

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



ITEM
3.4
(ID # 6380)

MEETING DATE:

Tuesday, March 20, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA) AND SHERIFF'S DEPARTMENT :

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND SHERIFF'S DEPARTMENT:
Larry D. Smith Correctional Facility Clinic Project - Approval of Professional Services Agreement with MTGL, Inc. for Geotechnical, Construction Inspection and Materials Testing Services, District 5. [\$195,825 - Existing JJBDC Bond Proceeds - 100%]

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 geotechnical, construction inspection and materials testing services in the amount of \$195,825, for the Smith Correctional Facility (SCF) Clinic Project and authorize the Chairman of the Board to execute the agreement on behalf of the County; and
2. Authorize the Assistant County Executive Officer/EDA to administer the professional services agreement for MTGL in accordance with applicable Board policies.

ACTION: Policy, CIP

Robert Field, Assistant County Executive Officer/EDA

3/8/2018

Cheryl Evans, Chief Deputy

3/8/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: March 20, 2018
xc: EDA

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 125,000	\$ 70,825	\$ 195,825	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Existing JJBDC Bond Proceeds – 100% (Previously approved budget)			Budget Adjustment: No	
			For Fiscal Year: 2017/18 -2018/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On December 12, 2017, Item 3.16, the Board of Supervisors (Board) approved the multi-prime construction agreements and project budget increase in the amount of \$2,520,089 for the SCF Clinic project. Construction has begun and the Economic Development Agency (EDA) is procuring a firm to provide geotechnical, construction inspection and materials testing services for the Project. On August 18, 2015, Item 3-27, the Board approved a pre-qualified list of Materials Testing and Inspection firms. Due to their previous experience working with County correctional facilities, EDA has decided to move forward with MTGL to provide these services.

EDA recommends the Board approve the professional services agreement in the amount of \$195,825 with MTGL to keep the project moving forward and avoid any impacts on the project schedule.

Impact on Residents and Businesses

The new clinic space at SCF will improve the frequency and quality of medical and behavioral health treatments provided to inmates. In addition, the Project will provide a cost savings to the county by reducing the need to transport inmates to outlying county care facilities to provide health care services.

Additional Fiscal Information

All costs associated with this Board action were previously approved on December 12, 2017 (Item 3.16) and are 100% funded through existing JJBDC Bond Proceeds. Expenditures for FY 2017/18 are estimated at \$125,000; expenditures for FY 2018/19 are estimated at \$70,825.

Attachment:

- Professional Services Agreement with MTGL, Inc.

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

RF:HM:VC:SP:JA:FG;mg

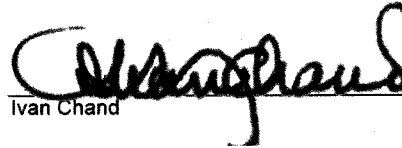
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6380-13778

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MTGL_032018.doc


Rohini Danks, Principal Management Analyst

3/13/2018


Ivan Chand

3/13/2018


Gregory L. Priamos, Director County Counsel

3/8/2018

1 PROFESSIONAL SERVICES AGREEMENT

2 For The Larry D. Smith Correctional Facility Clinic Project

3 FM08250007638

4 This Agreement is made and entered as of the date of the last signature on the signature page of
5 this contract by and between MTGL (herein referred to as "CONSULTANT"), and the COUNTY
6 OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as
7 "COUNTY").

8 WHEREAS, Government Code Section 31000 et seq. authorizes the COUNTY to
9 contract for services with a person who is specially trained and experienced, and who is competent
10 to perform the special services required; and

11 WHEREAS, CONSULTANT has the expertise, special skills, knowledge and
12 experience to perform the duties set out herein.

13 NOW THEREFORE, in consideration of the mutual covenants contained herein,
14 the parties hereto agree as follows:

15 1. SCOPE OF SERVICES: CONSULTANT shall perform all services and other
16 activities necessary to Geotechnical, Construction Inspection and Materials Testing as described
17 in further detail in Exhibit "A" for the Project entitled: Larry D. Smith Correctional Facility
18 Clinic. CONSULTANT shall provide all services in accordance with this Agreement and as
19 outlined and specified in Exhibit "A", consisting of six (6) page(s), attached hereto and by this
20 reference incorporated herein.

21 1.1 CONSULTANT represents and maintains that it is skilled in the professional
22 calling necessary to perform all services, duties and obligations required by this Agreement
23 to fully and adequately complete the project. CONSULTANT shall perform the services
24 and duties in conformance to and consistent with the standards generally recognized as
25 being employed by professionals in the same discipline in the State of California.
26 CONSULTANT further represents and warrants to the COUNTY that it has all licenses,
27 permits, qualifications and approvals of whatever nature are legally required to practice its
28 profession. CONSULTANT further represents that it shall keep all such licenses and

1 approvals in effect during the term of this Agreement.

2 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance of
3 services within one (1) calendar day after execution of this Agreement, and shall diligently perform
4 the services to full completion of the Project as required and in accordance with the scheduled
5 Project completion date of **March 15, 2019**, unless sooner terminated as specified in Paragraph 8,
6 or extended as provided in Paragraph 13. All applicable indemnification provisions in this
7 Agreement shall remain in effect following the termination of this Agreement.

8 3. COMPENSATION: The COUNTY shall pay the CONSULTANT for services
9 performed and expenses incurred as follows:

10 3.1 COUNTY shall pay to CONSULTANT for services performed in
11 accordance with the Scope of Services set forth in Exhibit "A". The total amount
12 of compensation paid to CONSULTANT under this Agreement shall not exceed
13 the maximum of **One Hundred Ninety Five Thousand, Eight Hundred Twenty**
14 **Five (\$195,825)** per Exhibit A, unless a written amendment to the Agreement is
15 executed by both parties prior to performance of additional services.

16 3.2 Reimbursable expenses, if applicable, are defined in Exhibit "A".

17 3.3 Said compensation shall be paid in accordance with an invoice submitted to
18 COUNTY by CONSULTANT within fifteen (15) days from the last day of each calendar
19 month, and COUNTY shall pay the invoice within thirty (30) working days from the date
20 of receipt of the invoice.

21 3.4 Unless otherwise stated in Exhibit "A", the basis for the monthly invoice
22 and payment thereon shall be on a percentage completion basis to be billed monthly.

23 3.5 Labor Code and Prevailing Wages Rates

24 3.5.1 Certain Classifications of Labor under this contract are subject to
25 prevailing wage requirements. It is anticipated that survey and/or soils
26 testing work will or may be performed which classifications are subject to
27 payment of prevailing wage when performed as pre-construction or
28 construction activities on a public works project.

1 3.5.2 Reference is made to Chapter 1, Part 7, Division 2 of the California
2 Labor Code (commencing with Section 1720). By this reference said
3 Chapter 1 is incorporated herein with like effect as if it were here set forth
4 in full. The parties recognize that said Chapter 1 deals, among other things
5 with discrimination, penalties and forfeitures, their disposition and
6 enforcement, wages, working hours, and securing worker's compensation
7 insurance and directly affect the method of prosecution of the work by
8 CONSULTANT and subject it under certain conditions to penalties and
9 forfeitures. Execution of the Agreement by the parties constitutes their
10 agreement to abide by said Chapter 1, their stipulation as to all matters
11 which they are required to stipulate as to by the provisions of said Chapter
12 1, constitutes CONSULTANT'S certification that he is aware of the
13 provisions of said Chapter 1 and will comply with them and further
14 constitutes CONSULTANT'S certification as follows: "I am aware of the
15 provisions of Section 3700 of the California Labor Code which require
16 every employer to be insured against liability for worker's compensation
17 or to undertake self-insurance in accordance with the provisions of that
18 Code, and I will comply with such provisions before commencing the
19 performance of the work of this contract."

20 3.5.3. Pursuant to Section 1773 of the Labor Code, the general prevailing
21 wage rates, including the per diem wages applicable to the work, and for
22 holiday and overtime work, including employer payments for health and
23 welfare, pension, vacation, and similar purposes, in the county in which the
24 work is to be done have been determined by the Director of the California
25 Department of Industrial Relations. These wages are available from the
26 California Department of Industrial Relations' Internet website at
27 <http://www.dir.ca.gov>, and are available at the main office of COUNTY.

28 4. INDEPENDENT CONTRACTOR: COUNTY retains CONSULTANT on an

1 independent contractor basis. CONSULTANT is not, and shall not be considered to be in any
2 manner, an employee, agent or representative of the COUNTY. CONSULTANT shall not be
3 entitled to any benefits payable to employees of COUNTY including County Workers'
4 Compensation benefits. COUNTY is not required to make any deductions from the compensation
5 payable to CONSULTANT under this Agreement, and as an independent contractor,
6 CONSULTANT hereby holds COUNTY harmless from any and all claims that may be made
7 against COUNTY based upon any contention by any third party that an employer-employee
8 relationship exists by reason of this Agreement.

9 Personnel performing any services under this Agreement on behalf of CONSULTANT
10 shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT
11 shall pay all wages, salaries and other amounts due such personnel in connection with their
12 performance of service and as required by law. CONSULTANT shall be responsible for all reports
13 and obligations respecting such personnel, including but not limited to, social security taxes,
14 income tax withholdings, unemployment insurance, and workers' compensation insurance.

15 5. CONSULTANT'S RESPONSIBILITY: It is understood that the CONSULTANT
16 has the skills, experience and knowledge necessary to perform the services agreed to be performed
17 under this Agreement, and that the COUNTY relies upon the CONSULTANT'S representations
18 about its skills, experience and knowledge to perform the CONSULTANT'S services in a
19 competent manner. Acceptance by the COUNTY of the services to be performed under this
20 Agreement does not operate as a release of said CONSULTANT from responsibility for the work
21 performed. It is further understood and agreed that the CONSULTANT is apprised of the scope
22 of the work to be performed under this Agreement and the CONSULTANT agrees that said work
23 can and shall be performed in a fully competent manner.

24 6. INDEMNITY AND HOLD HARMLESS – The CONSULTANT agrees to and
25 shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments
26 and Special Districts, their respective directors, officers, Board of Supervisors, elected and
27 appointed officials, employees, agents and representatives (hereinafter individually and
28 collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits,

1 claims, demands, actions, or proceedings caused by any alleged or actual negligence, recklessness,
2 willful misconduct, errors or omissions of CONSULTANT, its directors, officers, partners,
3 employees, agents or representatives or any person or organization for whom CONSULTANT is
4 responsible, arising out of or from the performance of services under this Agreement. To the extent
5 a loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of
6 CONSULTANT which are not design professional services, CONSULTANT shall indemnify
7 Indemnitees whether or not CONSULTANT is negligent.

8 The duty to indemnify does not include loss, suits, claims, demands, actions, or
9 proceedings caused by actual negligence of Indemnitees; however, any actual negligence of
10 Indemnitees will only affect the duty to indemnify for the specific act found to be negligence, and
11 will not preclude a duty to indemnify for any act or omission of CONSULTANT.

12 CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including but
13 not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands,
14 actions, or proceedings based or alleged to be based on any act or omission of CONSULTANT
15 arising out of or from the performance of services under this contract. The duty to defend applies
16 to any alleged or actual negligence, recklessness, willful misconduct, error or omission of
17 CONSULTANT. The duty to defend shall apply whether or not CONSULTANT is a party to the
18 lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the
19 lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively
20 negligent, unless the act or omission at issue was caused by the sole active negligence of
21 Indemnitees. The duty to defend however only applies to the acts or omissions of the
22 CONSULTANT.

23 The specified insurance provisions and limits required in this contract shall in no way limit
24 or circumscribe CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from
25 third party claims.

26 In the event there is conflict between the indemnity and defense provisions and California
27 Civil Code Section 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to
28 comply with Civil Code sections 2782 and 2782.8.

1 7. INSURANCE: Without limiting or diminishing the CONSULTANT'S obligation
2 to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain or cause
3 to be maintained, at its sole cost and expense, the following insurance coverage during the term of
4 this Agreement. As respects to the insurance section only, the COUNTY herein refers to the
5 County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective
6 directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or
7 representatives as Additional Insureds.

8 A. Workers' Compensation:

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

15 B. Commercial General Liability:

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

24 C. Vehicle Liability:

25 If vehicles or mobile equipment are used in the performance of the obligations
26 under this Agreement, then CONSULTANT shall maintain liability insurance for
27 all owned, non-owned or hired vehicles so used in an amount not less than
28 \$1,000,000 per occurrence combined single limit. If such insurance contains a

1 general aggregate limit, it shall apply separately to this Agreement or be no less
2 than two (2) times the occurrence limit. Policy shall name the COUNTY as
3 Additional Insureds.

4 **D. Professional Liability:**

5 CONSULTANT shall maintain Professional Liability Insurance providing
6 coverage for the CONSULTANT'S performance of work included within this
7 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
8 \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability
9 Insurance is written on a claims made basis rather than an occurrence basis, such
10 insurance shall continue through the term of this Agreement and CONSULTANT
11 shall purchase at his sole expense either 1) an Extended Reporting Endorsement
12 (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with
13 a retroactive date back to the date of, or prior to, the inception of this Agreement;
14 or, 3) demonstrate through Certificates of Insurance that CONSULTANT has
15 maintained continuous coverage with the same or original insurer. Coverage
16 provided under items; 1), 2) or 3) will continue as long as the law allows.

17 **E. General Insurance Provisions - All lines:**

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

24 2) The CONSULTANT must declare its insurance self-insured retention for
25 each coverage required herein. If any such self-insured retention exceed \$500,000
26 per occurrence each such retention shall have the prior written consent of the
27 County Risk Manager before the commencement of operations under this
28 Agreement. Upon notification of self-insured retention unacceptable to the

1 COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S
2 carriers shall either; 1) reduce or eliminate such self-insured retention as respects
3 this Agreement with the COUNTY, or 2) procure a bond which guarantees payment
4 of losses and related investigations, claims administration, and defense costs and
5 expenses.

6 3) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to
7 furnish the County of Riverside with either 1) a properly executed original
8 Certificate(s) of Insurance and certified original copies of Endorsements effecting
9 coverage as required herein, and 2) if requested to do so orally or in writing by the
10 County Risk Manager, provide original Certified copies of policies including all
11 Endorsements and all attachments thereto, showing such insurance is in full force
12 and effect. Further, said Certificate(s) shall contain the covenant of the insurance
13 agent/producer that thirty (30) days written notice shall be given to the County of
14 Riverside prior to cancellation of such insurance except ten (10) days for
15 cancellation due to nonpayment. In the event of a material modification,
16 cancellation, expiration, or reduction in coverage, this Agreement shall terminate
17 forthwith, unless the County of Riverside receives, prior to such effective date,
18 another properly executed original Certificate of Insurance and original copies of
19 endorsements or certified copies of the policies, including all endorsements and
20 attachments thereto evidencing coverage's set forth herein and the insurance
21 required herein is in full force and effect. **CONSULTANT shall not commence**
22 **operations until the COUNTY has been furnished original Certificate (s) of**
23 **Insurance and certified original copies of endorsements and if requested, review**
24 **original of the policies of insurance including all endorsements and any and all**
25 **other attachments as required in this Section. An individual authorized by the**
26 **insurance carrier to do so on its behalf shall sign the original endorsements for**
27 **each policy and the Certificate of Insurance. Upon COUNTY'S request,**
28 **CONSULTANT shall make available for inspection by County Risk Manager, at**

1 *a mutually agreeable location, copies of CONSULTANT'S insurance policies.*

2 4) It is understood and agreed to by the parties hereto that the
3 CONSULTANT'S insurance shall be construed as primary insurance, and the
4 COUNTY'S insurance/or deductible and/or self-insured retentions or self-insured
5 program shall not be construed as contributory.

6 5) If, during the term of this Agreement or any extension thereof, there is a
7 material change in the scope of services; or, there is a material change in the
8 equipment to be used in the performance in the scope of work; or, the term of this
9 Agreement, including any extension thereof, exceeds five (5) years; the COUNTY
10 reserves the right to adjust the types of insurance and the monetary limits of liability
11 required under this Agreement, if in the County Risk Manager's reasonable
12 judgment, the amount or type of insurance carried by the CONSULTANT has
13 become inadequate.

14 6) CONSULTANT shall pass down the insurance obligations contained herein
15 to all tiers of subcontractors working under this Agreement.

16 7) The insurance requirements contained in this Agreement may be met with
17 a program(s) of self-insurance acceptable to the COUNTY.

18 8) CONSULTANT agrees to notify COUNTY of any claim by a third party or
19 any incident or event that may give rise to a claim arising from the performance of
20 this Agreement.

21 8. TERMINATION: COUNTY may, by written notice to CONSULTANT, terminate
22 this Agreement in whole or in part at any time. Such termination may be for COUNTY'S
23 convenience or because of CONSULTANT'S failure to perform its duties and obligations under
24 this Agreement including, but not limited to, the failure of CONSULTANT to timely perform
25 services pursuant to the Scope of Services described in Exhibit "A" of this Agreement.

26 8.1 Discontinuance of Services. Upon Termination, CONSULTANT shall,
27 unless otherwise directed by the Notice, discontinue all services and deliver to the
28 COUNTY all data, estimates, graphs, summaries, reports, and other related materials as

1 may have been prepared or accumulated by CONSULTANT in performance of services,
2 whether completed or in progress.

3 8.2 Effect of Termination For Convenience. If the termination is to be for the
4 convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for
5 services satisfactorily provided through the date of termination. CONSULTANT shall
6 provide documentation deemed adequate by COUNTY to show the services actually
7 completed by CONSULTANT prior to the date of termination. This Agreement shall
8 terminate thirty (30) days following receipt by the CONSULTANT of the written Notice
9 of Termination.

10 8.3 Effect of Termination For Cause. If the termination is due to the failure of
11 CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be
12 compensated for those services which have been completed in accordance with this
13 Agreement and accepted by the COUNTY. In such case, the COUNTY may take over the
14 work and prosecute the same to completion by contract or otherwise. Further,
15 CONSULTANT shall be liable to the COUNTY for any reasonable additional costs
16 incurred by the COUNTY to revise work for which the COUNTY has compensated
17 CONSULTANT under this Agreement, but which the COUNTY has determined in its sole
18 discretion needs to be revised in part or whole to complete the Project. Prior to
19 discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT
20 to determine what steps, if any, CONSULTANT can take to adequately fulfill its
21 requirements under this Agreement. In its sole discretion, County's Representative may
22 propose an adjustment to the terms and conditions of the Agreement, including the contract
23 price. Such contract adjustments, if accepted in writing by the Parties, shall become
24 binding on CONSULTANT and shall be performed as part of this Agreement. In the event
25 of termination for cause, unless otherwise agreed to in writing by the parties, this
26 Agreement shall terminate seven (7) days following the date the Notice of Termination was
27 mailed to the CONSULTANT. Termination of this Agreement for cause may be
28 considered by the COUNTY in determining whether to enter into future agreements with

1 CONSULTANT.

2 8.4 Notwithstanding any of the provisions of this Agreement,
3 CONSULTANT'S rights under this Agreement shall terminate (except for fees accrued
4 prior to the date of termination) upon dishonesty, or a willful or material breach of this
5 Agreement by CONSULTANT, or in the event of CONSULTANT'S unwillingness or
6 inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is
7 terminated pursuant to Section 8. In such event, CONSULTANT shall not be entitled to
8 any further compensation under this Agreement.

9 8.5 Cumulative Remedies. The rights and remedies of the parties provided in
10 this Section are in addition to any other rights and remedies provided by law or under this
11 Agreement.

12 9. CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no
13 interest, including but not limited to, other projects or independent contracts, and shall not acquire
14 any such interest, direct or indirect, which would conflict in any manner or degree with the
15 performance of services required under this Agreement. CONSULTANT further covenants that
16 in the performance of this Agreement, no person having any such interest shall be employed or
17 retained by it under this Agreement.

18 10. ADMINISTRATION: The Deputy Director, Economic Development Agency,
19 Project Management Office (or designee) shall administer this Agreement on behalf of COUNTY.

20 11. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either
21 in whole or in part, without prior written consent of COUNTY. Any assignment or purported
22 assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY
23 will be deemed void and of no force or effect.

24 12. NONDISCRIMINATION: CONSULTANT represents that it is an equal
25 opportunity employer and it shall not discriminate against any employee or applicant for
26 employment because of race, religion, color, national origin, ancestry, sex, physical condition, or
27 age. Such non-discrimination shall include, but not be limited to, all activities related to initial
28 employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

1 termination.

2 13. ALTERATION: No alteration or variation of the terms of this Agreement shall be
3 valid unless made in writing and signed by the parties hereto, and no oral understanding or
4 agreement not incorporated herein shall be binding on any of the parties hereto. No additional
5 services shall be performed by CONSULTANT without a written amendment to this Agreement.

6 CONSULTANT understands that the County Purchasing Agent or the County Board of
7 Supervisors are the only authorized COUNTY representatives who may at any time, by written
8 order, make any alterations within the general scope of this Agreement.

9 If CONSULTANT feels that any work requested of it is beyond the scope of services under
10 this Agreement, any claim by the CONSULTANT for adjustment under this paragraph shall be
11 made within thirty (30) days of when the CONSULTANT is requested to perform the disputed
12 scope of work.

13 14. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of
14 this Agreement, possession of a current and valid license and certification in compliance with any
15 local, State, and Federal laws and regulations relative to the scope of services to be performed
16 under Exhibit "A", and that services(s) will be performed by properly trained and licensed staff.

17 15. CONFIDENTIALITY: CONSULTANT shall maintain the confidentiality of any
18 and all records and information accessed or processed under this Agreement. CONSULTANT
19 shall not disclose, except as permitted by this Agreement or as authorized by the COUNTY, any
20 oral or written communication, information, or effort of cooperation between COUNTY and
21 CONSULTANT, or between COUNTY and CONSULTANT and any other party.

22 16. DOCUMENTS: The COUNTY acknowledges that the CONSULTANT'S reports,
23 drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and
24 other similar documents are instruments of professional service, not products. Although
25 ownership of such documents normally is retained by the CONSULTANT they nonetheless shall
26 in this instance become upon their creation the property of the COUNTY whether the Project is
27 constructed or not. The COUNTY may use design documents and the designs depicted in them,
28 without the CONSULTANT'S consent, in connection with the Project, or other COUNTY

1 Projects, including, without limitation, future additions, alterations, connections, repairs,
2 information, reference, use or occupancy of the Project(s). Any reuse of the documents by
3 COUNTY without the written consent of the CONSULTANT shall be at COUNTY'S sole risk
4 and without liability or legal exposure to the CONSULTANT, and COUNTY shall indemnify,
5 defend and hold the CONSULTANT harmless from any claims or losses arising out of such use
6 of the design documents by the COUNTY.

7 16.1 Upon completion of each phase of work described in Exhibit "A", the
8 CONSULTANT shall furnish to the COUNTY four (4) copies of the deliverables, and/or
9 documents completed for that phase as specified in Exhibit "A". Upon approval thereof
10 by the COUNTY, the CONSULTANT shall furnish one reproducible set along with an
11 electronic copy on Compact Disk (CD) of the deliverables and/or documents.

12 17. JURISDICTION, VENUE: This Agreement is to be construed under the laws of
13 the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in
14 the County of Riverside, State of California.

15 18. WAIVER: Any waiver by COUNTY of any breach of any one or more of the terms
16 of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the
17 same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and
18 complete compliance with any terms of this Agreement shall not be construed as in any manner
19 changing the terms hereof, or stopping COUNTY from enforcement hereof.

20 19. SEVERABILITY: If any provision in this Agreement is held by a court of
21 competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will
22 nevertheless continue in full force without being impaired or invalidated in any way.

23
24 20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement
25 between the parties hereto with respect to the subject matter hereof and all prior or
26 contemporaneous agreements of any kind or nature relating to the same shall be deemed to be
27 merged herein. Any modifications to the terms of this Agreement must be in writing and signed
28 by the parties herein.

1 21. NOTICES: All correspondence and notices required or contemplated by this
2 Agreement shall be delivered to the respective parties at the addresses set forth below and are
3 deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:
4

5 COUNTY:

6 Economic Development Agency

7 Project Management Office

8 3403 10th Street, Suite 400

9 Riverside, CA 92501

10 Attn: Frank J. Gonzales

CONSULTANT:

MTGL

14467 Meridian Pkwy, Building 2A

Riverside, CA, 92518

Attn: Steven Koch

11
12 IN WITNESS WHEREOF, the party hereto for the COUNTY has caused their duly authorized
13 representative to approve the contents of this Agreement as representative of the COUNTY'S
14 requirements for this project. The execution of this Agreement by the COUNTY shall be through
15 the authority given in 3.24 06/24/16 and for the Purchase Order issued pursuant to the same.
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1 IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to execute
2 this Agreement.

3
4 "COUNTY"
5 COUNTY OF RIVERSIDE
6 By: Chuck Washington
7 Chairman, Board of Supervisors
8 CHUCK WASHINGTON

"CONSULTANT"
MTGL
By: Michael J. Landon
Title: President
By: Michael J. Landon
Federal Tax I.D. No. 33-0580168

10 ATTEST:
11 Kecia Harper-Ihem
12 Clerk of the Board

Address: 14467 Mendocino Pkwy, Bldg 2A
Riverside, CA 92518

13
14 By: Kecia Harper-Ihem
15 Deputy

17 (SEAL)

22 APPROVED AS TO FORM:
23 Gregory P. Priamos
24 County Counsel
25 By: Synthia M. Gunzel
26 Synthia M. Gunzel
27 Chief Deputy County Counsel



"Providing Value in Quality Control"

Geotechnical Engineering Construction Inspection Materials Testing Environmental

EXHIBIT "A"

Riverside EDA
Mr. Frank Gonzales

November 30, 2017
Proposal Log No. P-17-228.R

Branch Office Riverside

14467 Meridian Pkwy
Building 2A
Riverside, Ca 92518

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

**RE: REVISED PROPOSAL FOR TESTING AND INSPECTION
Larry D. Smith Correctional Facility Medical Clinic
1627 South Hargrave- Banning, CA**

The rates set forth in the attached schedule have been detailed below for this project. MTGL proposes to provide the services required to fulfill the contract conformance inspections. The understanding is that this project is to be constructed over 5 acres on a site MTGL had provided previous services.

SOIL / ASPHALT / CONCRETE / REINFORCING STEEL / ANCHOR BOLT STRUCTURAL STEEL TESTING AND INSPECTION

1,386 Hours	Soil Inspection for 156 Days	\$ 85.00	hour	\$ 117,810.00
248 Hours	Masonry Inspection for 31 days	\$ 85.00	hour	\$ 21,080.00
280 Hours	Welding / Lt. Gauge Metal Inspection for 35 days	\$ 85.00	hour	\$ 23,800.00
48 Hours	Fireproofing Inspection for 6 days	\$ 85.00	hour	\$ 4,080.00
24 Hours	T-Bar Ceiling Inspection for 3 days	\$ 85.00	hour	\$ 2,040.00
20 Hours	Ultrasonic or Fabrication Inspection Field	\$ 95.00	hour	\$ 1,900.00
10 Each	A325 High Strength Bolt Tensile Test	\$ 75.00	each	\$ 750.00
21 Each	Grouted Masonry Prisms	\$ 125.00	each	\$ 2,625.00
80 Hours	Project Manager / Contract Administration	\$ 75.00	hour	\$ 6,000.00
12 Trips	Laboratory Sample Pick up	\$ 40.00	trip	\$ 480.00
480 Each	Concrete / Mortar / Grout Compression	\$ 27.00	each	\$ 12,960.00
20 Hours	Staff Engineer Laboratory Reports	\$ 90.00	hour	\$ 1,800.00
1 Each	Final Affidavit	\$ 500.00	each	\$ 500.00
			TOTAL	\$ 195,825.00

Office Locations

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


Certifying Agencies

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

Estimates are based on work performed eight hours per day, Monday- Friday.

Invoicing would be in accordance with the Basis of Charges in our fee schedule.
MTGL is looking forward to continuing our relationship.

Sincerely,
MTGL, Inc.


Steven Koch
Senior Vice President

Michael J. Landon
President

CLIENT: _____

BY: _____

TITLE: _____

DATE: _____

M0010	Start Milestone	0	Dec-18-1	
M9999	Project Complete	0		Apr-10-18

CON0010	Start Construction	0	Dec-18-17	
CON0020	Mobilize Project	5	Dec-18-17	Dec-22-17
CON0030	Weather Days	20	Feb-14-19	Mar-13-19
CON0040	Commissioning	20	Mar-14-19	Apr-10-19
CON9999	Complete Construction	0		Apr-10-19

S1000	Start Site Work	0	Dec-26-17	
S1010	Safe Off Utilities	2	Dec-26-17	Dec-27-17
S1020	Safe Off Electrical	1	Dec-26-17	Dec-26-17
S1030	Demo Fence/Temp Entrance Gate	2	Dec-26-17	Dec-27-17
S1040	Survey for RT Footing	1	Dec-28-17	Dec-28-17
S1095	Electrical/Controls for Locks	2	Jan-29-18	Jan-30-18
S1097	Camera and intercom for Gates	2	Jan-31-18	Feb-01-18
S1140	Temp Fence	1	Feb-06-18	Feb-06-18
S1150	Survey Bldg Pad	1	Feb-08-18	Feb-08-18
S1260	Survey/Pad Certification	3	Mar-22-18	Mar-26-18
S1270	Survey	2	Nov-15-18	Nov-16-18

C4000	Start New Clinic	0	Mar-29-18	
C4070	Clean Latience	1	Apr-18-18	Apr-18-18
C4160	Cure SOG	5	May-22-1	May-29-18
C4170	Bucks, Shoring and HM Frames	2	May-30-1	May-31-18
C4190	R/I Electrical in CMU	5	Jun-29-18	Jul-06-18
C4240	Roof Curbs	2	Aug-02-18	Aug-03-18
C4250	Roof Hatch	1	Aug-02-18	Aug-02-18
C4260	Rigid insulation	6	Aug-06-18	Aug-10-18
C4270	Roofing	8	Aug-13-18	Aug-22-18
C4280	Roof Mechanical Equipment	2	Aug-23-18	Aug-34-18
C4310	HM Frames	5	Sep-06-18	Sep-12-18
C4320	R/I Electrical (includes Pulling Wires/Lt)	15	Sep-06-18	Sep-26-18
C4330	R/I Plumbing	10	Sep-06-18	Sep-19-18
C4340	R/I Fire Sprinklers	7	Sep-06-18	Sep-14-18
C4360	R/I HVAC	10	Sep-06-18	Sep-19-18
C4360	One Side Drywall	4	Sep-27-18	Oct-02-18
C4370	Insulats	2	Oct-03-18	Oct-04-18
C4380	Frame Hard Lids	5	Oct-03-18	Oct-09-18
C4390	Lead Lining	3	Oct-10-18	Oct-12-18
C4400	Second Side Drywall/Ceilings	4	Oct-15-18	Oct-18-18
C4410	Tape/Float Texture	7	Oct-19-18	Oct-29-18
C4420	Interior Painting	4	Oct-30-18	Nov-02-18
C4430	Plywood in IT/Electrical Rooms	2	Nov-05-18	Nov-06-18
C4440	Electrical Panels and Equipment	5	Nov-07-18	Nov-13-18

STANDARD GRADING NOTES

1. ALL WORK SHALL CONFORM TO THE COUNTY OF RIVERSIDE GRADING REGULATIONS, THE ADOPTED CALIFORNIA BUILDING CODE, AND THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES OR STRUCTURES ABOVE OR BELOW (GROUND) SHOWN OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ALL DAMAGE TO ANY UTILITIES OR STRUCTURES CAUSED BY HIS/HER OPERATION.
3. ADJACENT STREETS ARE TO BE CLEANED DAILY OF ALL DIRT AND DEBRIS THAT ARE THE RESULT OF OPERATION.
4. DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS.
5. ALL GRADING SHALL BE COMPLETED UNDER THE SUPERVISION OF A REGISTERED SOILS ENGINEER OF RECORD IN CONFORMANCE WITH RECOMMENDATIONS OF THE GEOTECHNICAL REPORT. EXCAVATION AND FILL FOR BUILDINGS AND STRUCTURES SHALL BE CONSTRUCTED OR PROTECTED SO AS NOT TO ENDANGER LIFE AND PROPERTY.
6. (TWO SETS OF THE FINAL SOILS REPORT SHALL BE SUBMITTED TO THE DEPARTMENT OF STATE ARCHITECT AND TO THE RIVERSIDE COUNTY DESIGN AND CONSTRUCTION DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. THE SOILS REPORT SHALL REFLECT THE FACT THAT THE COMPACTION HAS BEEN OBTAINED NOT ONLY IN THE BUILDING PAD LOCATIONS, BUT IN THE REMAINDER OF THE SITE, INCLUDING THE SLOPES. FINAL SOILS GRADING CERTIFICATION SHALL BE SUBMITTED BY THE SOILS ENGINEER OF RECORD THAT THE FINAL GRADING CONFORMS TO APPENDIX J OF THE CALIFORNIA BUILDING CODE (C.B.C.) AND THE APPROVED GRADING PLAN.)
7. ALL SLOPES SHALL BE A MAXIMUM OF 2:1, CUT OR FILL, UNLESS OTHERWISE RECOMMENDED BY REGISTERED SOILS ENGINEER AND APPROVED BY THE COUNTY ENGINEER.
8. ALL PADS AND SWALES SHALL SLOPE A MINIMUM OF 1% TO STREET OR DRIVES OR AS SPECIFIED ON DRAWINGS.
9. ALL TRENCH BACKFILLS SHALL BE TESTED AND CERTIFIED BY THE SOILS ENGINEER OF RECORD TO NOT LESS THAN 90% MAXIMUM DENSITY AS DETERMINED BY A.S.T.M. SOIL COMPACTION TEST D1557. THE TOP 1.5 FT. OF SUBGRADE BELOW THE STREET PAVEMENT STRUCTURAL SECTION SHALL BE COMPACTED TO 95% RELATIVE COMPACTION.
10. SEPARATE PERMITS FROM THE COUNTY OF RIVERSIDE SHALL BE REQUIRED FOR ANY IMPROVEMENT WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
11. CUT SLOPES GREATER THAN 5 FEET IN VERTICAL HEIGHT, AND FILL SLOPES GREATER THAN 3 FEET IN VERTICAL HEIGHT SHALL BE PLANTED WITH APPROVED GROUND COVER OR OTHER APPROVED SLOPE EROSION CONTROL METHOD TO PROTECT SLOPE FROM EROSION AND INSTABILITY IN ACCORDANCE WITH THE GRADING REGULATIONS.
12. (SEPARATE PERMITS SHALL BE REQUIRED FOR ALL WALLS AND FENCES.)
13. ALL SLOPES ADJACENT TO THE PUBLIC RIGHT-OF-WAY SHALL BE SET BACK 2 FEET IF HEIGHT IS LESS THAN 10 FEET, AND 3 FEET IF HEIGHT IS GREATER THAN 10 FEET.
14. DAMAGED OR ALTERED PUBLIC IMPROVEMENTS SHALL REMAIN EXPOSED UNTIL THE APPROVED MEANS OF CORRECTION BY THE AOR ARE ACCEPTED BY THE IOR.
15. AN "AS-BUILT" GRADING PLAN SHALL BE SUBMITTED AT THE COMPLETION OF WORK, AND PRIOR TO THE ISSUANCE OF THE OCCUPANCY PERMIT.
16. CERTIFICATION BY THE R.C.E. OF RECORD THAT THE ROUGH GRADING SOIL COMPACTION HAS BEEN COMPLETED PER (ITEMS 7, 8 AND 11) AND THE SITE CONFORMS TO THIS PLAN AS TO LINE AND GRADE SHALL BE REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT.
17. THE R.C.E. OF RECORD SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING DURING CONSTRUCTION, THE R.C.E. OF RECORD SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE RIVERSIDE COUNTY DESIGN AND CONSTRUCTION DEPARTMENT.
18. ALL IMPORTED SOIL SHALL BE TESTED BY THE APPROVED LAB AND THEN ACCEPTED BY THE IOR.
19. ALL COMPACTION SHALL BE VERIFIED AND CERTIFIED BY THE APPROVED LAB.
20. ALL GRADING SHALL BE VERIFIED AND CERTIFIED BY THE APPROVED LAB.



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 / 6925 Ferris Square Ste. C, San Diego, CA 92121
Imperial 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, 2017

MTGI, 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.....	\$ 75.00 Per Hour
Draftsperson.....	\$ 70.00 Per Hour
Word Processing.....	\$ 50.00 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

Special Inspection.....	\$ 85.00 Per Hour
Roofing Technician.....	\$ 85.00 Per Hour
Batch Plant (Concrete or Asphalt).....	\$ 85.00 Per Hour
Technician - Laboratory and Field.....	\$ 85.00 Per Hour
Soils/Asphalt Technician.....	\$ 85.00 Per Hour
Ultrasonic, Dye Penetrant, or Magnetic Particle, and Fabrication Inspection.....	\$ 95.00 Per Hour
Pull-Out Test on Embedded Bolts/ Anchors and Dowels.....	\$ 85.00 Per Hour
Multi-Certified Inspector.....	\$ 95.00 Per Hour
Pile Driving / Deep Foundation Inspection.....	\$ 85.00 Per Hour
Pachometer/ Schmidt Hammer/Elcometer/ Torque.....	\$ 85.00 Per Hour
Concrete, Masonry, Asphalt Coring or Sawing....	\$ 160.00 Per Hour
Floor Flatness / Levelness (Inc. Equipment).....	\$ 1,500.00 Per Day
Emissivity.....	\$ 85.00 Per Hour
Ground Rod Test.....	\$ 85.00 Per Hour

EQUIPMENT

Pick-Up and Delivery - Miscellaneous.....	\$ 40.00 Per Day
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") W/ Mold.....	\$ 27.00 Each
C495	Lightweight Fill Concrete (3" x 6").....	\$ 27.00 Each
C39	Concrete or Gunitite 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

	Mortar Cylinders (2" x 4") w/ mold	\$ 27.00 Each
C109	Mortar Cubes (2" x 2") w/ mold.....	\$ 27.00 Each
C1019	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".....	\$ 125.00 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.....	\$ 45.00 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.....	\$ 35.00 Each
A615/706	Bend Test No. 14.....	\$ 50.00 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	\$ 35.00 Each
	Pipe Flattening Test	\$ 50.00 Each
	Bolt Tensile Test	\$ 45.00 Each
	Bolt Proof Test	\$ 35.00 Each
	Nut Proof Test.....	\$ 30.00 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	Cleanness 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	\$ 180.00 Each
D1557-C	Maximum Density	\$ 180.00 Each
D698-A,B	Maximum Density	\$ 180.00 Each
D698-C	Maximum Density	\$ 180.00 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	\$ 275.00 Each
	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	\$ 150.00 Each
C535	LA Abrasion	\$ 175.00 Each
C88	Soundness	\$ 300.00 Each
C40	Organic Impurities	\$ 75.00 Each
C142	Clay Lumps / Friable Particles.....	\$ 100.00 Each
C123	Lt. Wt Particles	\$ 100.00 Each
	Percent Elongation / Flats	\$ 175.00 Each
CAL TM 205	Percent Crushed	\$ 150.00 Each
CAL TM 229	Durability.....	\$ 150.00 Each

ASPHALT CONCRETE**GENERAL TESTING**

A.S.T.M.		
D2172	Bitumen Content	\$ 125.00 Each
D5444	Gradation of Extracted Sample	\$ 90.00 Each
D1188	Unit Weight - Molded Specimen or Cores	\$ 75.00 Each
D2041	Theoretical Maximum Density	\$ 125.00 Each
CAL TM 304	Compacted Maximum Density - HVEEM.....	\$ 150.00 Each
D1560/61	Compacted Maximum Density - MARSHALL.....	\$ 175.00 Each
D6926	Stripping.....	\$ 100.00 Each

MIX DESIGN / CONTROL

A.S.T.M.		
CAL TM 336	Mix Design - HVEEM including	
D1560/61	Aggregate Tests - Per Design	\$2,250.00 Each
D6926/27	Mix Design - MARSHALL including	
	Aggregate Tests - Per Design	\$2,500.00 Each
CAL TM 336	Field Mix - HVEEM - Stability	
D1560/61	Per Point.....	\$ 175.00 Each
D6926	Field Mix - MARSHALL-Stability	
	Per Point.....	\$ 200.00 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 four and eight hour charge will be incurred for special deputy field services with a flat ½ hour for the field daily report.
2. Time and one-half will be charged for any personnel services from 4:00 PM – 6:30 AM and in excess of eight hours per day, up to and including twelve hours per day, and Saturday. Double time will be charged for over twelve hours in any one day, Saturday and Sunday. Holidays are New Year's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day and will be assessed at triple time. High priority laboratory testing at the Client's request which requires unscheduled overtime is subject to a 50% increase from the standard rates.
3. Sampling, specification review, discussion, and report preparation for field testing are charged at hourly rates. A minimum charge of \$100.00 will be made for issuance of any engineering reports. Engineering review time of all field reports is estimated to be 2.5 hours per week. The charge for weekly report distribution is 1 hour per week.
4. There will be no charge for travel time and mileage. Combination of services will be billed at the applicable higher hourly rate for the day. Soil services will have 1 hour invoiced for travel with the nuclear density gauge.
5. Reimbursable expenses such as parking, air fare, car rental, food and lodging will be charged at cost plus 20%, unless provided. Subsistence on remote jobs by quotation, unless provided.
6. Outside services performed by others and direct costs expended on the Client's behalf are charged at cost plus 20%, unless otherwise noted.