



September 26, 2018

Dan Zaich, Sr. Director of Capital Facilities  
San Rafael City Schools  
310 Nova Albion Way  
San Rafael, CA 94903

Via E-Mail: c/o tmathers@ccorpusa.com

**Subject: *SRCS Laurel Dell ES Modernization and Addition, 225 Woodland Avenue, San Rafael, California, 94901***  
***CEL #40-06205PW, DSA File #21-39, DSA Application #01-117453***  
***Materials Testing and Construction Inspection Services***

Consolidated Engineering Laboratories (CEL) is pleased to submit our cost proposal to provide materials testing and construction inspection services for the ***SRCS Laurel Dell ES Modernization and Addition project, located at 225 Woodland Avenue in San Rafael, 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 103 dated June 29, 2018;
- Structural Drawings prepared by ZFA Structural Engineers, dated June 29,, 2018
- Draft Construction Schedule prepared by Swinerton, dated July 24, 2018

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**

Erica Sharp  
Senior Project Manager

## ASSUMPTIONS

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We assembled this proposal based on the following assumptions:

**Structural Concrete** we have assumed that each building will require three (3) inspections for the placement of concrete – footings and slab on grade for a total of 15 placements. Each visit has been estimated at four (4) hours for a total of 60 hours for each batch plant and onsite concrete placement. Five (5) 4x8 cylinders will be cast for each 50 cyds of concrete placed – we anticipate a total of 75 cylinders – 15 sets.

**Masonry** we assume installation will occur over two (2) weeks. We have anticipated three days per week, four (4) hours a day for a total of 24 hours. We have estimated four (4) grout pours and one (1) sets of four (4) samples will be cast for a total of 16 samples. We expect one (1) set of four (4) mortar samples will be cast for the first three (3) days and then once per week thereafter for a total of 16 samples.

**Structural Steel Fabrication** has assumed fabrication will occur over three week. CEL will provide inspections for 80 total hours. CEL will provide material ID and periodic and continuous inspections based on the DSA 103. We have assumed that only 15% of fabrication will require continuous inspections. We assume all steel fabrication will occur on one (1) shift daily - Monday through Friday. Weekend work is not anticipated and has not been included in our proposal pricing.

**Structural Steel Erection** has assumed fabrication will occur over four week. CEL will provide inspections for 80 total hours. We assume all steel erection will occur on one (1) shift daily - Monday through Friday. Weekend work is not anticipated and has not been included in our proposal pricing. Each visit has been estimated at eight (8) hours, for a total of 48 hours.

**Post-Installed Anchors** we have assumed periodic inspections for a total of 15 visits for anchor installation and torque testing inspections. Each visit has been estimated at four (4) hours, for a total of 60 hours for each.

**SRCS LAUREL DELL ES MODERNIZATION AND ADDITION  
225 WOODLAND AVENUE, SAN RAFAEL, CALIFORNIA 94901  
CEL #40-06205PW, DSA FILE #21-39, DSA APPLICATION #01-117453**

**PRICING**

Description	Quantity		Unit Rate	Subtotals	
REINFORCED CONCRETE					
Mix Design Review	2 Each	Each	\$ 250.00	\$ 500.00	
Sampling and Tagging Reinforcing Steel	3 Hours	Hours	\$ 82.00	\$ 246.00	
Rebar Bend and Tensile Test (Samples, Size #3 - #10)	9 Each	Each	\$ 95.00	\$ 855.00	
Batch Plant Inspection	60 Hours	Hours	\$ 82.00	\$ 4,920.00	
Concrete Sampling	60 Hours	Hours	\$ 82.00	\$ 4,920.00	
Concrete Compression Tests	75 Each	Cylinders / 15 Sets	\$ 35.00	\$ 2,625.00	
Sample Pick-Ups	15 Each	Trip	\$ 90.00	\$ 1,350.00	
SUBTOTAL:				\$	15,416.00
MASONRY					
Mix Design Review	1 Each	Each	\$ 250.00	\$ 250.00	
Sampling and Tagging Reinforcing Steel	4 Hours	Hours	\$ -	\$ -	
Masonry Placement Inspection	24 Hours	Hours	\$ 88.00	\$ 2,112.00	
Masonry Unit Compression Gross Area	6 Each	Each	\$ 110.00	\$ 660.00	
Grout Compression Tests	16 Each	Each	\$ 35.00	\$ 560.00	
Mortar Compression Tests	16 Each	Each	\$ 35.00	\$ 560.00	
Sample Pick-Ups	4 Each	Trip	\$ 90.00	\$ 360.00	
SUBTOTAL:				\$	4,252.00
STRUCTURAL STEEL					
Welding Procedure Specification Review	2 Each	Each	\$ 250.00	\$ 500.00	
Shop Fabrication Inspection	80 Hours	Hours	\$ 88.00	\$ 7,040.00	
Field Welding Inspection	80 Hours	Hours	\$ 88.00	\$ 7,040.00	
SUBTOTAL:				\$	14,580.00
GLU-LAM FABRICATION					
Wood Fabrication Inspection (Continuous)	48 Hours	Hours	\$ 115.00	\$ 5,520.00	
Travel costs reimbursable at Cost+15%					
SUBTOTAL:				\$	5,520.00
POST-INSTALLED ANCHORS					
Placement of Post-Installed Anchors	60 Hours	Hours	\$ 82.00	\$ 4,920.00	
Proofload or Torque Testing	60 Hours	Hours	\$ 82.00	\$ 4,920.00	
SUBTOTAL:				\$	9,840.00
MISCELLANEOUS					
DSA Interim Verified Reports	10 Each	Per Permit	\$ 200.00	\$ 2,000.00	
Final Affidavit	1 Each	Per Permit	\$ 400.00	\$ 400.00	
Project Engineering and Management 7%				\$ 3,658.06	
SUBTOTAL:				\$	4,058.06
MAN-HOURS		479	GRAND TOTAL: \$		53,666.00

**Basis of Charges:** The proposed unit rates will be in effect through June 30, 2019. Thereafter, the unit rates are subject to an annual increase of four and a half percent (4.5%) per year to mitigate the annual operating cost increases:

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 Saturdays	Double Time
Work on Sundays/Holidays	Double Time
Swing or Graveyard Shift Premium	\$12.50 per Hour
Work from 0-4 Hours	4-Hour Minimum Billing
Work from 4-8 Hours	8-Hour Minimum Billing
Show-Up Time	2-Hour Minimum Billing
Sample Pick-Up	\$90.00/Trip
Laboratory Testing – Rush Fee	Add 50% to Testing Cost
Technician with Nuclear Gauge	Portal-to-Portal
Final Affidavit (per permit number)	
(request six working days advanced notice)	\$400.00
Extra Copies (over four per issue date) of Inspection Reports	
and Final Affidavit	\$20.00/each
Project Engineering and Management	7% of Fees
Credit Card Payment of Fees	2.5% Premium
Reimbursables	Cost + 15%
QA/QC Plan Written Procedures	Quotation upon 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

**QUANTITY DISCLAIMER:**

This quote outlined herein was based on the following sources:

- DSA 103 dated June 29, 2018;
- Structural Drawings prepared by ZFA Structural Engineers, dated June 29,, 2018
- Draft Construction Schedule prepared by Swinerton, dated July 24, 2018

This proposal is limited to the scope of services, the number of inspection hours, and the number of associated tests identified herein. Any estimated quantities contained herein are estimates only and Client agrees to payment for services rendered in excess of the estimated quantities and/or cost figures as described herein.

It is recognized that additional services rendered herein under this proposal are schedule driven and are mandated by the scheduling and staffing of the contractor(s). Should items and quantities alter from estimates outlined herein, CEL shall be entitled to compensation for services rendered.

In addition, Client recognizes that, on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. CEL typically will have no notice of this until the day the said overtime occurs. Client agrees to compensate CEL for such overtime.

## SCOPE OF SERVICES

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### **REINFORCED CONCRETE - SCHOOLS**

#### **Mix Review**

We will review the proposed concrete mixes in our laboratory for conformance with specifications.

#### **Sample, Tag and Test Reinforcing Steel**

Prior to fabrication of the steel, we will make a visit to the reinforcing steel supplier and collect mill certificates and sample reinforcing steel from the unbroken bundles. Testing will be as per American Society for Testing and Materials (ASTM) A615. Once the steel is ready for shipment, we will make another trip to the supplier and inspect to determine the steel has identical heat numbers to that already tested, and tag the steel so that it may be shipped to the job site.

#### **Batch Plant Inspection**

Our inspector will periodically check for batch weights, moisture content of aggregates, proper use of admixtures, and batching procedures.

#### **Reinforcing Steel Placement**

Will be performed by the Inspector of Record (IOR).

#### **Concrete Placement**

Will be performed by the IOR.

#### **Concrete Sampling**

Our inspector will be on-site to perform casting of (4x8) concrete cylinders for compression testing at a frequency of five cylinders for every 50 cubic yards placed.

#### **Concrete Compression Testing**

We will transport all samples to our laboratory for compression testing in strict accordance with ASTM requirements. Compression test reports will be distributed to the appropriate parties.

### **STRUCTURAL MASONRY**

#### **Mix Design Review**

We will review the proposed grout and mortar mixes in our laboratory for conformance with the specifications.

Our inspector's duties will include the following:

- Review mill test certifications of block and reinforcing steel;
- Inspect to determine size and spacing of dowels;
- Inspect to determine that cleanouts are provided for high-lift grouting methods;
- Inspect proper lay-up of block units;
- Inspect reinforcing steel prior to grouting;
- Inspect dowels, anchor bolts and inserts, to make sure they are in place and properly secured prior to grouting;
- Inspect to determine proper consolidation of grout;
- Check that curing requirements are being followed.

#### **Materials Testing:**

- Sample masonry block for compression tests, linear shrinkage, moisture and absorption per ASTM C140;

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- Cast samples of mortar and grout for compression tests. Per California Building Code (CBC) grout prisms shall be tested at 28-days;
- Witness preparation of composite prisms and test for compressive strength in our lab. CBC requires five tests 28 days prior to production, and three for every 5,000 square feet of wall for each block size.

## **STRUCTURAL STEEL**

### **Shop Inspection**

- Review of welding procedure specifications;
- Material identification and mill certificate review;
- Observe the utilization of certified welders and approved welding procedures;
- Visual inspection of welding to determine compliance with contract documents;
- Nondestructive testing of moment welds and column splices;
- Confirm approximate preheat temperature;
- Continuous inspection of multi-pass fillet welds, groove welds and reinforcing steel welding.

### **Field Inspection**

- Observe the utilization of certified welders and approved procedures;
- Confirm approximate preheat temperature;
- Nondestructive testing of moment welds and column splices;
- Inspect to determine and observe proper installation and tightening of high strength bolts;
- Visual inspection of welding to determine compliance with contract documents;
- Continuous inspection of multi-pass fillet welds, groove welds and reinforcing steel welding.

## **GLU-LAM FABRICATION**

Our inspectors will perform the following inspection services:

- Inspect to determine that the proposed lumber grades, adhesive and end-joint details meet with code requirements;
- Determine that materials with lumber-grade marks are being used;
- Measure moisture content of lumber and observe compliance with acceptance range specified;
- Determination of preservative treatment requirements;
- Inspection of gluing and curing;
- Inspection of lamination for glue spread and skips;
- Observe and record finishing procedures;
- Submit written progress reports describing the tests and inspections made and documentation of the action taken to correct non-conforming work.

## **EPOXY DOWELS AND ANCHORS**

As required, we will perform visual examination of dowel/anchor placement to determine dowel/anchor holes are clean, of the proper depth and diameter, and installed as specified by the manufacturer. In addition, we will perform proofload testing of the epoxy dowels/anchors at the percentage defined by the plans and specifications.

**NOTE:** These estimates assume that adequate access will be provided for performing the work at maximum production, i.e., scaffolding. Should any dowel/anchor fail, additional tests will be required per plans.

## CONTRACT TERMS AND CONDITIONS

- I. **FEES:** The estimated contract price is based on the best information made available to CEL at the time the estimate was performed. If subcontractors perform more quickly than scheduled, Client will receive a cost savings for testing. If, however, subcontractors' schedules are extended or delayed, Client may receive a resulting increase in costs for testing. Client recognizes that the additional services rendered herein under this Proposal are schedule driven and are mandated by the scheduling and staffing of the contractor(s). Should items and quantities alter from estimates outlined herein, CEL shall be entitled to compensation for services rendered. In addition, Client recognizes that, on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. CEL typically will have no notice of this until the day the said overtime occurs. Client agrees to compensate CEL for such overtime. Any estimated quantities contained herein are estimates only and Client agrees to payment for services rendered in excess of the estimated quantities and/or cost figures as described herein. Fees for CEL's services will be billed on a time and expenses basis at the unit rates quoted and CEL shall submit biweekly invoices for services rendered and for reimbursable expenses incurred. Invoices are due within 30 days from receipt. Past due invoices are subject to a finance charge of 1% per month or the maximum rate permitted by law.
- II. **FINAL AFFIDAVIT:** The first invoice from CEL shall include the estimated cost to prepare the Final Inspection Report. However, the Final Inspection Report will not be issued until the sixth working day following the request for the Final Inspection Report by Client's authorized representative. Additionally, as a condition precedent to release of the Final Inspection Report, Client shall have paid in full for all services performed by CEL pursuant to this Agreement.
- III. **INSPECTION:** Inspection shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such inspection shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor, subcontractors, or materialmen in any way from their obligations and responsibilities under the construction contracts. Specifically, but without limitation, inspection shall not require the inspector to assume responsibilities for the means and methods of construction nor for safety on the jobsite of any party other than CEL employees.
- IV. **STANDARD OF CARE:** In providing services under this agreement, CEL shall exercise that degree of skill and care ordinarily used by other reputable members of CEL's profession, practicing in the same or similar locality and under similar circumstances at the time these services are rendered. Nothing in this agreement shall be interpreted to require CEL to meet any higher standard and this paragraph shall control over any such contrary provision. CEL makes no warranty, either expressed or implied, as to its findings, recommendations, specifications or professional advice. CEL will provide only those services that, in the opinion of CEL, lie within the technical and professional areas of expertise of CEL as set forth herein and which CEL is adequately staffed and equipped to perform. Client shall request in writing if Client desires CEL to provide services outside of the scope of services described herein. CEL shall advise Client of any services that lie outside the technical and professional expertise of CEL.
- V. **LIABILITY:** In recognition of the relative risks of the Client and CEL on the Project, Client agrees, to the maximum extent permitted by law, that CEL's liability to Client and any third party, in any way arising out of this Agreement, shall be limited to 100% of the total fees and costs paid to CEL or \$25,000, whichever is greater. Client agrees to compensate CEL at its standard hourly rates in the event CEL is requested to perform services in connection with litigation, claims or disputes arising out of this project or in the event CEL, its agents or employees are subpoenaed or otherwise compelled to participate in litigation, claims or disputes arising out of this project. CEL shall not be responsible for acts and/or omissions of any party or parties involved in the design of the Project or the failure of any Contractor or Subcontractor to construct any aspect of the Project in accordance with the Agreement documents, or in accordance with recommendations contained in any correspondence or written recommendations issued to CEL.
- VI. **LITIGATION:** In case of any dispute, claim, question, or disagreement arising out of or relating to this Contract or the breach thereof, the parties hereto shall use all reasonable efforts to settle such disputes, claims, questions, or disagreement. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Client and CEL agree to continue to perform their obligations under this Contract during the good faith resolution of such a dispute, claim, question, or disagreement. In the event that any litigation, arbitration, or other proceeding is commenced between the parties hereto or their personal representatives, successors or assigns concerning the enforcement or interpretation of any provision of this Contract or the rights and duties of any party in relation thereto, the party or parties prevailing in such litigation, arbitration or other proceeding shall be entitled, in addition such other relief as may be granted, to reasonable attorneys' fees and costs. For the purposes of this paragraph, the "prevailing party" shall be determined in accordance with the provisions of California Civil Code section 1717.
- VII. **STATE PREVAILING WAGE:** It shall be Client's sole responsibility to notify CEL of any prevailing wage requirements before any services are performed for the Project. Should it be revealed subsequent to the execution of an agreement for services that this project is indeed a prevailing wage project and if CEL is thereafter mandated to comply with those requirements, there will be a 10% surcharge to the hourly rates quoted in our Proposal. In addition, in the event notification is not given to CEL, Client shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon CEL for any failure to comply with the prevailing wage laws.

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*Contract Terms and Conditions (cont'd)*

- VIII. CLIENT'S RESPONSIBILITIES:** Client or Client's authorized representatives will promptly and timely provide CEL with all revised and updated plans, specifications, addenda, change orders, approved shop drawings and any other information for the proper performance of CEL pursuant to this Contract. Client agrees that CEL has been engaged to provide technical professional services only, and that CEL does not owe a fiduciary responsibility to Client. Client shall secure and maintain throughout the full period of this Contract, sufficient insurance to protect it adequately from claims under applicable Worker's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Contract. CEL shall not be responsible for any errors and/or omissions in the performance of CEL's work or services rendered resulting from Client's failure to provide CEL with revised and updated plans, specifications, addenda, change orders, approved shop drawings and other information for the proper performance of CEL. Client or Client's authorized representatives will give a minimum of 24 hours notification for all dispatch requests. Cancellations received on the day of inspection are subject to a 2-hour show-up charge.
- IX. HAZARDOUS MATERIALS REQUIREMENT:** If hazardous materials are encountered by CEL's employees on Client's project site resulting in the need for specialized training or certifications as required by State and Federal agencies in order for CEL's inspection personnel to perform their duties, then all related costs for such specific training, including class time, will be billed to Client with a 15% markup. Personnel time for necessary training classes will be billed at the hourly rate quoted herein.
- X. CREDIT CARD PAYMENTS:** Credit card payments will be charged a convenience fee of 2.5% of the total invoice amount.
- XI. ADDITIONAL SERVICES:** Should additional services be requested that are not included in CEL's proposed scope of services, CEL will provide these services at the unit rates listed in our published 2018 Fee Schedule.
- XII. ACCOUNTS PAYABLE SYSTEMS:** This proposal does not assume the requirement to enter into an accounts payable system, such as Textura, and should it be required, any fee associated with that shall be considered a reimbursable expense and shall be charged to the client.
- XIII. ACCEPTANCE OF CONTRACT:** This Contract is subject to acceptance only of the terms and conditions stated herein. Any additional or different terms and conditions proposed by Client are hereby rejected, and shall be of no force or effect unless expressly assented to in writing by CEL. There shall be no contract except upon the terms and conditions provided herein. By directing CEL to commence performance, after your receipt of this Contract, you agree to comply with all the terms and conditions set forth herein. This Contract contains the entire and integrated agreement between Client and CEL and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract cannot be amended or modified except by a written addendum, executed by each of the parties hereto. This Contract shall be interpreted and enforced in accordance with the laws of the State of California.
- XIV. BASIS OF CHARGES:** The proposed unit rates will be in effect through June 30, 2019. Thereafter, the unit rates are subject to an annual increase of four percent (4%) per year to mitigate the annual operating cost increases:

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 Saturdays	Double Time
Work on Sundays/Holidays	Double Time
Swing or Graveyard Shift Premium	\$12.50 per Hour
Work from 0-4 Hours	4-Hour Minimum Billing
Work from 4-8 Hours	8-Hour Minimum Billing
Show-Up Time	2-Hour Minimum Billing
Sample Pick-Up	\$90.00/Trip
Laboratory Testing – Rush Fee	Add 50% to Testing Cost
Technician with Nuclear Gauge	Portal-to-Portal
Final Affidavit (per permit number) (request six working days advanced notice)	\$400.00
Extra Copies (over four per issue date) of Inspection Reports and Final Affidavit	\$20.00/each
Project Engineering and Management	7% of Fees
Credit Card Payment of Fees	2.5% Premium
Reimbursables	Cost + 15%
QA/QC Plan Written Procedures	Quotation upon 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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