

San Mateo-Foster City School District
Facilities Department
1410 So. Amphlett Blvd.
San Mateo, CA 94402

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement" or "Contract") is made and entered into as of the 27th day of January 2022 by and between the San Mateo-Foster City School District, San Mateo, California ("District") and Consolidated Engineering Laboratories, ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of the following:

Provide Inspections/Testing Services for George Hall New Multi-Purpose Building and Support Rooms Classrooms as per proposal dated January 17, 2022.

- 1.1. The Consultant's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining component(s). Consultant shall invoice for each inspection and test separately and for each site separately and District shall compensate Consultant for each site separately on a proportionate basis based on the level and scope of Services completed for each site.
2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Fifty-four Thousand Dollars (\$54,000.00)**. District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. Consultant shall prepare a separate invoice for each school site, if Consultant works at more than one site. The itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

5.1. Not applicable.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Designated Representatives / Labor Compliance Program.** The Consultant shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program. If the Consultant employs subcontractor(s), the Consultant shall ensure that its contract(s) with its subcontractor(s) include language notifying the subcontractor(s) of the District's Labor Compliance Program, if any.
8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
 - 8.1. Not applicable.
9. **Performance of Services.**
 - 9.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - 9.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 9.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 9.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
10. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
12. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5)

years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

13. Termination.

- 13.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 13.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 13.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 13.3.1. material violation of this Agreement by the Consultant; or
 - 13.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 13.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 14. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

15. Insurance.

- 15.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
 - 15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
 - 15.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance

and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

- 15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 15.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 15.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 15.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

- 15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

16. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

17. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant

performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

18. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
21. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
22. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
23. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

San Mateo-Foster City School District
1170 Chess Dr.
Foster City, CA 94404
ATTN: Mark Sherrill

Consultant:

Consolidated Engineering
2001 Crow Canyon Rd. Suite 200
San Ramon, California 94583
ATTN: Bill Cale

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 28. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 29. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 30. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 31. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 32. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 33. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 34. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 35. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 36. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 37. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 38. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20__

Dated: _____, 20__

San Mateo-Foster City School District

Consolidated Engineering Laboratories

By: _____

By: _____

Print Name: Patrick Gaffney

Print Name: _____

Print Title: Chief Business Official

Print Title: _____

Information regarding Consultant:

Consultant: _____

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☐ Limited Liability Company
☐ Other: _____

Employer Identification and/or Social Security
Number

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Consultant or Company: Consolidated Engineering Laboratories

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____
 District Representative's Name and Title: _____
 Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows:
"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- ☒ Surveillance of Employees by District personnel.

Date: January 27, 2022 _____
 District Representative's Name and Title: Mark Sherrill, Construction Project Manager _____
 Signature: _____

MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE. I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____
 Name of Consultant or Company: Consolidated Engineering Laboratories
 Signature: _____
 Print Name and Title: _____

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Provide Inspections/Testing Services for George Hall New MPR and Support Rooms as per proposal dated September 17, 2022.

Consultant's entire Proposal is not made part of this Agreement.

The scopes of services are more specifically described herein.

Consultant shall perform inspection and testing services without limitation:

- Concrete
- Masonry
- Structural Steel
- Miscellaneous Steel
- Shearwall Nailing
- Epoxy Dowels and Expansion Anchors
- Final Affidavit



#3066/22

CONSOLIDATED ENGINEERING
LABORATORIES

Exhibit "A"

January 17, 2022

Mark L. Sherrill
Construction Project Manager
San Mateo-Foster City School District
1170 Chess Drive
Foster City, CA 94404

Via E-Mail: msherrill@smfc.k12.ca.us

Subject: George Hall Elementary School 01-119574
130 San Miguel Way, San Mateo, CA 94403
CEL #10-61704PW
Materials Testing and Construction Inspection Services

Dear Mark:

Consolidated Engineering Laboratories (CEL) is pleased to submit our budget estimate proposal to provide materials testing and construction inspection services for the **George Hall Elementary School 01-119574 project, located in San Mateo, California**. CEL would be proud to be part of your team, helping to ensure the construction quality and success of this project.

Following are our cost estimate and scope of services. We assembled this proposal based on the following sources:

- DSA Form 103-19 stamped October 18, 2021
- 1% of DSA-estimated construction value: \$54,000.00
- San Mateo-Foster City School District Fee Schedule

Thank you for giving CEL the opportunity to be a part of your project team. We are committed to providing our clients the very best service possible to fulfill their testing and inspection needs, and are eager to prove this commitment to you. Should you have any questions or require additional information, please do not hesitate to contact me.

Respectfully submitted,
CONSOLIDATED ENGINEERING LABORATORIES

William K. Cale
Senior Project Manager

Rob Morse
Senior Vice President

THOUGHTFUL ASSUMPTIONS AND CLARIFICATIONS

- This is a time and materials budget estimate proposal.
- No overtime or shift differential time has been included in this proposal.
- All steel to be fabricated in a Northern California facility running a single shift during regular business hours. The fabricator is unknown at this time. Through our trusted network, CEL can most-often cover remote locations without any additional cost (travel, mileage, subsistence, etc.)



CONSOLIDATED ENGINEERING
LABORATORIES

Exhibit "B"

**San Mateo-Foster City School District
CONSTRUCTION INSPECTION AND MATERIALS TESTING**

Effective January 1, 2022 through December 31, 2022

ENGINEERING SERVICES	UNIT RATE	UNIT
Principal/Principal Engineer	\$ 266.00	hour
Geotechnical Engineer	\$ 210.00	hour
Senior Engineer	\$ 210.00	hour
Metallurgical Engineer	\$ 210.00	hour
Project Engineer/Geologist	\$ 175.00	hour
Staff Engineer	\$ 175.00	hour
Assistant Engineer	\$ 130.00	hour
Field Supervisor	\$ 130.00	hour
Lab Technician	\$ 100.00	hour
INSPECTION SERVICES	UNIT RATE	UNIT
ICC/AWS Inspector with NDT Equipment	\$ 96.00	hour
ICC/AWS Inspector (Visual Only)	\$ 94.00	hour
ICC Certified Inspector	\$ 92.00	hour
Proofload Testing/Anchor Installation Inspector	\$ 84.00	hour
Mechanical Inspector	\$ 130.00	hour
Electrical Inspector	\$ 130.00	hour
Plumbing Inspector	\$ 130.00	hour
OSHPD IFC Premier Certified Firestop Inspector	\$ 135.00	hour
DSA Masonry/Shotcrete Inspector	\$ 94.00	hour
Waterproofing Technician	\$ 104.00	hour
Soils Inspector with Nuclear Gauge (Portal-to-Portal Charges Apply)	\$ 104.00	hour
SPECIALIZED SERVICES	UNIT RATE	UNIT
Pachometer	\$ 176.00	hour
In-Place Brick Shear Tests (Masonry) - Two-Person Crew (4-hour minimum)	\$ 210.00	hour
Ground Penetrating Radar (GPR)		
- One Man Crew	\$ 233.00	hour
Floor Flatness Testing:		
- Surveying/Inspection	\$ 205.00	hour
Phased Array Technician	\$ 135.00	hour
Profileograph Technician	\$ 135.00	hour
Profileograph Equipment	Quotation on Request	
CORING SERVICES	UNIT RATE	UNIT
Coring Machine Operator	\$ 165.00	hour
Helper (add per hour)	\$ 95.00	hour
Diamond Drill Bit Charges, per inch to 5"	\$ 9.00	inch
Diamond Drill Bit Charges, per inch 6" and over	Quotation on Request	
CONCRETE	UNIT RATE*	UNIT
Concrete Mix Design Review	\$ 345.00	each
Trial Batches, Prepared in Laboratory C192	\$ 1,100.00	each
Length Change of Concrete (Shrinkage), set of 3, ASTM C157, CT 530	\$ 510.00	each
Compression, 6X12 Cylinders, ASTM C 39, CT 521	\$ 70.00	each

* Based on standard turnaround times.
Rush tests are an additional 50%.



**CONSOLIDATED ENGINEERING
LABORATORIES**

Compression 4x8 Cylinders ASTM C 39	\$	32.00	each
Compression, Core (including end preparation), ASTM C 42	\$	135.00	each
Grout Compression, 2X2 Cubes, each age, ASTM C 109	\$	58.00	each
Epoxy Grout 2x2 Cube Compression ASTM C 579	\$	58.00	each
Cylinders, Stored 60 days (hold cylinders)	\$	40.00	each
Splitting Tensile Strength, 6X12 Cylinders, ASTM C 496	\$	145.00	each
Unit Weight of Concrete Cylinders, ASTM C 567	\$	105.00	each
Unit Weight of Lightweight Insulating Concrete, ASTM C 495	\$	105.00	each
Compression Test of Lightweight Insulating Concrete, ASTM C 495	\$	115.00	each
Flexural Strength of Concrete, ASTM C 78	\$	110.00	each
Shotcrete Pre-Production Panel Evaluation, Up to 12" Thick	\$	1,430.00	each
Shotcrete Pre-Production Panel Evaluation, 12" to 24" Thick	\$	2,100.00	each
Shotcrete Panel Core Compression Test, ASTM C 42	\$	84.00	each
Chloride Ion Content, AASHTO T260	\$	210.00	each

SOIL MECHANICS

UNIT RATE* UNIT

Moisture/Density Curve

Standard Proctor ASTM D 698	\$	330.00	each
Modified Proctor ASTM D 1557	\$	370.00	each
Checkpoint (ASTM or Caltrans)	\$	175.00	each
California Impact, CT 216	\$	350.00	each
Rock Correction for Oversize Material, ASTM D4718/CT216	\$	130.00	each

Sieve Analysis

Bulk Sample Gradation, ASTM C 136/C117/CT202	\$	215.00	each
Material Finer than #200 Sieve, ASTM C 117	\$	105.00	each

Soil Mechanics

"R" Value, ASTM D 2844/CT 301	\$	460.00	each
Sand Equivalent, ASTM D 2419/CT 217	\$	140.00	each
Liquid Limit, Plastic Limit, & P.I. Atterberg Limits ASTM D4318	\$	230.00	each
California Bearing Ratio, 1 pt. (ASTM D1883)	\$	290.00	each
California Bearing Ratio, 3 pt. (ASTM D1883)	\$	795.00	each
California Bearing Ratio, 3 pt. (ASTM D1883) w/ 96 hour soak	\$	905.00	each
Moisture-Density Sample Tubes ASTM D2937	\$	80.00	each
Water Content of Soil and Rock ASTM D2216/CT226	\$	60.00	each

AGGREGATES

UNIT RATE* UNIT

Sieve Analysis, Bulk Sample Gradation (Coarse & Fine), ASTM C136/C117/CT202	\$	215.00	each
Sieve Analysis, Material Finer than #200 Sieve, ASTM C 117/CT202	\$	105.00	each
Sieve Analysis, Coarse Agg (3" to #4), ASTM C136/CT202	\$	180.00	each
Sieve Analysis, Fine Agg (#4 to #200), ASTM C136/CT202	\$	180.00	each
Specific Gravity (Coarse), ASTM C 127/CT 206	\$	150.00	each
Specific Gravity (Fine), ASTM C 128/CT 207	\$	185.00	each
Absorption, Coarse Agg or Fine Agg, ASTM C 127/ASTM C 128	\$	110.00	each
Uncompacted Void Content of Fine Aggregate CT234	\$	170.00	each
Organic Impurities in Concrete Sand, ASTM C 40/ CT213	\$	135.00	each
L.A. Rattler, ASTM C 131/CT 211 (100 rev & 500 rev)	\$	350.00	each
L.A. Rattler for Large-Size Coarse Aggregate, ASTM C 535/CT 211 (500 rev)	\$	400.00	each
Clay Lumps & Friable Particles ASTM C142	\$	170.00	each
Fractured Particles in Coarse Agg ASTM D5821	\$	185.00	each

* Based on standard turnaround times.
Rush tests are an additional 50%.



**CONSOLIDATED ENGINEERING
LABORATORIES**

Lightweight Particles in Aggregate ASTM C123	\$	145.00	each
Staining of Lightweight Aggregate ASTM C641	\$	280.00	each
Sulfate Soundness (per sieve size), ASTM C88	\$	150.00	each
Unit Weight of Aggregates, ASTM C 29	\$	120.00	each
Flat and Elongated Particles in Coarse Aggregate, ASTM D4791	\$	200.00	each
% Crushed Particles, CT 205	\$	280.00	each
Cleanness Value, CT 227	\$	170.00	each
Sand Equivalent, ASTM D 2419/CT 217	\$	150.00	each
Durability Index (Coarse or Fine Agg) ASTM D 3744/CT 229	\$	150.00	each
Durability Index (Coarse and Fine Agg) ASTM D 3744/CT 229	\$	200.00	each
Moisture Content of Aggregate ASTM C566	\$	60.00	each
Potential Alkali Reactivity of Aggregates ASTM C1260	\$	1,200.00	each
C33 Coarse Aggregate Qualification Testing (ASTM C33)	\$	3,310.00	each
C33 Fine Aggregate Qualification Testing (ASTM C33)	\$	2,975.00	each
HOT MIX ASPHALT (HMA)		UNIT RATE*	UNIT
Bulk Sp. Gravity of Compacted HMA (Plant Mix) ASTM D2726/ CT 304, CT 308	\$	105.00	each
Bulk Sp. Gravity of Compacted HMA (Lab Mix) ASTM D2726/ CT 304, CT 308	\$	120.00	each
Bulk Sp. Gravity & Density of Compacted Asphalt Concrete ASTM D 2726/CT 308	\$	90.00	each
Bulk Sp.Gr. & Density-Parafilm Coated Compacted Asphalt Conc. ASTM D 1188/CT 308	\$	100.00	each
Theoretical Max Spec. Gravity (Rice Density) ASTM D2041/ CT 309	\$	190.00	each
Stabilometer Value including Compaction, ASTM D1560/ CT 366, per point	\$	190.00	each
Asphalt Content (Ignition Oven Method) ASTM D 6307/ CT382	\$	195.00	each
Ignition Oven Calibration Factor ASTM D6307/ CT382	\$	300.00	each
Sieve Analysis of Extracted Aggregate, ASTM D5444/CT 202	\$	215.00	each
Caltrans Complete HMA Tests (Rice or BSG, S-Value, Ignition, Extracted Gradation)	\$	1,050.00	each
Marshall Compaction (Lab Mix), per point, ASTM D 6926	\$	145.00	each
Marshall Compaction (Plant Mix), per point, ASTM D 6926	\$	120.00	each
Marshall Flow and Stability, per point, ASTM D 6926	\$	95.00	each
Effect of Moisture on AC (Tensile Strength Ratio) ASTM D4867/ CT 371	\$	1,985.00	each
Swell of Bituminous Mixtures, CT 304/305	\$	245.00	each
ASPHALTIC CEMENT		UNIT RATE*	UNIT
Penetration of Bituminous Materials at 77°F, ASTM D5/AASHTO T49	\$	80.00	each
Penetration of Bituminous Materials at 32°F to 158°F, ASTM D 5/AASHTO T49	\$	115.00	each
Kinematic Viscosity of Asphalt, ASTM D 2170/AASHTO T201	\$	190.00	each
Absolute Viscosity of Asphalt, ASTM D2170/AASHTO T201	\$	190.00	each
Viscosity (Asphalt Institute Method)	\$	215.00	each
Rolling Thin Film Test, ASTM 2872/Cal 346/AASHTO T240	\$	200.00	each
Residue by Evaporation, ASTM D244/AASHTO T59	\$	240.00	each
Extraction and Recovery, ASTM D2172/ASTM D 1856	\$	940.00	each
MASONRY		UNIT RATE*	UNIT
Concrete Blocks			
Compression, Gross Area, ASTM C 140	\$	120.00	each
Compression, Gross Area, Unusual Shape, ASTM C 67	\$	130.00	each
Compression, Net Area, ASTM C 140	\$	110.00	each
Absorption and Moisture, ASTM C 140	\$	170.00	each
Linear Shrinkage ASTM C 426	\$	190.00	each
Dimensional Measurement of Masonry Units ASTM C 140	\$	75.00	each

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CONSOLIDATED ENGINEERING LABORATORIES

Bricks

Absorption, with saturation Coefficient, ASTM C 67	\$	120.00	each
Compression, ASTM C 67	\$	110.00	each
Modulus of Rupture, ASTM C 67	\$	110.00	each

Grout

Compression, Grout Prisms, ASTM C 1019	\$	58.00	each
Compression, Mortar Cylinders, ASTM C 780	\$	58.00	each
Compression, Composite Prisms, ASTM C 1314	\$	205.00	each
Compression, Masonry Core, ASTM C 140	\$	120.00	each
Shear, Masonry Core, CCR Title 24	\$	130.00	each

REINFORCING STEEL - ASTM A 615/A706

		UNIT RATE*	UNIT
Tensile Strength and Bend Test			
Samples, Size #3 - #10	\$	84.00	each
Samples, Size #11	\$	150.00	each
Samples, Size #14	\$	235.00	each
Samples, Size #18 (Full Section)	\$	500.00	each

PRESTRESSING STEEL - ASTM A 416

		UNIT RATE*	UNIT
Uncoated 7 Wire Strand, 1/4" to 1/2"			
Yield Strength, Breaking Strength, and Elongation (Note: for Vinyl Coated Strands, add \$ 45.00 per test; for Modulus of Elasticity, add \$ 45.00 per test)	\$	357.00	each
Breaking Strength Only	\$	205.00	each

STRUCTURAL STEEL (mild steel not over one inch thick)

		UNIT RATE*	UNIT
Tensile Strength, ASTM A 370 (test only)			
Samples, Under 1-1/2 square inch in cross section	\$	182.00	each
Samples, 1-1/2 square inch and over in cross section	\$	221.00	each
Chemical Analysis	\$	200.00	each
Bending	\$	85.00	each
Anchor Bolts, ASTM F1554, tensile	\$	221.00	each
High Strength Bolts, Nuts, and Washers, ASTM A 325, A 490, A 449			
Bolt Assembly Test	\$	264.00	each
Bolts Proof Load and Ultimate	\$	131.00	each
Nuts Proof Load	\$	74.00	each
Hardness (Rockwell)	\$	40.00	each

WELDMENT TESTING (mild steel not over one inch thick)

		UNIT RATE*	UNIT
Transverse Tensile	\$	165.00	each
Transverse Side Bend	\$	120.00	each
Transverse Root and Face Bend	\$	120.00	each
Macroetch	\$	120.00	each
0.505" Tensile Specimen	\$	135.00	each
Charpy V-Notch Specimen	\$	187.00	each
Preparation of WPS, PQR, or Welder Certificate	\$	155.00	each

NONDESTRUCTIVE TESTING

		UNIT RATE	UNIT
Radiography			
Radiographic Testing-Weld Procedure Qualification (physical testing not included)	\$	550.00	each
Consultation	\$	130.00	hour
One-Person Crew	\$	130.00	hour
Film	\$	20.00	each

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**CONSOLIDATED ENGINEERING
LABORATORIES**

Magnetic Particle Level III (ASNT)	\$	140.00	hour
Magnetic Particle Level II (ASNT)	\$	135.00	hour
Ultrasonic Level III (ASNT)	\$	140.00	hour
Ultrasonic Level II (ASNT)	\$	135.00	hour
Dye Penetrant Level III (ASNT)	\$	140.00	hour
Dye Penetrant Level II (ASNT)	\$	135.00	hour
ROOFING		UNIT RATE*	UNIT
Ply Count and Asphalt by Difference, ASTM D 2829	\$	160.00	each
Weight Analysis, ASTM D 2829	\$	85.00	each
FIREPROOFING		UNIT RATE*	UNIT
Density of Sprayed on Fireproofing, ASTM E 605/UBC 43-8	\$	85.00	each
Cohesion/Adhesion, ASTM E 736	\$	50.00	each
FIRE/LIFE SAFETY SYSTEMS		UNIT RATE*	UNIT
Fire/Life Safety Systems Inspection	\$	140.00	hour
Mechanical Engineer	\$	250.00	hour
Staff Engineer	\$	190.00	hour
Final Affidavit (Request 6 Working Days Advance Notice)		Quotation on Request	
GEOTEXTILE FABRIC		UNIT RATE*	UNIT
Tensile Strength by Grab Method	\$	370.00	each
Puncture Resistance, Index, ASTM D 4833	\$	254.00	each
Trapezoidal Tear	\$	281.00	each
Mass Per Unit Area, ASTM D 3776	\$	188.00	each
Simulated Asphalt Retention, ASTM D 4830	\$	463.00	each
Unit Weight Analysis, ASTM S 2329	\$	80.00	each
Ply Count and Void Analysis, ASTM D 2329	\$	150.00	each
CEMENT		UNIT RATE*	UNIT
Storage of Grab Sample, 60 days	\$	22.00	each
Cement Content of Hardened Concrete, ASTM C 1084	\$	2,460.00	each
GFRC PANEL TEST		UNIT RATE*	UNIT
Flexural Testing, per P.C.I Recommended Practice	\$	71.00	each
Pullout Testing of Anchors, per P.C.I. Recommended Practice	\$	140.00	each
Fiberwrap Testing (ASTM D3039)	\$	714.00	set
SPECIALTY GEOTECHNICAL TESTING		UNIT RATE	UNIT
Sieve Analysis, Minus #200 by Wash ASTM D1140	\$	85.00	each
Consolidation (ASTM D2435, D4546)	\$	190.00	each
Time-Consolidation (ASTM D2435)	\$	85.00	each
Collapse/Swell (ASTM D4546)	\$	100.00	each
Unconfined Compressive Strength (ASTM D2166)	\$	115.00	each
Direct Shear (3 pt.)	\$	1,050.00	each
California Bearing Ratio, 1 pt. (ASTM D1883)	\$	265.00	each
California Bearing Ratio, 3 pt. (ASTM D1883)	\$	630.00	each
Water Soluble Sulfate	\$	60.00	each
pH (ASTM D4972)	\$	80.00	each
Lab Resistivity	\$	100.00	each
MISCELLANEOUS GEOTECHNICAL CHARGES		UNIT RATE	UNIT
Vehicle Charges (Over 40-Mile Radius)	\$	0.50	mile
Truck, 2-Wheel Drive			

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CONSOLIDATED ENGINEERING LABORATORIES

Truck, 4-Wheel Drive	\$	0.60	mile
All Other Direct Project Expenses (such as contract drilling and backhoe services, special equipment rental, commercial travel, protective clothing, shipping, etc.)			Cost + 15%
Clerical Services	\$	78.00	hour
MISCELLANEOUS TESTS & INSPECTIONS		UNIT RATE	UNIT
Calibration of Hydraulic Rams	\$	250.00	each
Universal Testing Machine with Technician	\$	275.00	hour
Instron Testing Machine with Technician	\$	275.00	hour
Windsor Test Probes			Quotation on Request
Weld Procedure Review	\$	300.00	each
Expert Witness	\$	3,000.00	day
BASIS OF CHARGES		UNIT RATE	UNIT
<i>The proposed unit rates will be in effect through December 31, 2022. Thereafter, the unit rates are subject to an annual increase of five and one-half percent (5.5%) per year to mitigate the annual operating cost increases.</i>			
Work Over 8 Hours Per Day			Time and One-Half
Work Over 12 Hours, Monday through Friday			Double Time
Work on Saturdays			Time and One-Half
Work Over 8 Hours on Saturday			Double Time
Work on Sundays/Holidays			Double Time
Swing or Graveyard Shift Premium	\$	12.50	hour
Work from 0 to 4 Hours			4-Hour Minimum Billing
Work from 4 to 8 Hours			8-Hour Minimum Billing
Show-Up Time			2-Hour Minimum Billing
Same-Day Service Call Requests	\$	200.00	each
Sample Pick-Up	\$	84.00	trip
Premium Sample Pick-Up (after 4 PM, before 5 AM, Weekends and Holidays)			2 x Sample Pick-Up Rate
Trip Charge	\$	100.00	trip
Laboratory Testing - Rush Fee			Add 50% to Testing Cost
Technician with Nuclear Gauge Portal-to-Portal	\$	104.00	trip
Final Affidavit per each Applicable Permit (Request 6 working days in advance)	\$	400.00	each
DSA Interim Verified Reports	\$	150.00	each
Extra Copies (Over 4 per Issue Date) of Inspection Reports and Final Affidavit Reports on CD	\$	20.00	each
Project Engineering and Management			8% of Fees
Credit Card Payment of Fees			2.5% Premium
Certified Payroll Processing			\$125.00 per invoice
Reimbursables			Cost + 15%
QA/QC Plan Written Procedures			Quotation on Request
Out of Area Services (Beyond 40-Mile Radius)			As Listed Below:
Travel Time			Basic Hourly Rate
Mileage	\$	0.60	mile
Per-diem, Including Lodging	\$	120.00	day

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Rush tests are an additional 50%.