

OHLONE COMMUNITY COLLEGE DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Douglas Treadway

DATE: June 8, 2005

SUBJECT: Award of Contract for Special Investigation and Materials Testing (Newark)

Ohlone College received seven (7) responses to the request for proposals for testing and inspection services for the Newark Center project.

After a screening process based on qualifications, the following four firms were interviewed on May 12, 2005: Consolidated Engineering Laboratories, Construction Testing Services, Earth Systems Consultants, and Smith-Emery Company.

All four firms are well qualified to provide testing and inspection services for this project. Consolidated Engineering Laboratories exhibited the best understanding of the required testing and inspection services necessary to address the project.

Consolidated Engineering Laboratories proposes to provide testing and inspection services for a sum not to exceed \$137,143.26.

There are sufficient funds in the Newark Center construction budget for testing and inspection services.

RECOMMENDATION

The President/Superintendent recommends the Board of Trustees authorize a contract with Consolidated Engineering Laboratories for Testing and Inspection Services for the Newark Center for Health Sciences and Technology in an amount not to exceed \$137,143.26

Attachment: Contract 206-0505-001

AGREEMENT FOR CONSULTANT SERVICES

Special Inspection and Material Testing Services
Newark Center for Health Sciences and Technology
Contract Number: 206-0505-001

This Agreement for Consultant Services ("Agreement") is entered into this 8th day of June, 2005 by and between Ohlone Community College District ("District") and **Consolidated Engineering Laboratories ("Consultant")**. This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, the District desires to obtain certain consulting services, ("Consultant Services") as more particularly identified and described in Addendum No. 1 to this Agreement.

WHEREAS, Consultant is duly qualified and capable of providing and performing the Consultant Services set forth herein and in Addendum No. 1; if any portion of the Consultant Services require, by applicable law, rule or regulation, that Consultant be licensed to provide the Consultant Services, Consultant is and will be properly licensed at all times while providing such Consultant Services.

WHEREAS, on or about April 21, 2005, the District issued a Request for Qualifications/Proposal ("RFP") pursuant to which the District solicited responses from Consultants to provide the Consultant Services described in the RFP and in this Agreement; by this reference, the RFP is incorporated herein.

WHEREAS, on or about May 5, 2005, the Consultant submitted a response to the RFP ("the RFP Response"), which is incorporated herein by this reference.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Consultant agree as follows:

AGREEMENT

CONSULTANT SERVICES

Scope of Consultant Services. The Consultant Services are those set forth in Addendum No. 1 to this Agreement. The Consultant will identify specific personnel who will be assigned Consultant Services along with a description of the Consultant Services to be performed or provided by personnel identified by the Consultant. Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District's approval and other approvals required by applicable law, rule or regulation. Except as set forth in this Agreement or Addendum No. 1, the Consultant shall provide all materials, tools and other items necessary to complete the Consultant Services and authorized Additional Consultant Services.

Additional Consultant Services. Services not included in the Consultant Services are Additional Consultant Services. Without invalidating this Agreement, the District may make changes to the Consultant Services by adding, deleting or modifying the Consultant Services described in Addendum No. 1 by written notice to the Consultant. If Additional Consultant Services are authorized by the District, which do not result from the Consultant's fault or neglect, the Consultant will be compensated for authorized Additional Consultant Services in accordance with this Agreement.

Consultant Standard of Care. The Consultant Services and authorized Additional Consultant Services; if any, shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care; and (c) in accordance with applicable laws, rules and regulations. The Consultant acknowledges that the Consultant Services may be provided and performed in conjunction with other services provided by other parties relating to the same subject matter. Accordingly, Consultant acknowledges and agrees that the Consultant Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of services under this Agreement and services of others relating to the subject

matter of this Agreement. The Consultant is liable to the District for the consequences of its failure to provide, perform and/or complete the Consultant Services or authorized Additional Consultant Services in an untimely manner.

Consultant as Independent Contractor; Limited Consultant Agency. In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement and Addendum No. 1 hereto set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct, which exceed the express limited scope of the Consultant to act on behalf of the District.

CONTRACT PRICE.

Contract Price for Consultant Services. The basis of the District's payment of the Contract Price for the Consultant Services shall be in accordance with Addendum No. 1. Except for allowable Reimbursable Expenses, if any, pursuant to Addendum No. 1, the Contract Price set forth in Addendum No. 1 for the Consultant Services represents the full amount due from the District to the Consultant for the Consultant Services, including the Consultant's fee, personnel expenses (including all benefits and burdens), travel for the Consultant, its employees and others providing any part of the Consultant Services to and from their respective offices/homes and the Site and the District's Administrative Offices, travel within the **Counties of Santa Clara, San Mateo, San Francisco, Contra Costa and Alameda**, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with this Agreement.

Additional Consultant Services. If the District authorizes Additional Consultant Services, the District's payment of such Additional Consultant Services shall be based upon a mutually agreed upon lump sum fixed price. If mutual agreement is not reached, authorized Additional Consultant Services will be compensated based upon the time reasonably necessary to complete the authorized Additional Consultant Services multiplied by the applicable personnel hourly rate set forth in Exhibit A to this Agreement.

Reimbursable Expenses. The extent to which any expenses are set forth in Addendum No. 1 as allowable Reimbursable Expenses, the Consultant will be paid the direct actual costs (including credits for trade discounts) of the allowable Reimbursable Expense.

Consultant Billings for Payment of Contract Price. During the course of providing Consultant Services, Consultant shall submit monthly billing invoices to the District for payment of the Contract Price for Consultant Services, authorized Additional Consultant Services and allowable Reimbursable Expenses performed or incurred in the immediately prior month. Consultant's billings shall be in such form and format as may be reasonably requested by District.

District Payment of Contract Price. Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, authorized Additional Consultant Services and allowable Reimbursable Expenses. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

Consultant's Payments. The Consultant shall promptly pay its employees, Sub-Consultants, if any, and others performing or providing Consultant Services or authorized Additional Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services or authorized Additional Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services or authorized Additional Services, the obligation for compliance rests solely with the Consultant.

INSURANCE; INDEMNITY

Consultant Insurance. At all times during performance of Consultant Services and authorized Additional Consultant Services, the Consultant shall maintain policies of insurance in the minimum coverage amounts set forth in Addendum No. 1 to this Agreement.

Workers Compensation and Employers Liability Insurance. The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

Commercial General Liability Insurance. The Commercial General Liability and Property Insurance shall cover the types of claims set forth below which may arise out of or result from services under this Agreement and for which Consultant may be legally responsible: (a) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (b) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (c) claims for damages insured by usual personal injury liability coverage; (d) claims for damages, arising out of injury to or destruction of tangible property, including loss of use resulting therefrom; (e) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (f) contractual liability insurance applicable to obligations under this Agreement. District shall be an additional named insured to Consultant's commercial general liability insurance policy.

Professional Liability Insurance. If required by Addendum No. 1 to this Agreement, the professional liability insurance shall cover liabilities arising out of the performance of services under this Agreement.

Policy Endorsements; Evidence of Insurance. Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

District General Liability Insurance. The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.

Indemnity.

Consultant Indemnity of District. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Consultant's employees arising out of this Agreement; (b) injury or death of persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or wilful acts, omissions, errors and/or other conduct negligent of Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorneys fees and costs incurred by the District and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

District Indemnity of Consultant. The District shall indemnify and hold harmless Consultant from all claims arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District.

TERMINATION; SUSPENSION

Termination for Default. Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (a) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (b) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services, authorized Additional Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Consultant shall remain responsible and liable to District for all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services, Reimbursable Expenses or authorized Additional Consultant Services.

District Right to Suspend. The District may, in its discretion, suspend all or any part of the Consultant Services hereunder; provided, however, that if the District shall suspend Consultant Services for a period of sixty (60) consecutive days or more and such suspension is not caused by the Consultant's default or the acts or omissions of Consultant or its Sub-Consultants, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Consultant, if any, as a direct result of the suspension and resumption of Consultant Services hereunder.

District Termination For District Convenience. The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services, authorized Additional Consultant Services or allowable Reimbursable Expenses provided or incurred through the effective date of termination plus actual costs incurred by Consultant directly attributable to such termination. Except as set forth above, the Consultant shall not be entitled to other compensation if the District exercises the right to terminate hereunder.

Consultant Suspension of Consultant Services. If the District shall fail to make payment of the Contract Price when due Consultant hereunder, Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received. In such event, Consultant shall have no liability for any delays or additional costs of Project design or construction due to, or arising out of, such suspension.

Consultant Obligations Upon Termination. Upon the District's exercise of the right of termination hereunder, the Consultant shall take action as directed by the District relative to on-going preparation of the Design Documents or Project construction. If requested by the District, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, Consultant Deliverables and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

MISCELLANEOUS

Governing Law; Interpretation. This Agreement shall be governed and interpreted in pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the

District or Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

Time. Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.

Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Consultant and the District. Neither Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

Ownership. Records, documents and other materials generated or received by Consultant in the course of performing services hereunder shall be delivered to the District upon completion of the Consultant Services hereunder. Consultant may, at its sole cost, make copies of such records for its own files. All work product of the Consultant generated during the course of providing Consultant Services, whether tangible or intangible, shall be deemed the sole property of the District.

Notices. Notices under this Agreement to the Consultant shall be addressed and delivered as set forth in Addendum No. 1. Notices to the District shall be addressed and delivered as follows:

Marian Castaneda
Ohlone Community College District
43600 Mission Blvd
Fremont, CA 94539

Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.

Disputes.

Consultant Continuation of Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due Consultant, notwithstanding any disputes between District and Consultant hereunder, Consultant shall continue to provide and perform Consultant and authorized Additional Services pending a subsequent resolution of such disputes.

Mandatory Mediation. All claims, disputes and other matters in controversy between the Consultant and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Consultant commencing arbitration proceedings pursuant to the following Paragraph.

Arbitration. All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of the AAA Commercial Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. If any claim or dispute is asserted by others providing services in connection with the subject matter of this Agreement and such other claim or dispute arises in whole or in part out of this Agreement or the services provided by or through the Consultant hereunder, Consultant and District agree that any arbitration proceedings initiated between Consultant and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute. Any arbitration hereunder shall be conducted in the AAA Regional Office closest to the District's administrative offices.

Entire Agreement. The foregoing constitute the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Consultant. If there is any conflict or inconsistency between the terms of this Agreement or the terms of Addendum No. 1 and the RFP Response, the terms of this Agreement and/or terms of Addendum No. 1 shall govern and prevail over the RFP Response. This Agreement, the accompanying Conditions and

the documents enumerated below, if any, are all of the documents forming a part of the Agreement.

Addendum No. 1
Exhibit A
RFP
RFP Response

Rate Schedule dated May 26, 2005
#206-0505
Dated May 5, 2005

IN WITNESS WHEREOF, the District and Consultant have executed this Agreement as of the date set forth above.

**DISTRICT
OHLONE
COMMUNITY COLLEGE DISTRICT**

**CONSULTANT
Consolidated Engineering Laboratories**

By: _____
Marian Castaneda, Director of Purchasing,
Contract Administration and Auxiliary Services

By: _____

Printed
Name: _____

Date: _____

Title: _____

Date: _____

ADDENDUM NO. 1
TO AGREEMENT FOR CONSULTANT SERVICES BETWEEN
OHLONE COMMUNITY COLLEGE DISTRICT AND
Consolidated Engineering Laboratories
Contract Number 206-0505-001

This Addendum No. 1 modifies terms and conditions of the Agreement for Consultant Services (“Agreement”) between Ohlone Community College District (“District”) and **Consolidated Engineering Laboratories (“Consultant”)**.

1. **Consultant Services.** Consultant Services under the Agreement consist of the following:

Special Inspection and Material Testing Service for the construction of the Ohlone College Newark Center for Health Sciences and Technology, Located in the city of Newark, California as per the scope described in RFQ/P #206-0505 and by the direction of Mr. Simon Barros, Director of Facilities.

2. **Contract Price.** The Contract Price for the Consultant Services shall be based upon the following:

HOURLY BILLINGS WITH MAXIMUM CONTRACT PRICE

The Contract Price for the Consultant Services shall be based upon the personnel hours to provide Consultant Services multiplied by the applicable hourly rate for the Consultant’s personnel set forth in Exhibit A to the Agreement. The foregoing notwithstanding, the District’s payment of the Contract Price for Consultant Services shall not exceed **\$137,143.26**.

3. **Reimbursable Expenses.** Allowable Reimbursable Expenses are limited to actual cost.
4. **Consultant Deliverables.** The Consultant shall provide, as part of the Consultant Services, the following tangible items of Consultant Deliverables: As Per RFP 206-0505. Unless otherwise provided in this Addendum No. 1 or by mutual agreement of the District and the Consultant, concurrently with the Consultant’s delivery of Consultant Deliverables to the District, which are written or graphic in nature, the Consultant shall also provide the District with electronic files of the same.
5. **Schedule for Completion of Consultant Services.** The Consultant Services shall be performed and completed in accordance with the schedule noted below. The Consultant shall be liable to the District for all consequences of the Consultant’s failure to timely and completely perform Consultant Services.

As Per RFP 206-0505

Estimated Construction Schedule: June 1, 2005 – September 1, 2007

6. **Insurance.**

Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant and its Sub-Consultants, if any, shall be as follows:

Workers Compensation	In accordance with applicable law
Employers Liability	\$1,000,000.00
Commercial General Liability (including coverage for bodily injury, death, property damage and motor vehicle liability)	
Per Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00
Professional Liability	
Per Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00

7. Notices to Consultant.

Notices from the District to the Consultant shall be addressed as follows:

**Mr. Cal Dickerman, Vice President
Consolidated Engineering Laboratories
2001 Crow Canyon Road, Suite 100
San Ramon, CA 94583-5387**

- 8. **District Provided Facilities/Services for Consultant.** The District will furnish or cause to be furnished for use by the Consultant in performing Consultant Services and authorized Additional Consultant Services the following facilities, services or other items: As Per RFP 206-0505. Except for the facilities, services and items identified above, the Consultant shall, without adjustment of the Contract Price hereunder, provide or furnish all other facilities, services and other items necessary for completion of the Consultant Services and authorized Additional Consultant Services.
- 9. **No Other Modification to Agreement.** Except as set forth in this Addendum No. 1, no other term, condition or covenant of the Agreement is modified and other terms, conditions and covenants of the Agreement remain in full force and effect.

DISTRICT
Ohlone Community College District

By: _____
Marian Castaneda, Director of Purchasing,
Contract Administration and Auxiliary Services

Date: _____

CONSULTANT
Consolidated Engineering Laboratories

By: _____

Name: _____

Title: _____

Date: _____



May 26, 2005

Mr. Simon Barros
Ohlone Community College District
Director of Facilities, Building 10
43600 Mission Boulevard
Fremont, CA 94539

Subject: *Ohlone College, Center for Health Sciences and Technology; Newark Campus
CEL #10-00842PW
Materials Testing and Special Inspection Cost*

Dear Mr. Barros:

Pursuant to our meeting Wednesday May 18, 2005, attached is the estimated cost for Materials Testing and Special Inspections for the Newark Campus Center for Health Sciences and Technology Building.

This cost is a revision of the original cost submitted in our Request for Qualifications Package submitted to the College May 5, 2005. This cost was assembled after a complete review of the project plans and specifications and our discussions.

As we discussed, and has been confirmed by Treadwell & Rollo, Geotechnical Engineer, they will be performing all of the compaction testing. Also, the plans are 100% complete they have not completely been approved by DSA. Should CEL be requested to perform compaction testing or should DSA add additional scopes to the Testing and Inspection requirements, this would affect our budget estimates. Should additional services be requested the unit rates are attached as well. CEL will provide you with an estimated cost should services be requested. As discussed, CEL will hold the unit rate cost for the duration of the project.

I would like to take this opportunity to thank Ohlone College for selecting Consolidated Engineering Laboratories as your Materials Testing Laboratory for this project. Ohlone College is a valued client of CEL and we will aspire to continue to provide you with the very best in Testing and Inspection services. We look forward to another successful project with Ohlone.

Should you have any questions or if I may be of further assistance, please call.

Sincerely,

CONSOLIDATED ENGINEERING LABORATORIES

A handwritten signature in blue ink, appearing to read 'Cal Diekerman', is written over a horizontal line.

Cal Diekerman
Vice President

CD/dag

2001 Crow Canyon Road, Suite 100 • San Ramon, CA 94583-5387 • Tel. 925 314-7100 • FAX 925 855-7140



**OHLONE COLLEGE
CENTER FOR HEALTH SCIENCES AND TECHNOLOGY
NEWARK, CALIFORNIA
PRICING**

<i>Description</i>	<i>Quantity</i>	<i>Unit Rate</i>	<i>Subtotals</i>
REINFORCED CONCRETE			
Mix Design Review	4 Each	\$ 75.00	\$ 300.00
Sampling & Tagging Reinforcing Steel	32 Hours	\$ 40.00	\$ 1,280.00
Tensile Test	20 Each	\$ 35.00	\$ 700.00
Bend Test	20 Each	\$ 35.00	\$ 700.00
Reinforcing Steel / Concrete Placement	180 Hours	\$ 58.00	\$ 10,440.00
Concrete Sampling Technician (Elevated Decks)	32 Hours	\$ 58.00	\$ 1,856.00
Batch Plant Inspection	180 Hours	\$ 58.00	\$ 10,440.00
Compression Tests (5 cylinders/50 cyds)	200 Cylinders / Sets	\$ 27.00	\$ 5,400.00
Sample Pick-Ups	30 Trips	\$ 40.00	\$ 1,200.00
SUBTOTAL:			\$ 32,316.00
STRUCTURAL STEEL INSPECTION			
Welding Procedure Specification Review	4 Each	\$ 50.00	\$ 200.00
Shop Fabrication Inspection - Day Shift	320 Hours	\$ 50.00	\$ 16,000.00
Shop Fabrication Inspection - Swing Shift	200 Hours	\$ 58.00	\$ 11,600.00
Shop Fabrication Inspection - Day Shift Overtime	100 Hours	\$ 75.00	\$ 7,500.00
Shop Fabrication Inspection - Swing Shift Overtime	100 Hours	\$ 87.00	\$ 8,700.00
Field Welding Inspection	400 Hours	\$ 58.00	\$ 23,200.00
Assistant - Field Welding Inspection	100 Hours	\$ 58.00	\$ 5,800.00
SUBTOTAL:			\$ 73,000.00
MISCELLANEOUS STEEL WELDING			
Shop Fabrication Inspection	80 Hours	\$ 50.00	\$ 4,000.00
Field Welding Inspection	100 Hours	\$ 58.00	\$ 5,800.00
SUBTOTAL:			\$ 9,800.00
EPOXY GROUTED DOWELS / WEDGE ANCHORS			
Proofload Testing	60 Hours	\$ 58.00	\$ 3,480.00
SUBTOTAL:			\$ 3,480.00
FIREPROOFING			
Thickness Verification/Sampling	56 Hours	\$ 58.00	\$ 3,248.00
Density Tests	20 Each	\$ 45.00	\$ 900.00
SUBTOTAL:			\$ 4,148.00
MISCELLANEOUS			
Overtime Contingency - 10% of Labor			\$ 10,104.80
Final Affidavit			\$ 300.00
Project Engineering and Management 3%			\$ 3,994.46
SUBTOTAL:			\$ 14,399.26
MAN-HOURS	1,940		GRAND TOTAL: \$ 137,143.26

Ohlone Ctr for Health Sci. and Tech -- Rev Pricing 5-26-05



**RATE SCHEDULE
CONSTRUCTION INSPECTION AND MATERIALS TESTING**

Effective January 1, 2005 through January 1, 2006

Prepared for:

Ohlone College

Center for Health Sciences and Technology

Newark, California

CEL #10-00842PW

PERSONNEL	UNIT RATE	UNIT
Principal	\$ 168.00	hour
Senior Engineer	\$ 147.00	hour
Project Engineer	\$ 126.00	hour
Staff Engineer	\$ 105.00	hour
Field Engineer	\$ 95.00	hour
Inspector/Field Technician	\$ 58.00	hour
SPECIAL SERVICES	UNIT RATE	UNIT
Soils Inspector with Nuclear Gauge	\$ 90.00	hour
Windsor Probe Tests (probes extra)	\$ 90.00	hour
Pachometer	\$ 90.00	hour
High-Strength Bolting	\$ 58.00	hour
In-Place Brick Shear Tests (Masonry) - Two-Person Crew (4-hour minimum)	\$ 163.00	hour
Pull-Out Tests (Proof Loading)	\$ 58.00	hour
Ultrasonic Testing of Weldments	\$ 89.00	hour
Glu-Lam Fabrication	\$ 91.00	hour
Floor Flatness Testing:		
- Surveying/Inspection	\$580.00/half day; \$840.00	day
- Profileograph	\$ 1,050.00	day
SOILS AND BASE MATERIALS	UNIT RATE*	UNIT
Moisture/Density Curve		
Standard Proctor ASTM D 698	\$ 259.00	each
Modified Proctor ASTM D 1557/AASHTO T180	\$ 281.00	each
Checkpoint	\$ 127.00	each
California Impact, Cal 216	\$ 281.00	each
Sieve Analysis	\$ -	
Bulk Sample Gradation, ASTM C 136/Cal 202	\$ 110.00	each
Material Finer than #200 Sieve, ASTM C 117	\$ 56.00	each
Soil Mechanics	\$ -	
Soil Classification, ASTM D 2487	\$ 336.00	each
"R" Value, ASTM D 2844/Cal 301	\$ 303.00	each
Plasticity Index (Atterburg Limits), ASTM D 4318/Cal 204	\$ 160.00	each
Sand Equivalent, ASTM D 2419/Cal 217	\$ 105.00	each
Compression, Cement Treated Base (Including Preparation), Cal 312	\$ 161.00	each
Particle Size Analysis ASTM D 422	\$ -	
Hydrometer Minus #200	\$ 176.00	each
Sieve Analysis/Hydrometer	\$ 281.00	each
AGGREGATES	UNIT RATE*	UNIT
Sieve Analysis		
Bulk Sample Gradation (coarse or fine), ASTM C 136	\$ 110.00	each
Material Finer than #200 Sieve, ASTM C 117	\$ 56.00	each
Bulk Sample Gradation, Cal 202	\$ 161.00	each
Specific Gravity (coarse), ASTM C 127/Cal 206	\$ 78.00	each
Specific Gravity (fine), ASTM C 128/Cal 207	\$ 83.00	each
Absorption, Sand or Gravel, ASTM C 127/ASTM C 140	\$ 66.00	each
Organic Impurities in Concrete Sand, ASTM C 88	\$ 66.00	each
L.A. Rattler, ASTM C 131 or C 535/Cal 211	\$ 281.00	each
Sulfate Soundness (per sieve), ASTM C 88	\$ 116.00	each
Unit Weight of Aggregates, ASTM C 29	\$ 78.00	each
Hardness, ASTM D 1865	\$ 110.00	each
Crushed Particles, Cal 205	\$ 149.00	each
Cleaness Value, Cal 227	\$ 110.00	each
Durability ASTM D 3744/Cal 229	\$ 110.00	each
Moisture Content of Aggregate ASTM C 29	\$ 56.00	each



**RATE SCHEDULE
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	UNIT RATE*	UNIT
ASPHALTIC CONCRETE		
Hveem Compaction (including sample preparation), Cal 366, per point	\$ 166.00	each
Hveem Compaction (premixed sample), Cal 304, per point	\$ 138.00	each
Stabilometer Value, Cal 366, per point	\$ 56.00	each
Bitumen Content (extraction), ASTM D 2172	\$ 166.00	each
Bitumen Content (extraction), Cal 310/Cal 382 Ignition Furnace	\$ 188.00	each
Gradation of Extracted Sample, ASTM C 136/Cal 202	\$ 160.00	each
Unit Weight of Compacted Asphaltic Concrete, ASTM D 2726/Cal 308	\$ 49.00	each
Unit Weight of Compacted Asphaltic Concrete, (Paraffin Coated) ASTM D 1188	\$ 78.00	each
Marshall Compaction (including sample preparation), set of 3, ASTM D 1559	\$ 353.00	each
Marshall Compaction (premixed sample), set of 3, ASTM D 1559	\$ 287.00	each
Marshall Flow and Stability, per point, ASTM D 1559	\$ 56.00	each
Maximum Theoretical Specific Gravity (Rice Gravity), ASTM D 2041	\$ 149.00	each
Swell of Bituminous Mixtures, Cal 304/305	\$ 188.00	each
Caltrans Complete Asphaltic Concrete Test (Hveem Compaction, Stabilometer Value, Extraction Gradation, Unit Weight), Average of Two Biscuits	\$ 799.00	each
ASPHALTIC CEMENT		
Penetration of Bituminous Materials at 77°F, ASTM D5/AASHTO T49	\$ 71.00	each
Penetration of Bituminous Materials at 32°F to 158°F, ASTM D 5/AASHTO T49	\$ 100.00	each
Kinematic Viscosity of Asphalt, ASTM D 2170/AASHTO T201	\$ 160.00	each
Absolute Viscosity of Asphalt, ASTM D2170/AASHTO T201	\$ 166.00	each
Viscosity (Asphalt Institute Method)	\$ 188.00	each
Rolling Thin Film Test, ASTM 2872/Cal 346/AASHTO T240	\$ 166.00	each
Residue by Evaporation, ASTM D244/AASHTO T59	\$ 210.00	each
Extraction and Recovery, ASTM D2172/ASTM D 1856	\$ 678.00	each
GEOTEXTILE FABRIC		
Tensile Strength by Grab Method	\$ 370.00	each
Puncture Resistance, Index, ASTM D 4833	\$ 254.00	each
Trapezoidal Tear	\$ 281.00	each
Mass Per Unit Area, ASTM D 3776	\$ 188.00	each
Simulated Asphalt Retention, ASTM D 4830	\$ 463.00	each
Unit Weight Analysis, ASTM S 2329	\$ 39.00	each
Ply Count and Void Analysis, ASTM D 2329	\$ 110.00	each
CEMENT		
Storage of Grab Sample, 60 days	\$ 22.00	each
Cement Content of Hardened Concrete, ASTM C 1084	\$ 2,354.00	each
CONCRETE		
Concrete Mix Design Review	\$ 75.00	each
Trial Batches, Prepared in Laboratory	\$ 843.00	each
Shrinkage, set of 3, ASTM C157, Cal 530	\$ 386.00	each
Compression, 6X12 Cylinders, ASTM C 39, Cal 521	\$ 27.00	each
Compression, Core (including end preparation), ASTM C 42	\$ 93.00	each
Compression, 3X6 Cylinders Lightweight Insulating Concrete, ASTM C 495	\$ 27.00	each
Compression, 2X2 Cubes, each age, ASTM C 109	\$ 49.00	each
Molds, 6X12 Concrete		No Charge
Cylinders, Stored 60 days (hold cylinders)	\$ 27.00	each
Splitting Tensile, 6X12 Cylinders, ASTM C 496	\$ 66.00	each
Unit Weight of Concrete Cylinders, ASTM C 567	\$ 39.00	each
Unit Weight of Lightweight Insulating Concrete, ASTM C 495	\$ 49.00	each
Compression Test of Lightweight Insulating Concrete, ASTM C 495	\$ 27.00	each
Flexural Strength of Concrete, ASTM C 78 or C 495	\$ 160.00	each
Shotcrete Panel, Up to 4 Cores (including compression), ASTM C 42	\$ 314.00	each
Chloride Ion Content, AASHTO T260	\$ 138.00	each
Emission of Moisture through Concrete	\$ 93.00	each



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GFRC PANEL TEST		
Flexural Testing, per P.C.I Recommended Practice	\$ 71.00	each
Pullout Testing of Anchors, per P.C.I. Recommended Practice	\$ 116.00	each
REINFORCING STEEL - ASTM A 615		
Tensile Strength and Bend Test		
Samples, Size #3 - #10	\$ 35.00	each
Samples, Size #11	\$ 138.00	each
Samples, Size #14	\$ 336.00	each
Samples, Size #18 (Full Section)	\$ 419.00	each
PRESTRESSING STEEL - ASTM A 416		
Uncoated 7 Wire Strand, 1/4" to 1/2"		
Yield Strength, Breaking Strength, and Elongation (Note: for Vinyl Coated Strands, (add \$ 25.00 per test; for Modulus of Elasticity, add \$ 25.00 per test)	\$ 298.00	each
Breaking Strength Only	\$ 193.00	each
MASONRY		
Concrete Blocks		
Compression, Gross Area, ASTM C 140	\$ 93.00	each
Compression, Gross Area, Unusual Shape, ASTM C 67	\$ 78.00	each
Compression, Net Area, ASTM C 140	\$ 78.00	each
Absorption and Moisture, ASTM C 140	\$ 110.00	each
Linear Shrinkage, ASTM C 426	\$ 198.00	each
Bricks		
Absorption, with saturation Coefficient, ASTM C 67	\$ 93.00	each
Compression, ASTM C 67	\$ 78.00	each
Modulus of Rupture, ASTM C 67	\$ 78.00	each
Compression, Grout Prisms, ASTM C 39	\$ 39.00	each
Compression, Mortar Cylinders, ASTM C 39	\$ 39.00	each
Compression, Composite Prisms, ASTM E 447	\$ 160.00	each
Compression, Masonry Core, ASTM C 140	\$ 66.00	each
Shear, Masonry Core, CCR Title 24	\$ 100.00	each
Mortar Molds, ASTM C 470		No Charge
STRUCTURAL STEEL (mild steel not over one inch thick)		
Tensile Strength, ASTM A 370 (test only)		
Samples, Under 1-1/2 square inch in cross section	\$ 110.00	each
Samples, 1-1/2 square inch and over in cross section	\$ 116.00	each
Bending		
High Strength Bolts, Nuts, and Washers, ASTM A 325, A 490, A 449		
Bolts Proof Load or Ultimate	\$ 93.00	each
Nuts Proof Load	\$ 56.00	each
Washers Proof Load	\$ 27.00	each
Hardness (Rockwell)	\$ 27.00	each
WELDMENT TESTING (mild steel not over one inch thick)		
Transverse Tensile		
Transverse Tensile	\$ 110.00	each
Transverse Side Bend		
Transverse Side Bend	\$ 78.00	each
Transverse Root and Face Bend		
Transverse Root and Face Bend	\$ 78.00	each
Macrotech		
Macrotech	\$ 78.00	each
0.505" Tensile Specimen		
0.505" Tensile Specimen	\$ 116.00	each
Charpy V-Notch Specimen		
Charpy V-Notch Specimen		Quotation on Request
NONDESTRUCTIVE TESTING		
Radiography		
Consultation		
Consultation	\$ 100.00	hour
One-Person Crew		
One-Person Crew	\$ 89.00	hour
Two-Person Crew		
Two-Person Crew	\$ 168.00	hour
Film		
Film		Quotation on Request



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Magnetic Particle Level III (ASNT)	\$	100.00	hour
Magnetic Particle Level II (ASNT)	\$	89.00	hour
Ultrasonic Level III (ASNT)	\$	100.00	hour
Ultrasonic Level II (ASNT)	\$	89.00	hour
Dye Penetrant Level III (ASNT)	\$	100.00	hour
Dye Penetrant Level II (ASNT)	\$	89.00	hour
CORING SERVICES		UNIT RATE	UNIT
Coring Machine Operator	\$	105.00	hour
Helper (add per hour)	\$	60.00	hour
Diamond Drill Bit Charges, per inch to 5"	\$	7.00	inch
Diamond Drill Bit Charges, per inch 6" and over			Quotation on Request
Compression of Core, ASTM C 42	\$	93.00	each
ROOFING		UNIT RATE*	UNIT
Ply Count and Asphalt by Difference, ASTM D 2829	\$	132.00	each
Weight Analysis, ASTM D 2829	\$	49.00	each
FIREPROOFING		UNIT RATE*	UNIT
Density of Sprayed on Fireproofing, ASTM E 605/UBC 43-8	\$	56.00	each
Cohesion/Adhesion, ASTM E 736	\$	93.00	each
FIRE/LIFE SAFETY SYSTEMS		UNIT RATE*	UNIT
Fire/Life Safety Systems Inspection	\$	95.00	each
Mechanical Engineer	\$	147.00	each
Staff Engineer	\$	131.00	each
Final Affidavit (Request 6 Working Days Advance Notice)			Quotation on Request
Fiberwrap Testing (ASTM D3039)	\$	578.00	set
SPECIALTY GEOTECHNICAL TESTING		UNIT RATE	UNIT
ASTM D1140	\$	49.00	each
Consolidation (ASTM D2435, D4546)	\$	176.00	each
Time-Consolidation (ASTM D2435)	\$	78.00	each
Collapse/Swell (ASTM D4546)	\$	93.00	each
Unconfined Compressive Strength (ASTM D2166)	\$	110.00	each
Direct Shear (3 pt.)	\$	1,009.00	each
California Bearing Ratio, 1 pt. (ASTM D1883)	\$	204.00	each
California Bearing Ratio, 3 pt. (ASTM D1883)	\$	551.00	each
Water Soluble Sulfate	\$	56.00	each
pH (ASTM D4972)	\$	39.00	each
Lab Resistivity	\$	93.00	each
Other Laboratory Testing			Quotation on Request
MISCELLANEOUS GEOTECHNICAL CHARGES		UNIT RATE	UNIT
Vehicle Charges (Over 40-Mile Radius)			
Truck, 2-Wheel Drive	\$	0.50	mile
Truck, 4-Wheel Drive	\$	0.60	mile
All Other Direct Project Expenses (such as contract drilling and backhoe services, special equipment rental, commercial travel, protective clothing, shipping, etc.)			Cost + 15%
Clerical Services	\$	78.00	hour
MISCELLANEOUS TESTS & INSPECTIONS		UNIT RATE	UNIT
Calibration of Hydraulic Rams	\$	210.00	each
Universal Testing Machine with Technician	\$	193.00	hour
Instron Testing Machine with Technician	\$	160.00	hour
Windsor Test Probes			Quotation on Request
Welder Qualifications	\$	110.00	each
Expert Witness	\$	2,426.00	day
Laboratory Technician	\$	88.00	hour



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BASIS OF CHARGES	UNIT RATE	UNIT
<i>The proposed unit rates will be in effect through January 1, 2006. Thereafter, the unit rates are subject to an annual increase of seven percent (7%) per year to mitigate the annual operating cost increases.</i>		
Work Over 8 Hours per Day, or on Saturdays		Time and One-Half
Work Over 12 Hours		Double Time
Work on Sundays/Holidays		Double Time
Swing or Graveyard Shift Premium	\$ 8.00	hour
Work from 0 to 4 Hours		4-hour Minimum Billing
Work from 4 to 8 Hours		8-hour Minimum Billing
Show-Up Time		2-hour Minimum Billing
Sample Pick-Up	\$ 30.00	trip
Laboratory Testing - Rush Fee		Add 50% to Testing Cost
Final Affidavit per each Applicable Permit (Request 6 Working Days Advance Notice)	\$315.00	Minimum Billing
Extra Copies (Over 4 per Issue Date) of Inspection Reports and Final Affidavit	\$ 20.00	each
Project Engineering and Management		3% of Fees
Reimbursables		Costs
QA/QC Plan Written Procedures		Quotation on Request
Out of Area Services (Beyond 40-Mile Radius)		As Listed Below:
Travel Time		Basic Hourly Rate
Mileage	\$ 0.50	mile
Per-diem, Including Lodging	\$ 88.00	day