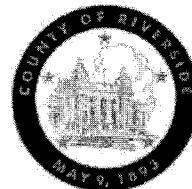


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
3.24  
(ID # 3059)

**MEETING DATE:**

Tuesday, March 7, 2017

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA) AND RIVERSIDE UNIVERSITY  
HEALTH SYSTEM :

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Riverside University Health System  
Emergency Department Expansion and Remodel Project - Approval of  
Professional Services Agreement with MTGL, Inc. for Inspection and Material  
Testing Services, District 5. [\$341,438 - CORAL Bond Proceeds - 83%, RUHS  
Enterprise Fund 40050 - 17%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached professional services agreement between the County of Riverside (County) and MTGL, Inc. (MTGL) of Riverside, California, for inspection and testing services, in the amount of \$341,438, for the Riverside University Health System (RUHS) Emergency Department (ED) Expansion and Remodel Project and authorize the Chairman of the Board (Chairman) to execute the agreement on behalf of the County; and
2. Authorize the Assistant County Executive Officer/EDA to administer the agreement for MTGL in accordance with applicable Board Policies.

**ACTION: Policy, CIP**

Robert Field, Assistant County Executive Officer/EDA

2/21/2017

Zareh Sarafian, Chief Executive Officer - Health System

2/22/2017

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: None  
Date: March 7, 2017  
xc: EDA

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 220,000	\$ 121,438	\$ 341,438	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> CORAL Bond Proceeds – 83%, RUHS Enterprise Fund 40050-17% (previously approved)			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 2016/17-17/18</b>	

**C.E.O. RECOMMENDATION:** Approved

**BACKGROUND:**

**Summary**

On August 23, 2016, Item 3-34, the Board of Supervisors approved the preliminary project budget, plans and specifications for the RUHS ED Expansion and Remodel project in the amount of \$12,774,578.

On January 28, 2016, the Economic Development Agency (EDA) advertised a Request for Qualifications (RFQ) seeking an inspection and testing firm with significant Office of Statewide Health Planning and Development (OSHPD) experience for the RUHS ED Expansion and Remodel project. Per Board Policy H-7, a selection committee was formed that included representatives from EDA and RUHS to review each firm's Statement of Qualifications (SOQ). Four firms responded to the RFQ; after reviewing each firm's SOQ and conducting interviews with their proposed project team members, MTGL was determined to be the most qualified firm based on their experience and successful completion of similar projects.

EDA, MTGL and the project's construction management firm reviewed the project's phasing and schedule requirements and have agreed upon the hourly needs for inspection services. EDA requests the Board to approve the agreement with MTGL for a not-to-exceed amount of \$341,438.

**Impact on Citizens and Businesses**

The RUHS ED Expansion and Remodel project will improve wait times and direct access to a Level I Trauma facility for patients of Riverside County. This project will improve patient care for emergency services as a result of these improvements.

**Additional Fiscal Information**

(Commences on Page 3)

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**


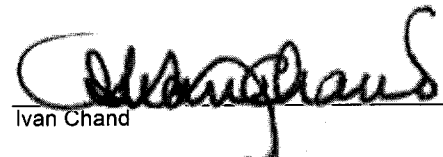
**Additional Fiscal Information**


Expenditures for FY 2016/17 are estimated at \$220,000; expenditures for FY 2017/18 are estimated at \$121,438. The preliminary project budget in the amount of \$12,774,578 was approved on August 23, 2016 (Item 3-34), therefore all costs associated with this agreement will be 83% funded through CORAL Bond Proceeds and 17% through RUHS Enterprise Fund 40050. All costs associated with this agreement are within the approved project budget; therefore, no departmental budget adjustment is required at this time.

Attachment:

Professional Services Agreement for MTGL, Inc.

RF:JV:VC:SP:CW:mg      FM08430005088      3059-13436  
S:\Project Management Office\FORM 11'S\FORM 11's in Process\3059 - 13436\_D6 - 005088 - RUHS Emerg Dept Expsn & Rmdl -  
Approval of PSA with MTGL\_030717.doc

   
Nehini Lascina, Principal Management Analyst      2/27/2017      Ivan Chand      2/27/2017

  
Gregory F. Priaros, Director County Counsel      2/10/2017

**AGREEMENT**

for

**OSHPD, Construction Inspection, Soil & Material Testing  
Services**

between

**County of Riverside**

and

**MTGL, Inc. (MTGL)**

MAR 07 2017 3.24

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**APPENDICES**

    1. Scope, Budget, Services and Rate for Specific Tests and Inspections ..... Exhibit A (7 pages)

**OSHPD, CONSTRUCTION INSPECTION, SOIL and MATERIAL TESTING SERVICES AGREEMENT**

This Agreement for Riverside University Hospital Systems' (RUHS) Emergency Department Expansion and Remodel project for OSHPD, Construction Inspection, Soil and Materials Testing Services is made by and between the COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and MTGL, Inc. (MTGL), hereinafter referred to as "CONSULTANT", (collectively the "Parties"), who are located at the following addresses:

County of Riverside	MTGL, Inc.
Economic Development Agency	14467 Meridian Parkway, Bldg. 2A
Tenth Street, 4 <sup>th</sup> Floor	Riverside, CA 92518
Riverside, CA 92502	

The Parties do hereby agree as follows:

**ARTICLE I • DESIGNATED CONTACTS**

Coordination of CONSULTANT and COUNTY activities shall be accomplished through a CONSULTANT'S PROJECT MANAGER, and a COUNTY PROJECT MANAGER.

The CONSULTANT PROJECT MANAGER for CONSULTANT shall be:

Nathan Ramsay

The COUNTY PROJECT MANAGER for COUNTY shall be:

Charles Waltman

**ARTICLE II • PROJECT DEFINITION**

The COUNTY desires to provide for the efficient and orderly development of the RUHS Emergency Department Expansion Project. Such development requires proper execution of OSHPD inspections and deputy soil and material testing and inspection services. CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

**ARTICLE III • COOPERATIVE AGENCIES**

**A. Lead Agency**

COUNTY has designated its Economic Development Agency as the lead agency for PROJECT.

CONSULTANT agrees that it will maintain coordination with COUNTY designated personnel as may be

requested or required for PROJECT.

**B. COUNTY Standards**

All deliverables shall be prepared in accordance with the current COUNTY practices, regulations, policies, procedures, manuals and standards where applicable. All deliverables are subject to review and approval by COUNTY.

**C. CONSULTANT Staff**

1. CONSULTANT has been selected to perform the PROJECT herein because of the skills and expertise of key individuals. CONSULTANT agrees that the following key individuals in CONSULTANT'S company shall be associated with the PROJECT in the following capacities:

JOB TITLE	NAME
Project Manager	<b>Nathan Ramsay</b>
Testing & Inspection Coordinator	<b>Alondra Gomez &amp; John Vargas (Dispatch)</b>
Field Geologist/Lead Soil Technician	<b>Min Naing</b>
Laboratory Testing Manager	<b>Patrick Sliwinski</b>

2. CONSULTANT shall not change any of the key personnel listed above without prior written approval of COUNTY, unless said personnel ceases to be employed by CONSULTANT. In either case, COUNTY shall be allowed to interview and approve replacement personnel.

3. If any designated lead or key person fails to perform to the satisfaction of the COUNTY, then upon written notice the CONSULTANT shall immediately remove that person from the PROJECT and provide a temporary replacement. CONSULTANT shall within seven (7) days provide a permanent replacement person acceptable to COUNTY.

**ARTICLE IV • CONDITIONS**

**A. Notifications**

All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the attention of the CONSULTANT PROJECT MANAGER or the COUNTY PROJECT MANAGER at the respective addresses provided on page one of this Agreement.

1 **B. Assignment**

2 In as much as this Agreement is intended to secure the specialized services of CONSULTANT,  
3 CONSULTANT may not assign, transfer, delegate or sublet any interest herein without the prior written  
4 consent of COUNTY, which may be granted or withheld in its' sole discretion; and any such assignment,  
5 transfer, delegation or sublease without the COUNTY'S prior written consent shall be considered null and  
6 void.

7 **C. Subcontracts**

- 8 1. CONSULTANT shall perform the services contemplated with resources available within its own  
9 organization. No portion of the services pertinent to this Agreement shall be subcontracted without  
10 written authorization by the COUNTY PROJECT MANAGER, except that which is expressly identified in  
11 this Agreement.
- 12 2. In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under this Agreement,  
13 CONSULTANT shall require its subcontractors to comply with the terms of this Agreement in the same  
14 manner as required of CONSULTANT including, but not limited to; indemnification of the COUNTY,  
15 requiring the same insurance of Subcontractors as required of CONSULTANT, and having  
16 Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this  
17 Agreement requires CONSULTANT'S insurance to name COUNTY as Additional Insured.

18 **D. Modifications**

- 19 1. This Agreement may be amended or modified only by mutual written agreement of the Parties. No  
20 alteration or variation of the terms of this contract will be valid unless made in writing and signed by the  
21 Parties hereto and no oral understanding or agreement not incorporated herein, will be binding on any of  
22 the Parties hereto.
- 23 2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor  
24 modifications may be: a shift of funds between tasks within a budget category; the shifting of work and/or  
25 funding from one phase to another. All requests for minor modifications must be approved in writing by  
26 the Director of EDA, or his designee, prior to implementing the change.
- 27 3. There shall be no change in the CONSULTANT PROJECT MANAGER or key members of the PROJECT  
28 team without prior written approval by the COUNTY PROJECT MANAGER.
- 29 4. All modifications that do not fit within the definition of a minor modification to this Agreement shall be



1 considered a major change and must be approved in writing by the CONSULTANT and COUNTY Board  
2 of Supervisors prior to implementing the major change.

3 **E. COUNTY Directives**

4 CONSULTANT shall receive contract directions and interpretations from the COUNTY PROJECT  
5 MANAGER.

6 **F. Liability**

- 7 1. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans, and  
8 estimates prepared for PROJECT and shall check all such material accordingly. COUNTY will review all  
9 work product deliverables. The responsibility for accuracy and completeness of such items remains  
10 solely that of CONSULTANT. Neither COUNTY'S review or approval shall give rise to any liability or  
11 responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve CONSULTANT of its  
12 professional responsibilities or obligations under this Agreement.
- 13 2. The data, calculations, reports and other documents furnished in accordance with the Scope of Services  
14 shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically  
15 and grammatically correct, checked and having the preparer and checker identified. The minimum  
16 standard of appearance, organization and contents shall be of similar types produced by COUNTY. If  
17 any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or  
18 similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work  
19 products not so designated is ready for and can be used on PROJECT.
- 20 3. COUNTY and CONSULTANT agree that data, calculations, reports or other work products prepared by  
21 CONSULTANT are for the exclusive use of COUNTY and will be used by COUNTY for the project for  
22 which they were specifically prepared. CONSULTANT shall not be responsible for use of such data,  
23 calculations, reports or other work products if used on a different project without the written authorization  
24 or approval by CONSULTANT.
- 25 4. CONSULTANT acknowledges that the data, calculations, reports and/or other work products may be used  
26 by COUNTY for the PROJECT regardless of any disputes that may develop between CONSULTANT and  
27 COUNTY. All data, calculations, reports, or other work product shall be deemed the sole and exclusive  
28 property of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the PROJECT is  
29 executed or not.

- 1 5. CONSULTANT, and the agents and employees of CONSULTANT, in the performance of this contract,  
2 shall act in an independent capacity and not as officers, employees or agents of COUNTY.
- 3 6. CONSULTANT has the sole discretion to determine how, when, and where to perform services required  
4 to achieve the final result specified in the Scope of Services for PROJECT subject to PROJECT timelines  
5 and availability of access during COUNTY regular operating hours.
- 6 7. CONSULTANT has the right to perform services for other clients during the term of this Agreement as  
7 long as such services are not in direct conflict with the services provided to COUNTY.
- 8 8. CONSULTANT and its employees shall not be entitled to and are not eligible for COUNTY employee  
9 benefits, including, but not limited to, medical, dental or vision insurance, life insurance, retirement  
10 benefits, vacation or sick pay, or any other benefit or compensation beyond that which is set forth  
11 explicitly in this contract.
- 12 9. CONSULTANT shall provide and maintain, throughout the term of this contract, their own workspace,  
13 tools, equipment and supplies necessary to perform the duties set forth for CONSULTANT under this  
14 Agreement. Notwithstanding the foregoing, COUNTY may, in its sole discretion, and with prior consent,  
15 provide access to COUNTY facilities, offices or meeting rooms during regular business hours for  
16 meetings, conferences or other work of CONSULTANT.

17 **G. Indemnification and Defense**

- 18 1. The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its  
19 Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of  
20 Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter  
21 individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss,  
22 suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence,  
23 recklessness, willful misconduct, errors or omissions of CONSULTANT, its directors, officers, partners,  
24 employees, agents or representatives or any person or organization for whom CONSULTANT is  
25 responsible, arising out of or from the performance of services under this Agreement. To the extent a  
26 loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of  
27 CONSULTANT which are not design professional services, CONSULTANT shall indemnify Indemnitees  
28 whether or not CONSULTANT is negligent.
- 29 2. CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability

1 arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractor  
2 of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other  
3 benefit not explicitly set forth in this Agreement and arising out of work performed for COUNTY pursuant  
4 to this Agreement.

- 5 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by  
6 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty  
7 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any  
8 act or omission of CONSULTANT.
- 9 3. CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including but not limited to  
10 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or  
11 proceedings based or alleged to be based on any act or omission of CONSULTANT arising out of or from  
12 the performance of services under this contract. The duty to defend applies to any alleged or actual  
13 negligence, recklessness, willful misconduct, error or omission of CONSULTANT. The duty to defend  
14 shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not  
15 CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if  
16 Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused  
17 by the sole active negligence of Indemnitees.
- 18 4. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe  
19 CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.
- 20 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code  
21 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil  
22 Code sections 2782 and 2782.8.

23 **H. Quality Control**

24 CONSULTANT shall implement and maintain the following quality control procedures during the  
25 preparation of the data, reports, and documents relating to PROJECT. CONSULTANT shall have a  
26 quality control plan in effect during the entire time services are being performed under this contract. The  
27 plan shall establish a process whereby calculations are independently checked, reports checked,  
28 corrected and back-checked, and all job related correspondence and memoranda routed and received by  
29 affected persons and then bound in appropriate job files. Where several drawings show different work in

1 the same area, means shall be provided to avoid conflicts and misalignment in both new and existing  
2 improvements. Evidence that the quality control plan is functional may be requested by the COUNTY  
3 PROJECT MANAGER. All data, calculations, documents and other items submitted to the COUNTY  
4 PROJECT MANAGER for review shall be marked clearly as being fully checked and that the preparation  
5 of the material followed the quality control plan established for the work.

6 **I. Extra Work**

- 7 1. In the event that COUNTY directs CONSULTANT to provide services constituting Extra Work, COUNTY  
8 shall provide extra compensation to the CONSULTANT. Allowable compensation for approved extra  
9 work will be based on the provisions of Exhibit A, Budget, which is attached hereto and incorporated  
10 herein by reference.
- 11 2. An amendment to this Agreement providing for such compensation for Extra Work shall be issued by  
12 COUNTY to CONSULTANT. Such Amendment shall not be effective until executed by both Parties.
- 13 3. CONSULTANT shall not perform Extra Work until receiving written authorization from the COUNTY  
14 PROJECT MANAGER.

15 **J. Disputes**

- 16 1. In the event CONSULTANT considers any work demanded of him to be outside the requirements of this  
17 Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall  
18 promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same  
19 whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or  
20 decision; but unless CONSULTANT finds such order, instruction, or decision satisfactory, he shall within  
21 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his  
22 objections and reasons therefore. Except for such protests or objections as are made of record in the  
23 manner specified and within the time stated herein, and except for such instances where the basis of a  
24 protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for  
25 protest, CONSULTANT hereby waives all grounds for protests or objections to the orders, instruction, or  
26 decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders,  
27 instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's  
28 authority.
- 29 2. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual

1 agreement may be settled by mediation or arbitration, provided that the Parties mutually agree to submit  
2 to mediation or arbitration.

- 3 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse CONSULTANT from full  
4 and timely performance in accordance with the terms of the contract.

5 **K. Termination Without Cause**

- 6 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon  
7 thirty (30) calendar days written notice to CONSULTANT.
- 8 2. In the event of termination of the Agreement, upon demand, CONSULTANT shall deliver to COUNTY all  
9 field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and  
10 documents prepared by or provided to CONSULTANT in the performance of this contract. All such  
11 documents and materials shall be property of COUNTY.
- 12 3. In the event that this contract is terminated, CONSULTANT is entitled to full payment for all services  
13 performed in accordance with the terms of this Agreement up to the time written notice of contract  
14 cancellation is received by CONSULTANT. Payment shall be made for services performed to date based  
15 upon the percentage ratio that the basic services performed bear to the services contracted for, less  
16 payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs  
17 incurred.

18 **L. Termination for Lack of Performance**

19 COUNTY may terminate this contract and be relieved of the payment of any consideration to  
20 CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in  
21 the manner herein provided. In the event of such termination, COUNTY may proceed with the work in  
22 any manner deemed proper by COUNTY. In such event, CONSULTANT shall be paid only for work  
23 completed and delivered to COUNTY in a timely and successful manner.

24 **M. Insurance**

25 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless,  
26 CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the  
27 following insurance coverage's during the term of this Agreement. As respects to the insurance section only,  
28 the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and  
29 Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed

1 officials, agents or representatives as Additional Insureds.

2 1. Workers' Compensation:

3 If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall  
4 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State  
5 of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
6 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
7 subrogation in favor of The County of Riverside.

8 2. Commercial General Liability:

9 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
10 unmodified contractual liability, products and completed operations liability, personal and advertising  
11 injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S  
12 performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's  
13 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance  
14 contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2)  
15 times the occurrence limit.

16 3. Vehicle Liability:

17 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then  
18 CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an  
19 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a  
20 general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the  
21 occurrence limit. Policy shall name the COUNTY as Additional Insureds.

22 4. Professional Liability

23 CONSULTANT shall maintain Professional Liability Insurance providing coverage for the  
24 CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less  
25 than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT'S Professional  
26 Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance  
27 shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense  
28 either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates  
29 Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this

1 Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has Maintained  
2 continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will  
3 continue as long as the law allows.

4 5. General Insurance Provisions - All lines:

5 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of  
6 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are  
7 waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement  
8 for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

9 b. The CONSULTANT must declare its insurance self-insured retention for each coverage required  
10 herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall  
11 have the prior written consent of the County Risk Manager before the commencement of operations  
12 under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and  
13 at the election of the Country's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or  
14 eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a  
15 bond which guarantees payment of losses and related investigations, claims administration, and  
16 defense costs and expenses.

17 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside  
18 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
19 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
20 by the County Risk Manager, provide original Certified copies of policies including all Endorsements  
21 and all attachments thereto, showing such insurance is in full force and effect. Further, said  
22 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty  
23 (30) days written notice shall be given to the County of Riverside prior to any material modification,  
24 cancellation, expiration or reduction in coverage of such insurance. In the event of a material  
25 modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
26 forthwith, unless the County of Riverside receives, prior to such effective date, another properly  
27 executed original Certificate of Insurance and original copies of endorsements or certified original  
28 policies, including all endorsements and attachments thereto evidencing coverage's set forth herein  
29 and the insurance required herein is in full force and effect. CONSULTANT shall not commence

1 operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified  
2 original copies of endorsements and if requested, certified original policies of insurance including all  
3 endorsements and any and all other attachments as required in this Section. An individual authorized  
4 by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and  
5 the Certificate of Insurance.

- 6 d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be  
7 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured  
8 retention's or self-insured programs shall not be construed as contributory.
- 9 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope  
10 of services; or, there is a material change in the equipment to be used in the performance of the  
11 scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5)  
12 years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of  
13 liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the  
14 amount or type of insurance carried by the CONSULTANT has become inadequate.
- 15 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of  
16 subconsultants working under this Agreement.
- 17 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-  
18 insurance acceptable to the COUNTY.
- 19 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that  
20 may give rise to a claim arising from the performance of this Agreement.

21 **N. Conflict of Interest**

22 CONSULTANT warrants, by execution of this Agreement, that no person or selling agency has been  
23 employed or retained to solicit or secure this contract upon an agreement or understanding for a  
24 commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide  
25 established commercial or selling agencies maintained by CONSULTANT for the purpose of securing  
26 business. For breach or violation of this warranty, COUNTY has the right to annul this Agreement without  
27 liability, pay only for the value of the work actually performed, or in its discretion to deduct from the  
28 contract price or consideration, or otherwise recover, the full amount of such commission, percentage,  
29 brokerage, or contingent fee. CONSULTANT may be requested to complete a Conflict of Interest



1 Statement prior to, during, or after execution of this contract. CONSULTANT understands that as a  
2 condition of this contract CONSULTANT agrees to complete the Conflict of Interest Statement when  
3 requested to do so by COUNTY.

4 **O. Legal Compliance**

5 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and  
6 regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in  
7 effect and in any manner affecting the performance under this contract, including, without limitation,  
8 workers' compensation laws and licensing and regulations.

9 **P. Nondiscrimination**

- 10 1. During the performance of this Agreement, CONSULTANT and its Subcontractors shall not act unlawfully  
11 against any employee or applicant for employment because of race, religion, color, national origin,  
12 ancestry, physical handicap, medical condition, marital status, age or sex. CONSULTANT and  
13 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government  
14 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California  
15 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment  
16 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of  
17 Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by  
18 reference and made a part hereof as if set forth in full. CONSULTANT and its Subcontractors shall give  
19 written notice of their obligations under this clause to labor organizations with which they have a collective  
20 bargaining or other agreement.
- 21 2. CONSULTANT will provide all information and reports required by the Regulations, or orders and  
22 instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources  
23 of information, and its facilities as may be determined by COUNTY to be pertinent to ascertain  
24 compliance with such Regulations, orders and instructions. Where any information required of  
25 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information,  
26 CONSULTANT shall so certify to COUNTY, and shall set forth what efforts he has made to obtain the  
27 information.
- 28 3. In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract,  
29 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not

1 limited to:

- 2 • Withholding of payments to CONSULTANT under the contract until CONSULTANT complies;
- 3 • Cancellation, termination, or suspension of the contract in whole or in part.

4 4. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all  
5 subcontracts to perform work under this contract.

6 5. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49  
7 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

8 **Q. Labor Code and Prevailing Wages**

9 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.

10 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with  
11 Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here  
12 set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,  
13 penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's  
14 compensation insurance and directly effect the method of prosecution of the work by CONSULTANT and  
15 subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties  
16 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are  
17 required to stipulate as to by the provisions of said Chapter 1, constitutes CONSULTANT'S certification  
18 that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes  
19 CONSULTANT'S certification as follows: "I am aware of the provisions of Section 3700 of the California  
20 Labor Code which require every employer to be insured against liability for worker's compensation or to  
21 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such  
22 provisions before commencing the performance of the work of this contract."

23 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem  
24 wages applicable to the work, and for holiday and overtime work, including employer payments for health  
25 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have  
26 been determined by the Director of the California Department of Industrial Relations. These wages are  
27 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.

28 **R. Review and Inspection**

29 CONSULTANT and any Subcontractors shall permit COUNTY to review and inspect PROJECT activities

1 including review and inspection on a daily basis, if requested.

2 **S. Record Retention / Audits**

- 3 1. CONSULTANT, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting  
4 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of  
5 administering the contract. All parties shall make such materials available at their respective offices at all  
6 reasonable times during the contract period and for ten years from the date of final payment under the  
7 contract or ten years from project closeout, whichever is later.
- 8 2. COUNTY, the State Auditor General, or any duly authorized representative of the State Government shall  
9 have access to any books, records, and documents of CONSULTANT that are pertinent to the contract  
10 for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

11 **T. Ownership of Data**

12 Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of  
13 this contract will automatically be vested in COUNTY and no further agreement will be necessary to  
14 transfer ownership to COUNTY.

15 **U. Confidentiality of Data**

- 16 1. All financial, statistical, personal, technical or other data and information which is designated confidential  
17 by COUNTY, and made available to CONSULTANT in order to carry out this contract, shall be protected  
18 by CONSULTANT from unauthorized use and disclosure.
- 19 2. Permission to disclose information on one occasion for a public hearing held by COUNTY relating to the  
20 contract shall not authorize CONSULTANT to further disclose such information or disseminate the same  
21 on any other occasion.
- 22 3. CONSULTANT shall not comment publicly to the press or any other media regarding the contract,  
23 including COUNTY actions regarding this contract. Communication shall be limited to COUNTY, or  
24 CONSULTANT'S staff that are involved with the project, unless CONSULTANT shall be requested by  
25 COUNTY to attend a public hearing or respond to questions from a Legislative committee.
- 26 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and  
27 nondisclosure of the same.
- 28 5. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever  
29 regarding work performed or to be performed under this contract without prior review of the contents

thereof by COUNTY and receipt of COUNTY's written permission.

**V. Funding Requirements**

- 1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local agencies.
- 2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this PROJECT. In addition, this contract is subject to any additional restrictions, limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the provisions, terms or funding of this contract in any manner.
- 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be amended or terminated to reflect any reduction in funds.

**ARTICLE V • PERFORMANCE**

**A. Performance Period**

- 1. This Agreement shall begin upon notification to proceed by the COUNTY PROJECT MANAGER. Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be: 400 calendar days.
- 2. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract is fully executed and approved by COUNTY.
- 3. CONSULTANT shall perform PROJECT services in accordance with the provisions set forth in Exhibit A, Schedule of Services, which is attached hereto and incorporated herein by reference.
- 4. Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments prior to final submission.
- 5. When COUNTY determines that CONSULTANT has satisfactorily completed the PROJECT services, COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.
- 6. Time is of the essence in this contract.

**B. Time Extensions**

- 1 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the  
2 control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an  
3 extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall  
4 promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall  
5 ascertain the facts and the extent of the delay and grant an extension of time for the completion of the  
6 work when, in COUNTY's judgment, their findings of fact justify such an extension of time.
- 7 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not  
8 intended to deny CONSULTANT its' civil legal remedies in the event of a dispute.

9 **C. Reporting Progress**

- 10 1. As part of the monthly invoice CONSULTANT shall submit a progress report in accordance to COUNTY.  
11 Progress Reports shall indicate the progress achieved during the previous month in relation to the  
12 Schedule of Services. Submission of such progress report by CONSULTANT shall be a condition  
13 precedent to receipt of payment from COUNTY for each monthly invoice submitted.
- 14 2. To ensure understanding and performance of the contract objectives, meetings between COUNTY, and  
15 CONSULTANT shall be held as often as deemed necessary. All work objectives, CONSULTANT'S work  
16 schedule, the terms of the contract and any other related issues will be discussed and/or resolved.  
17 CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate.

18 **D. Evaluation of CONSULTANT**

19 CONSULTANT'S performance will be evaluated by COUNTY for future reference.

20 **ARTICLE VI • COMPENSATION**

21 **A. Work Authorization**

22 CONSULTANT shall not commence performance of any work or project services until so directed by the  
23 County Project Manager. No payment will be made prior to approval of this contract.

24 **B. Basis of Compensation**

- 25 1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be  
26 compensated for as defined in Exhibit A, Budget, which is attached hereto and incorporated herein by  
27 reference. The total amount of the contract is not to exceed \$341,438 and inclusive of reimbursable  
28 expenses.

29 If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra

1 Work that may arise during the performance of this agreement. Contingency budget shall only be used at  
2 the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY  
3 PROJECT MANAGER.

4 No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order  
5 by COUNTY.

6 2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before  
7 CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies,  
8 equipment or consultant services. CONSULTANT shall provide an evaluation of the necessity or  
9 desirability of incurring such costs.

10 3. For purchase of any item, service or consulting work not covered in CONSULTANT'S proposal and  
11 exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive  
12 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.

13 4. Any equipment purchased as a result of this contract is subjected to the following: CONSULTANT shall  
14 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a  
15 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment  
16 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the  
17 conclusion of the contract or if the contract is terminated, CONSULTANT may either keep the equipment  
18 and credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price  
19 obtainable at a public or private sale in accordance with established COUNTY procedures and credit  
20 COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair  
21 market value shall be determined, at CONSULTANT'S expense, on the basis of a competent independent  
22 appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by  
23 COUNTY, and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such  
24 sale must be approved in advance by COUNTY and AGENCIES.

25 5. The consideration to be paid CONSULTANT, as provided herein, shall be in compensation for all of  
26 CONSULTANT'S expenses incurred in the performance hereof, including travel and per diem, unless  
27 otherwise expressly so provided.

28 6. In the event of errors or omissions in the plans for PROJECT, CONSULTANT shall perform the necessary  
29 design services required to correct such errors and omissions without additional charge to COUNTY.

7. CONSULTANT shall be responsible for compliance with Government Code section 7550, if the total cost of the Agreement is over Five Thousand Dollars (\$5,000).

**C. Progress Payments**

1. CONSULTANT shall submit monthly invoices for PROJECT Services in accordance with Exhibit A, Budget.

2. CONSULTANT shall submit an invoice each month for PROJECT services performed during the preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a Progress Report covering the same period as the submitted invoice.

3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments made prior to the completion of each phase will not exceed the amount allowed in CONSULTANT'S cost proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY PROJECT MANAGER..

4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY PROJECT MANAGER of itemized invoices.

**ARTICLE VII • GENERAL TERMS**

**A. Law, Venue**

1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

2. The County of Riverside shall be the venue for any action or proceeding that may be brought or arise out of, in connection with, or by reason of this Agreement.

**B. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**C. Waiver**

Neither the COUNTY'S review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CONSULTANT shall remain liable to the COUNTY in accordance with this Agreement for all damages to the

1 COUNTY caused by CONSULTANT'S failure to perform any of the services furnished under this Agreement  
2 to the standard of care of the CONSULTANT for its services, which shall be, at a minimum high standard of  
3 care for master planning detention facilities.

4 **D. Review of Terms**

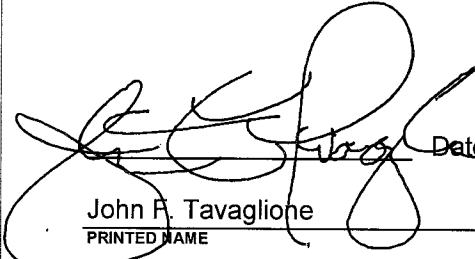
5 Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this  
6 Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of  
7 this Agreement was the product of negotiation, that no party is the sole author of this Agreement, and that  
8 this Agreement shall not be construed against any party as the drafter of this Agreement.



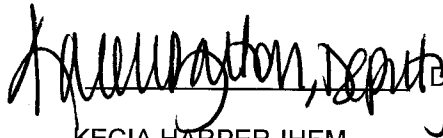
ARTICLE VIII • APPROVALS

COUNTY Approvals

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: MAR 07 2017  
John F. Tavaglione  
PRINTED NAME  
Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: MAR 07 2017  
KECIA HARPER-IHEM  
Clerk of the Board (SEAL)

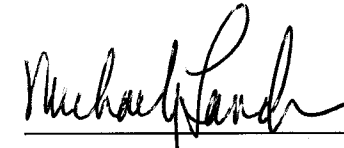
APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL


 Dated: 2/9/17  
Marsha L. Victor, Chief Deputy County Counsel

CONSULTANT Approvals

CONSULTANT: MTGL, Inc. (MTGL)

 Dated: 1/10/17  
Michael J. Landon  
PRINTED NAME  
President  
TITLE

CONSULTANT:

 Dated: 1/10/17  
Isaac Chun  
PRINTED NAME  
vice President  
TITLE

**EXHIBIT "A"**



**Geotechnical Engineering  
Construction Inspection  
Materials Testing  
Environmental**

**Central Dispatch (800) 491-2990**

**Servicing - Los Angeles, Orange, Ventura, San Diego,  
Imperial, Riverside and San Bernardino Counties**

**"Providing Value in Quality Control"**

# Proposal for OSHPD, Construction Inspection Soil and Materials Testing



Presented By:



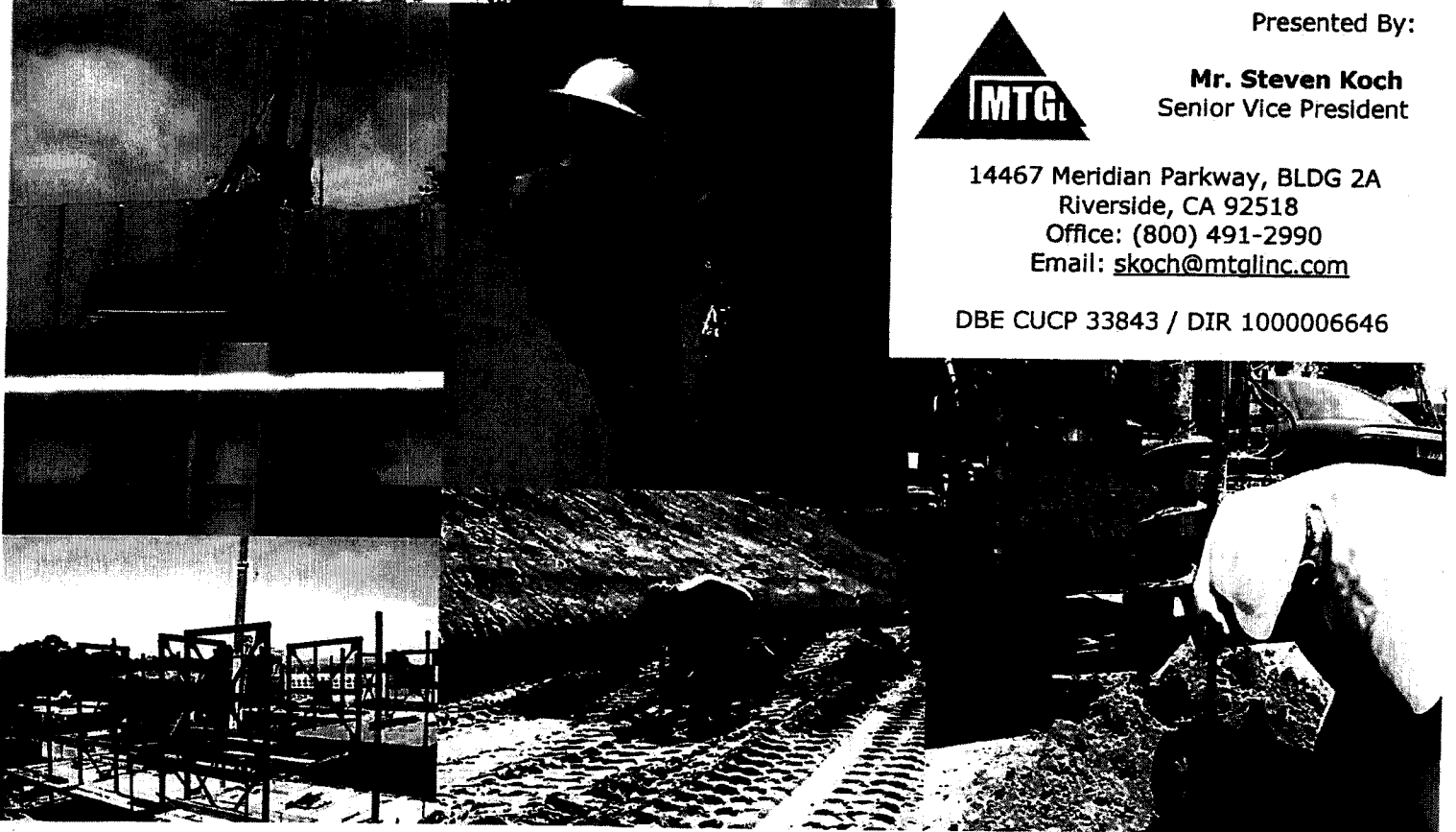
**Mr. Steven Koch**  
Senior Vice President

14467 Meridian Parkway, BLDG 2A  
Riverside, CA 92518

Office: (800) 491-2990

Email: [skoch@mtginc.com](mailto:skoch@mtginc.com)

DBE CUCP 33843 / DIR 1000006646





"Providing Value in Quality Control"

# Geotechnical Engineering Construction Inspection Materials Testing Environmental

## Branch Office Riverside

Mr. Charles Waltman  
Riverside County Economic Development Agency

January 7, 2017  
P-16-712.R2

14467 Meridian Pkwy  
Building 2A  
Riverside, Ca 92518

**RE: Proposal for OSHPD, Soil and Materials Testing & Inspection  
Riverside Regional Medical Center Emergency Department Expansion and Remodel  
26520 Cactus Avenue – Moreno Valley, CA**

Tel: 800 491-2990  
Fax: 951 653-4666

MTGL Riverside is a DBE certified for title 24, ASTM materials testing and will provide service on a time and materials basis as required. The inspection scope will perform continuous and periodic inspections as necessary.

MTGL requests a contract extension based on provided plans and specifications in the amount of \$ 341,438.00 to provide professional services for this project.

### Office Locations

- Indio
- Orange / LA County
- Los Angeles / Ventura County
- San Diego / Imperial Counties

The Contractor will be provided test data daily for use in reporting to the Engineer after the results are known. A legible, handwritten copy of all test data will be given to the Engineer daily, along with printed reports submitted electronically on a weekly basis. After completion of the project MTGL will submit a final report to our client with an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

These prices will remain in effect for 90 days from the date of this proposal.

### Certifying Agencies

We look forward to working with you on this project.  
MTGL, Inc.

State of California  
D.S.A  
OSHPD  
American Assoc. of  
State Highways  
Cal Trans  
CCRL  
Cement & Concrete  
Reference Laboratory

Steven Koch  
Senior Vice President

CLIENT: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Inland Empire  
City of Riverside  
County of Riverside

Los Angeles  
LA County  
LA City  
MTA

Orange County  
Orange County  
Environmental  
Management Agency

San Diego  
San Diego City  
San Diego County  
SD Water Authority

**Emergency Department Modular Trailers  
Testing and Inspection Services Cost Breakdown  
Proposal No. 16-872**

**Proposed Geotechnical Engineering Services:**

<i>Item / Service</i>					<i>Qty</i>		<i>Rate</i>	<i>Unit</i>	<i>Item Total</i>
Soils Technician (Compaction Test - Fine Grading, Found Over-Ex)	Estimate	6	inspections at	8	hours per inspection	48	hours	\$92.00 /hr	\$4,416.00
Soils Technician (Compaction Test - Trench / Wall Backfill)	Estimate	6	inspections at	8	hours per inspection	48	hours	\$92.00 /hr	\$4,416.00
Soils Technician (Compaction Test - Pavement SD / Base)	Estimate	4	inspections at	8	hours per inspection	32	hours	\$92.00 /hr	\$2,944.00
Asphaltic Paving Inspection	Estimate	4	inspections at	8	hours per inspection	32	hours	\$92.00 /hr	\$2,944.00
Drilled Pier Inspection - Senior Tech / Geologist	Estimate	6	inspections at	8	hours per inspection	48	hours	\$95.00 /hr	\$4,560.00
Nuclear Density Gauge		26	Days					\$70.00 ea	\$1,820.00
Geotechnical Engineer						6	hours	\$125.00 /hr	\$750.00
<b>Subtotal</b>									<b>\$21,860.00</b>

**Proposed Geotechnical Testing Services:**

<i>Item / Service</i>					<i>Qty</i>		<i>Rate</i>	<i>Unit</i>	<i>Item Total</i>
Lab Maximum Density Test		3	samples	1	sets / test	3		\$175.00 /ea	\$525.00
Expansion Index		2	samples	1	sets / test	2		\$120.00 /ea	\$240.00
Sieve Analysis		2	samples	1	sets / test	2		\$80.00 /ea	\$160.00
Sand Equivalent		2	samples	1	sets / test	2		\$80.00 /ea	\$160.00
Asphalt Concrete Conformance		1	samples	1	sets / test	1		\$390.00 /ea	\$390.00
Compaction Reports		1	samples	1	sets / test	1		\$750.00 /ea	\$750.00
<b>Subtotal</b>									<b>\$2,485.00</b>

**Proposed Inspection Services:**

<i>Item / Service</i>					<i>Qty</i>		<i>Rate</i>	<i>Unit</i>	<i>Item Total</i>
Reinforced Concrete Inspection	Estimate	5	inspections at	8	hours per inspection	40	hours	\$92.00 /hr	\$3,680.00
ACI Concrete Technician	Estimate	2	inspections at	8	hours per inspection	16	hours	\$92.00 /hr	\$1,472.00
Concrete Batch Plant Inspection	Estimate	5	inspections at	8	hours per inspection	40	hours	\$92.00 /hr	\$3,680.00
Field Weld / Bolting Inspection	Estimate	20	inspections at	8	hours per inspection	160	hours	\$92.00 /hr	\$14,720.00
Epoxy Bolt / Dowel Inspection	Estimate	10	inspections at	8	hours per inspection	80	hours	\$95.00 /hr	\$7,600.00
Registered Special Inspector - Field Welding	Estimate	5	inspections at	8	hours per inspection	40	hours	\$95.00 /hr	\$3,800.00
Registered Special Inspector - Shop Welding (local approved shop)	Estimate	18	inspections at	8	hours per inspection	144	hours	\$95.00 /hr	\$13,680.00
Non-Destructive Testing Inspector - Shop (local approved shop)	Estimate	5	inspections at	8	hours per inspection	40	hours	\$98.00 /hr	\$3,920.00
Ultrasonic, Dye Penetrant, or Magnetic Partical Inspection - Field	Estimate	5	inspections at	8	hours per inspection	40	hours	\$98.00 /hr	\$3,920.00
OSHPD / IOR Inspector	Estimate	265	inspections at	8	hours per inspection	2120	hours	\$110.00 ea	\$233,200.00
Pull Out Testing	Estimate	10	inspections at	8	hours per inspection	80	hours	\$92.00 /hr	\$7,360.00
Sample & Tag Rebar	Estimate	10	inspections at	8	hours per inspection	80	hours	\$92.00 /hr	\$7,360.00
<b>Subtotal</b>									<b>\$304,392.00</b>

**Proposed Materials Testing Services:**

<i>Item / Service</i>					<i>Qty</i>		<i>Rate</i>	<i>Unit</i>	<i>Item Total</i>
Review of Existing Concrete Mix Design		3	samples	1	sets / test	3		\$225.00 /ea	\$675.00
Concrete Compression Tests		4	samples	20	sets / test	80		\$20.00 /ea	\$1,600.00
Rebar Bend Test - #11 Bar and Under		10	samples	1	sets / test	10		\$35.00 /ea	\$350.00
Rebar Tensel Test - #11 Bar and Under		8	samples	1	sets / test	8		\$45.00 /ea	\$360.00
Sample Pickup			samples	0	sets / test	0		\$40.00 /ea	\$0.00
<b>Subtotal</b>									<b>\$3,225.00</b>

**Proposed Management Services:**

<i>Item / Service</i>				<i>Qty</i>		<i>Rate</i>	<i>Unit</i>	<i>Item Total</i>
Project Manager / Engineer				40	hours	\$95.00 /hr		\$3,800.00
Final Affidavit				2		\$500.00 /ea		\$1,000.00
<b>Subtotal</b>								<b>\$4,800.00</b>

**Requested Budget \$341,438.00**



**Corporate Office:** 2992 E. La Palma Ave., Suite A, Anaheim, CA 92806  
**Orange County** Tel: (714) 632-2999 Fax: (714) 632-2974

**Branch Offices:**

**San Diego / Imperial** 6295 Ferris Square, Ste. C, San Diego, CA 92121  
Tel: (858) 537-3999 Fax: (858) 537-3990

**Inland Empire** 14667 Meridian Pkwy., Bldg. 2A, Riverside, CA 92518  
Tel: (951) 653-4999 Fax: (951) 653-4666

**Desert** 44917 Golf Center Pkwy., #1, Indio, CA 92201  
Tel: (760) 342-4677 Fax: (760) 342-4525

## SCHEDULE OF FEES

### EFFECTIVE JULY 1, 2016 - JULY 1, 2017

MTGL, Inc. is a woman-owned, minority-business-enterprise. Our facilities have been structured and professionally staffed to provide our clients with comprehensive services in the field of Construction Inspection and Testing, Geotechnical Engineering, Engineering Geology, and Environmental Services.

**GEOTECHNICAL ENGINEERING**

Planning and feasibility studies, preliminary and final design, grading and foundation plan reviews, observation, testing, verification and engineering consultation during construction.

**CONSTRUCTION INSPECTION**

Field inspection by registered deputy inspectors.

**ROOFING INSPECTION**

Field inspection by qualified technicians.

**ENGINEERING INVESTIGATIONS**

Evaluation of existing and damaged structures.

**PAVEMENT MANAGEMENT**

Design, failure investigations, remedial measures.

**CONSTRUCTION ENGINEERING**

Materials, specifications, quality assurance, expert testimony.

**PHYSICAL TESTING**

Construction materials, structural systems.

**NON-DESTRUCTIVE EXAMINATION**

Ultrasonic, magnetic particle, dye penetrant.

**RESEARCH**

Product and process development, reliability testing.

**ENVIRONMENTAL / INDUSTRIAL HYGIENE**

Asbestos & lead-paint based consultation, project design, monitoring & management, remediation planning environmental site assessments, thermographic imaging, indoor air quality testing, mold screening & consultation, water intrusion & investigation.

## CONSTRUCTION SERVICES

### PROFESSIONAL SERVICES

Principal Engineer / Geologist .....	\$ 175.00 Per Hour
Registered Civil Engineer / Geologist .....	\$ 125.00 Per Hour
Staff Engineer / Geologist .....	\$ 95.00 Per Hour
Inspection / Laboratory Supervisor .....	\$ 95.00 Per Hour
Project Manager .....	\$ 80.00 Per Hour
Draftsperson .....	\$ 70.00 Per Hour
Word Processing .....	\$ 55.00 Per Hour
Review of files for processing affidavits and certifications required by various Governmental Agencies .....	\$ 95.00 Per Hour
Legal Consultation, Expert Witness and Court Appearances (Minimum 4 Hours) .....	\$ 325.00 Per Hour

### ENVIRONMENTAL SERVICES

Certified Asbestos Consultant .....	\$ 85.00 Per Hour
Certified Asbestos Inspector .....	\$ 65.00 Per Hour
Certified Asbestos Project Manager .....	\$ 75.00 Per Hour
Certified Asbestos Project Designer .....	\$ 75.00 Per Hour
Certified Site Surveillance Technician .....	\$ 65.00 Per Hour
On-Site 582 Certified Microscopist .....	\$ 65.00 Per Hour
Certified Lead Inspector / Assessor .....	\$ 65.00 Per Hour
Certified Lead Project Monitor .....	\$ 65.00 Per Hour
Certified Industrial Hygienist .....	\$ 180.00 Per Hour
Environmental Site Assessment (Phase I) .....	\$ 95.00 Per Hour
Environmental Site Assessment (Phase II) .....	\$ 95.00 Per Hour
Industrial Hygienist .....	\$ 100.00 Per Hour

(Prices based on 2 Hour Minimum & Test Samples Additional)

### PROJECT SERVICES

OSHPD Inspector .....	\$ 110.00 Per Hour
Special Inspection .....	\$ 92.00 Per Hour
Multi-Certified Inspector .....	\$ 92.00 Per Hour
Batch Plant (Concrete or Asphalt) .....	\$ 92.00 Per Hour
Technician - Laboratory and Field .....	\$ 92.00 Per Hour
Soils/Asphalt Technician .....	\$ 92.00 Per Hour
Ultrasonic, Dye Penetrant, or Magnetic Particle, Fabrication Inspection .....	\$ 98.00 Hour
Pachometer/ Schmidt Hammer/Elcometer/ Torque .....	\$ 92.00 Per Hour
<b>Pull-Out Test on Embedded Bolts/ Anchors and Dowels .....</b>	<b>\$ 92.00 Per Hour</b>
Concrete, Masonry, Asphalt Coring or Sawing .....	\$ 160.00 Per Hour
Multi-Certified Inspector .....	\$ 92.00 Per Hour
Floor Flatness / Levelness (Inc. Equipment) .....	\$ 1,200.00 Per Day
Pick-Up and Delivery .....	\$ 30.00 Per Trip
Emissivity .....	\$ 85.00 Per Hour
Ground Rod Test .....	\$ 85.00 Per Hour

### EQUIPMENT

Skidmore Bolt Cell w/ Torque Wrench .....	\$ 65.00 Per Day
Skidmore-Wilhelm Bolt Cell .....	\$ 40.00 Per Day
Torque Wrench .....	\$ 25.00 Per Day
Air Meter .....	\$ 40.00 Per Day
Pachometer .....	\$ 55.00 Per Day
Schmidt Hammer .....	\$ 40.00 Per Day
Ultrasonic Equipment .....	\$ 50.00 Per Day
Magnetic Particle Equipment .....	\$ 50.00 Per Day
Dye Penetrant Equipment .....	\$ 40.00 Per Day
Jacking Assembly .....	\$ 60.00 Per Day
Nuclear Density Gauge .....	\$ 70.00 Per Day
Mobile Soils Laboratory .....	\$ 50.00 Per Day
Coring Equipment .....	\$ 100.00 Per Day
Emissivity Test Kit .....	\$ 40.00 Each
Ground Rod Equipment .....	\$ 40.00 Per Day

### TESTING MACHINES

Testing Machine with Operator in Laboratory	
0 - 60,000 Pound Machine (Universal) .....	\$ 155.00 Per Hour
800,000 Pound Machine (Universal) .....	\$ 250.00 Per Hour

## CONCRETE

### STRENGTH CHARACTERISTICS

#### A.S.T.M.

C39	Concrete Cylinders (6" x 12") (4" x 8"), W/ Mold .....	\$ 27.00 Each
C495	Lightweight Fill Concrete (3" x 6") ..	\$ 27.00 Each
C39	Concrete or Gunite Cores, 6" Maximum Diameter, Including Trim .....	\$ 40.00 Each
C496	Splitting Tensile .....	\$ 65.00 Each
C78	6" x 6" Beams, Modulus of Rupture .....	\$ 65.00 Each
	Handling Charge, Cylinders Not Broken/Hold .....	\$ 10.00 Each
	Handling Charge, Beams Not Broken/Hold .....	\$ 40.00 Each
C469	Modulus of Elasticity .....	\$ 125.00 Each

### MIX DESIGN

#### A.S.T.M.

C192	Laboratory Trial Batch with Slump, and 6 Cylinders, Unit Weight, Air (Sampling Extra) .....	\$ 350.00 Per Pt
	Mix Design, Determination of Proportions .....	\$ 175.00 Each
	Review of Existing Mix Design .....	\$ 225.00 Each

### MISCELLANEOUS TESTING

C567	Unit Weight of Hardened Light Weight Concrete .....	\$ 50.00 Each
C684	Rapid Cure Concrete Cylinders (Boil Method) .....	\$ 40.00 Each
C157	Drying Shrinkage (3 Bars - Four Readings, up to 90 Days) .....	\$ 250.00 Set
C495	Lightweight Fill Concrete Density .....	\$ 40.00 Each

## MASONRY

### STRENGTH CHARACTERISTICS

C109	Mortar Cylinders (2" x 4") w/ mold ..	\$ 27.00 Each
C1019	Mortar Cubes (2" x 2") w/ mold .....	\$ 27.00 Each
	Grout (3" x 6") .....	\$ 27.00 Each
	Handling Charge, Mortar or Grout Not Broken/Hold .....	\$ 10.00 Each
C140	Block Compression ≤ 8" x 8" x 16" .....	\$ 45.00 Each
C140	Block Compression > 8" x 8" x 16" .....	\$ 55.00 Each
C1314	Grouted Masonry Prism Compression Test ≤ 8" x 8" x 16" ..	\$ 90.00 Each
C1314	Grouted Masonry Prism Compression Test > 8" x 8" x 16" ..	Quotation
	Handling Charge, Grouted Prisms Not Broken/Hold .....	\$ 75.00 Each

### BLOCK

#### A.S.T.M.

C140	Moisture Content and Absorption .....	\$ 60.00 Each
C140	Measurements .....	\$ 35.00 Each
C67	Masonry Efflorescence .....	\$ 45.00 Each
C426	Linear Shrinkage (CMA Method) .....	\$ 125.00 Each
	Rapid Linear Shrinkage (British Modified Method) .....	\$ 100.00 Each
	Block Conformance Package .....	Quotation
C952	Bond Strength .....	\$ 50.00 Each
UBC 21.6	Masonry Core - Compression .....	\$ 40.00 Each
UBC 21.6	Masonry Core - Shear .....	\$ 65.00 Each

**BRICK****A.S.T.M.**

C67	Compression .....	\$ 40.00 Each
C67	Modulus of Rupture .....	\$ 40.00 Each
C67	Absorption, Soak .....	\$ 30.00 Each
C67	Absorption, Boil .....	\$ 30.00 Each
C67	Absorption, Saturation Coefficient .....	\$ 40.00 Each
C67	Initial Rate of Absorption .....	\$ 40.00 Each
C67	Efflorescence .....	\$ 50.00 Each
C67	Efflorescence with Mortar .....	\$ 65.00 Each

**STEEL****REINFORCEMENT****A.S.T.M.**

A615/706	Tensile No. 11 Bar and Smaller ...	\$ 55.00 Each
A615/706	Tensile No. 14 .....	\$ 100.00 Each
A615/706	Tensile No. 18 .....	\$ 175.00 Each
	Mech. Splice Tensile Up to No. 11	\$ 100.00 Each
	Mech. Splice No. 14 .....	\$ 150.00 Each
	Mech. Splice No. 18 .....	\$ 300.00 Each
	Mech. Splice w/Slip .....	\$ 250.00 Each
A615/706	Bend Test No. 11 Bar and Smaller .....	\$ 55.00 Each
A615/706	Bend Test No. 14 .....	\$ 65.00 Each
A615/706	Bend Test No. 18 .....	\$ 100.00 Each
	Processing Mill Certificates (Per Size and Heat) .....	\$ 20.00 Each

**STRUCTURAL STEEL****A.S.T.M.****A370**

	Tensile Strength	
	Up to 100,000 lbs .....	\$ 75.00 Each
	100,000 to 200,000 lbs .....	\$ 90.00 Each
	Bend Test .....	\$ 55.00 Each
	Pipe Flattening Test .....	\$ 50.00 Each
	Bolt Tensile Test .....	\$ 55.00 Each
	Bolt Proof Test .....	\$ 55.00 Each
	Nut Proof Test .....	\$ 50.00 Each
	Nelson Stud Tensile Test .....	\$ 45.00 Each
	Machining and Preparation of Samples .....	\$ 35.00 Each
	Brinell & Rockwell Hardness Test .....	\$ 35.00 Each
	Processing Mill Certificates (Per Size and Heat) .....	\$ 25.00 Each
	Chemical Analysis .....	\$ 75.00 Each

**PRESTRESS****A.S.T.M.****A416**

	Prestress Cable, 7 Wire (Yield / Tensile) .....	\$ 150.00 Each
A416	Prestress Wire (Yield / Tensile) .....	\$ 140.00 Each
	Sample Preparation .....	\$ 45.00 Per Hour

**WELD PROCEDURE AND WELDER QUALIFICATIONS**

	Welder Certification (AWS) .....	\$ 75.00 Per Hour
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**STRUCTURAL STEEL COUPON**

	Weld Tensile Test .....	\$ 50.00 Each
	Weld Bend Test .....	\$ 40.00 Each
	Weld-Macro Etch .....	\$ 75.00 Each
	Machining and Preparation of Samples .....	\$ 35.00 Each

**FIREPROOFING**

UBC 7-6	Unit Weight .....	\$ 35.00 Each
ASTM-736	Adhesion/Cohesion .....	\$ 45.00 Each

**ROOFING**

	Unit Weight .....	\$ 55.00 Each
	Roof Cut Analysis .....	\$ 500.00 Each
UBC 15-5	Tile (Breaking Strength/Abs) .....	\$ 75.00 Each
	Mineral Shake - Flexural .....	\$ 60.00 Each
	Mineral Shake - Absorption .....	\$ 60.00 Each

**SOIL AND AGGREGATE****CLASSIFICATION****A.S.T.M.**

C136	Sieve Analysis ( Coarse) .....	\$ 90.00 Each
C136	Sieve Analysis ( Fine) .....	\$ 90.00 Each
C117	Sieve Analysis ( Fine, Washed) .....	\$ 95.00 Each
D1140	#200 Wash .....	\$ 50.00 Each
C117	Sieve Analysis - Combined .....	\$ 105.00 Each
D422/C136	Hydrometer with Sieve Analysis .....	\$ 175.00 Each
D4318	Liquid and Plastic Limit .....	\$ 115.00 Each
CAL TM 217	Sand Equivalent (Set of Three) .....	\$ 80.00 Set
D2419		
CAL TM 227	Cleaness Value .....	\$ 230.00 Each
D2974	Organic Content .....	\$ 75.00 Each

**PHYSICAL CHARACTERISTICS****A.S.T.M.**

C127	Specific Gravity and Absorption ( Fine) .....	\$ 125.00 Each
C128	Specific Gravity and Absorption ( Coarse) .....	\$ 100.00 Each
C127	Specific Gravity ( Coarse) .....	\$ 70.00 Each
C128/D854	Specific Gravity ( Fine) .....	\$ 70.00 Each
D2216	Moisture Content .....	\$ 25.00 Each
D3080	Direct Shear Quick Undisturbed .....	\$ 150.00 Each
	Direct Shear Slow Undisturbed .....	Quotation
D3080	Direct Shear Quick Remolded .....	\$ 200.00 Each
	Direct Shear Slow Remolded .....	Quotation
D2166	Unconfined Compression .....	\$ 75.00 Each
D2435	Consolidation - Time Rate .....	\$ 275.00 Each
D2435	Consolidation - Without Time Rate .....	\$ 225.00 Each
UBC 18-2	Expansion Index .....	\$ 125.00 Each
D4829		
D2434	Permeability - Undisturbed .....	\$ 225.00 Each
D2434	Permeability - Remolded .....	\$ 250.00 Each

**SUBGRADE SUPPORT QUALITY****A.S.T.M.**

D1883	Bearing Ratio w/o M. D. Curve - Per Point .....	\$ 125.00 Each
CAL TM 301	R-Value (3 Points) .....	\$ 225.00 Each
D2844		

Lime, Cement or Bituminous Treatment available upon request.

**DENSITY CHARACTERISTICS****A.S.T.M.**

D2937	Moisture / Density (Ring) .....	\$ 25.00 Each
D1557-A,B	Maximum Density .....	\$ 220.00 Each
D1557-C	Maximum Density .....	\$ 220.00 Each
D698-A,B	Maximum Density .....	\$ 220.00 Each
D698-C	Maximum Density .....	\$ 220.00 Each
	Check Point (Maximum Density) .....	\$ 75.00 Each
C29	Unit Weight - Loose .....	\$ 50.00 Each
C29	Unit Weight - Rodded .....	\$ 75.00 Each
CAL TM 216	Maximum Density .....	\$ 190.00 Each
ASTM D4718	Rock Correction .....	\$ 75.00 Each

**CHEMICAL PROPERTIES****CAL TMs**

532/643	Resistivity .....	\$ 75.00 Each
532/643	pH .....	\$ 45.00 Each
CAL TM 417	Sulphate .....	\$ 55.00 Each
CAL TM 422	Chloride .....	\$ 55.00 Each
	Corrosivity Series .....	\$ 165.00 Each
	Chemical Analysis .....	\$ 75.00 Each

**AGGREGATE PROPERTIES**

## A.S.T.M.

C131	LA Abrasion.....	\$ 180.00 Each
C535	LA Abrasion.....	\$ 175.00 Each
C88	Soundness.....	\$ 300.00 Each
C40	Organic Impurities.....	\$ 95.00 Each
C142	Clay Lumps / Friable Particles.....	\$ 150.00 Each
C123	Coal & Lignite.....	\$ 150.00 Each
ASTM 4791	Percent Elongation / Flats.....	\$ 175.00 Each
CAL TM 205	Percent Crushed.....	\$ 150.00 Each
CAL TM 229	Durability.....	\$ 180.00 Each

**ASPHALT CONCRETE****GENERAL TESTING**

## A.S.T.M.

D2172	Bitumen Content.....	\$ 155.00 Each
D5444	Gradation of Extracted Sample....	\$ 120.00 Each
D1188	Unit Weight - Molded Specimen or Cores.....	\$ 95.00 Each
D2041	Theoretical Maximum Density.....	\$ 150.00 Each
CAL TM 304	Compacted Maximum Density - HVEEM.....	\$ 150.00 Each
D1560/61	Compacted Maximum Density - MARSHALL.....	\$ 225.00 Each
D6926	Stripping.....	\$ 100.00 Each

## AASHTO

312	Gyratory Scope..... (Average of 3 Samples)	\$ 350.00 Each
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## AASHTO

324	Hamburg Wheel..... (Minimum of 4)	\$ 750.00 Puck
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**MIX DESIGN / CONTROL**

## A.S.T.M.

CAL TM 336	Mix Design - HVEEM including Aggregate Tests - Per Design..	\$2,250.00 Each
D1560/61	Mix Design - MARSHALL including Aggregate Tests - Per Design..	\$2,500.00 Each
CAL TM 336	Field Mix - HVEEM - Stability Per Point.....	\$ 225.00 Each
D1560/61	Field Mix - MARSHALL-Stability Per Point.....	\$ 400.00 Each

**BASIS OF CHARGES**

1. A two hour minimum show-up charge will be incurred for all scheduled field services not canceled before 4:00 p.m. of the preceding day. A minimum full day service will be invoiced for field services with ½ hour for the field daily report.
2. An overtime premium of time of 1.5 for any personnel services in excess of eight hours per day, up to and including twelve hours per day, and Saturday. A premium hourly rate of 2.0 will be charged for over twelve hours in any one day, Sunday and Holidays. Holidays are New Years Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Veteran's Day, Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.
3. Engineering review time of all field reports is 2 hours per week during the critical path for inspection services. The charge for weekly report distribution is 1 hour per week and has been included in our estimate.
4. Combination of services will be billed at the applicable higher hourly rate for the day. One hour at the applicable rate will be invoiced for travel when utilizing a nuclear density gauge.
5. Reimbursable expenses such as parking, air fare, car rental, food and lodging are invoiced at cost plus 15%.
6. Outside services performed by others and direct costs expended on the Client's behalf are charged at cost plus 15%, unless otherwise noted.