$1,000,000)) Personal Auto Business Rated Commercial Policy	X	x
(§8) (§9)	Worker's Compensation Errors and Omissions (\$1,000	,000)		X X	
	LICENS	SES AND PREVA	ILING WAGES		

(§14) Designate all required licenses:

CA Civil Engineers License

NOTICE & IDENTIFICATION

(§26)	6) Contractor: Construction Materials Engineers Inc. 300 Sierra Manor Dr., Suite (Reno, NV 89511		County of Nevada: 950 Maidu Ave Nevada city, Ca 95959				
	Contact Person: Martin Crew (775) 851-8205 e-mail:mcrew@cmenv.com		Contact Person: Patrick Perkins (530) 265-1712 e-mail: Patrick.perkins@co.nevada,ca.us				
	Contractor is a: (check all that apply Corporation: Partnership: Person: EDD: Independent Contractor W	Calif., Calif., Indiv.,	X Other, Other, Dba,	LLC, LLP, Ass'n Yes	Lir Ot	Non-profit Limited Other No	
	HIPAA: Schedule of Required Provisions (Exhibit D): Yes			X No			
ATTACHMENTS							
Designa	Designate all required attachments:			Req'd	Not Req'd		
	 Exhibit A: Schedule of Services (Provided by Contractor) Exhibit B: Schedule of Charges and Payments (Paid by County) Exhibit C: Schedule of Changes (Additions, Deletions & Amendments) Exhibit D: Schedule of HIPAA Provisions (Protected Health Information) 			<u> </u>	X		

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 <u>Business Rated or a Commercial</u> **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 <u>Personal Auto</u> 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.

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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 legal entity during the last t

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**.

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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 of 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.

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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.

CONTRACT OR Name: M C sew Title: President

Dated: July 11, 2018

COUNTY OF NEVADA: Honorable Edward C. Scofield

Chair, Board of Supervisors

Dated:

Attest:

Julie Patterson Hunter Clerk of the Board



EXHIBIT "A"



300 Sierra Manor Drive, Suite 1 Reno, NV 89511

June 13, 2018

Mr. Pat Perkins **NEVADA COUNTY PURCHASING DIVISION** Eric Rood Administrative Center 950 Maidu Avenue Nevada City, CA 95959

RE: On Call Materials Testing and Inspection Services Scope of Work

Dear Mr. Perkins:

We will provide services as requested by the project engineer to support County staff. We anticipate that the Construction Quality Assurance services that we will be asked to provide during our on-call contract may include:

- Grading Observation and Testing
 - Compaction Testing (mass grading, utility trench backfill, etc.)
 - Procedural Specification Observation and Testing
 - Soil Specification Verification (gradiation, R-value, etc.)
 - Chemical Additives (lime, cement admixtures, etc.)
- Transportation Related Services
 - o Sampling of Highway Materials and Products
 - o Sample Preparation of Highway Materials for Laboratory Testing
 - Testing of Soil and Aggregates Used in Roadway Sections
 - Testing of Hot Mix Asphalt
 - o Testing of Asphalt Concrete Pavement
 - o Storm Water Pollution Prevention Plan Monitoring
- Special Inspection Services
 - o Concrete Field Testing
 - o Concrete Strength Testing
 - o Structural Concrete
 - o Structural Masonry
 - o Structural Steel and Welding

In addition to materials testing, we understand that we may be requested to provide on-call inspection or engineering support to address storm damage, landslide repairs, site stability review or other urgent support as may arise as part of County construction and maintenance.

Materials testing samples will be logged and categorized according to detailed instructions in the Quality Control Manual (QCM) and in accordance with industry standards. Samples delivered to our laboratory are inventoried and prepared for testing according to QCM procedures that adhere to guidelines set forth as part of our accreditation by CCRL, AMRL, DSA, USACE, and Caltrans.

EXHIBIT "A"

Mr. Pat Perkins **NEVADA COUNTY PURCHASING DIVISION** Eric Rood Administrative Center June 13, 2018 Page 2

Field activities will be documented on laptop computers in Daily Field Reports (DFRs) by engineering technicians, construction managers, or staff engineers while on site. The minimum information contained in each DFR includes name and place of project, date and time observations were made, names of personnel, descriptions of equipment on-site, weather, activities performed, activities or tasks requiring follow up attention, pertinent photos, and a summary of conforming and nonconforming work observed.

In addition to Daily Field Reports, a weekly written summary detailing work observed and any outstanding or non-conforming items can be provided over the duration of each project, as requested by the project engineer, allowing project management to easily track the level of inspections being performed and the contractor's adherence to the project specifications.

We appreciate this opportunity to provide our laboratory testing services. If you have any questions or require further information, please do not hesitate to contact us.

Sincerely,

CONSTRUCTION MATERIALS ENGINEERS, INC.

Justin V. Legg

Project Manager vledg@cmenv.com Direct: 775-737-7567 Mobile: 775-772-0658

JVL:jb

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EXHIBIT "B"



6980 Sierra Center Parkway, Sulte 90 Reno, NV 89511 Ph: 775-851-8205 Fx: 775-851-8593

July 1, 2017

STANDARD FEE SCHEDULE TESTING, INSPECTION, AND CONSTRUCTION ADMINISTRATION SERVICES

NON-PREVAILING WAGE PERSONNEL BILLING RATES

Clerical/Drafting Testing Technician Project Inspector – Level 1 Project Inspector – Level 2 Project Inspector – Level 3 Senior Project Inspector – Level 1 Senior Project Inspector – Level 2 Project Manager – Level 1 Project Manager – Level 2 Project Manager – Level 3 Project Manager – Level 3	\$ 80.00 90.00 100.00 120.00 130.00 140.00 155.00 170.00 185.00 200.00	per hour per hour
Professional Engineer / Principal	200.00	per hour

Note: Overtime is charged at 1.3 times the regular rate.

CALIFORNIA PREVAILING WAGE PERSONNEL BILLING RATES

	07-01-17 thru 06-30-18 (per hour)	07-01-18 thru 06-30-19 (per hour)
Group 4 – ACI (\$62.22 PWR)		
Straight Time	\$111.00 139.00	\$115.00 143.00
Overtime (first 4 hours) and Saturday Sunday/Holiday/After 12 Hours	167.00	171.00
2 nd Shift Straight Time	117.00	121.00
2 nd Shift Overtime (first 4 hours) and Saturday	149.00	153.00
2 nd Shift Sunday/Holiday/After 12 Hours	175.00	179.00
Group 3 – Soils / Asphalt (\$67.45 PWR)		
Straight Time	\$ 120.00	\$ 125.00
Overtime (first 4 hours) and Saturday	153.00	157.00
Sunday/Holiday/After 12 Hours	180.00	184.00
2 nd Shift Straight Time	128.00 164.00	142.00 168.00
2 nd Shift Overtime (first 4 hours) and Saturday 2 nd Shift Sunday/Holiday/After 12 Hours	190.00	194.00
Group 2 – Construction Inspector (\$73.59 PWR)		
Stralght Time	\$ 131.00	\$ 135.00
Overtime (first 4 hours) and Saturday	169.00	173.00
Sunday/Holiday/After 12 Hours	195.00	199.00
2 nd Shift Straight Time	140.00	144.00
2 nd Shift Overtime (first 4 hours) and Saturday	183.00	187.00
2 nd Shift Sunday/Holiday/After 12 Hours	210.00	214.00

EXHIBIT "B"

EQUIPMENT CHARGES

CBR (AASHTO T-193 - 3 point) Consolidation - 4 point - 1 rebound (Includes soll SG)

Consolidation - 4 point - 1 rebound (incl Direct Shear - 3 point (includes soil SG) Unconfined compression FHA Swell Test Swell Test (AASHTO T-116) Soll Resistivity pH Measurement

Ring Moisture Density Soluble Sulfates

Permeability Density Tests, sampling

\$ 10	.00 per hour
10	.00 per hour
60	.00 per hour
60	.00 per hour
30	.00 per hour
30	.00 per hour
50	.00 per day
30	.00 per day
100	.00 per day
20	.00 per hour
10	.00 per hour
30	.00 per test
300	.00 per day
10	.00 per hour
75	.00 each
	Quote
\$ 0.75	per mile or per hr. minimum
	per nr. minimum
150.00	per man per day
	Cost + 10%
	Cost + 10%
\$100.00 125.00 25.00 300.00 200.00 250.00 90.00 275.00 550.00	
	60 60 30 30 50 30 100 20 10 300 300 10 75 10.00 150.00 \$100.00 150.00 \$100.00 25.00 300.00 25.00 300.00 25.00 300.00 275.00

550.00 550.00 310.00 350.00

200.00

90.00 90.00 100.00 50.00

70.00

55.00

upon request hourly rate

Page 2 of 4

EX HIBIT "B"

AGGREGATE TESTING

Sieve Analysis	\$100.00
Plasticity Index	100.00
Dry Rodded Unit Weight of Aggregate	100.00
Specific Gravity and Absorption of Aggregate	100.00
Sand Equivalent	100.00
Clay Lumps and Friable Particles	100.00
Durability Index	130.00
Sodium Sulfate Soundness (1 sieve)	80.00
Organic Impurities	100.00
Lightweight Pieces in Aggregate	130.00
Mortar Making Properties of Sand (ASTM C87)	550.00
Cleanness Test of Aggregate	130.00
Flat and Elongated Particles	100.00 100.00
Fractured Faces	175.00
L.A. Abrasion	800.00
Potential Reactivity	hourly rate
Sampling, Material Preparation	nouny rate
CEMENT / CONCRETE / MASONRY TESTING	
Compressive strength of concrete cylinder	\$ 25.00
Flexural strength of concrete beams	90.00
Compressive strength of concrete cores	50.00
Compressive strength of gunite cylinder	50.00
Compressive strength of grout sample	25.00
Compressive strength of mortar cylinder	25.00
Unit weight of cylinder or core	55.00
Absorption, moisture and unit weight of masonry unit	75.00
Lineal shrinkage of masonry block	80.00
Compressive strength of masonry block	75.00
Efflorescence test of masonry units	75.00
Splitting tensile strength of concrete	75.00
Compressive strength of masonry prisms (8-inch)	125.00
Compressive strength of masonry prisms (12-inch)	150.00
Absorption of Concrete Cores	80.00
Concrete Shrinkage Beam	75.00
Young's Modulus of Elasticity per Age	100.00
Restrained Expansion Beam	100.00
Oven Dry Unit Welght of Concrete Cylinder	50.00
Rapid Chloride Permeability per Age	350.00
Hydraulic Cement Mortar Batch (ASTM C109)	200.00
Potential Alkali-Silica Reactivity (Accelerated Mortar Bar Method)	00.008
Concrete Mix Design	hourly rate
Sampling, Sample Preparation, Batch Plant Inspection, Cylinder Pickup	hourly rate
ASPHALT TESTING	
Asphalt Cement Content (Reflux Method)	\$ 275.00
Asphalt Cement Content (Non-Reflux Method)	125.00
Asphalt aggregate sieve analysis	100.00
Marshall Properties of asphalt concrete	200.00
Coating and stripping test	90.00
Swell test of asphaltic concrete	90.00
Unit weight of asphalt cores	75.00
Rice specific gravity	100.00
Index of Retained Strength	600.00
Ignition Oven Correction Factor Determination	250.00
Sampling Sample Preparation Batch Plant Inspection	hourly rate

Swell test of asphatic concrete Unit weight of asphalt cores Rice specific gravity Index of Retained Strength Ignition Oven Correction Factor Determination Sampling, Sample Preparation, Batch Plant Inspection

ASPHALT MIX DESIGN

Marshall mix design from bin samples/point	\$ 500.00
Hveem mix design from bin samples/point	500.00
Open grade mix design from bln samples	700.00
Hveem Stabllometer (1 point)	250.00
Sampling, Sample Preparation	hourly rate

hourly rate

STRUCTURAL STEEL/FIREPROOFING

Density Determination of fireproofing Sampling and Thickness determination of fireproofing Bend test of weld Tensile test of steel or weld Macroetch	\$ 80.00 hourly rate 50.00 85.00 100.00	
NONDESTRUCTIVE EXAMINATION		
Level III Services Visual, Magnetic Particle, Liquid Penetrant, Ultrasonic Examinations Welder Qualifications Procedure Qualifications Welder Qualification Update Magnetic Particle, Liquid Penetrant, Ultrasonic Examination Welder Qualification Test Procedure Visual Weld Inspection	165.00 125.00 325.00 375.00 150.00 hourly rate hourly rate hourly rate	per hour per hour each each each

EXHIBIT "B"

NOTE:

Visual Weld Inspection

Quoted prices are available upon request for a variety of miscellaneous laboratory and field testing as well as for complete testing and observation programs.

Test prices shown are for laboratory work only and include reporting routine results. Sampling, recommendations, conclusions, comments and reports are billed at the hourly rate. An additional service fee of 20% will be added to all rush orders.