

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF MERCED
AND
BSK ASSOCIATES**

THIS AGREEMENT ("Contract") is made and entered into this ____ day of _____, 20 __, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and BSK Associates, a Stock Corporation whose address of record is 691 N. Laverne Avenue, Suite 101, Fresno, California 93727, (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, City requires on-call services for geotechnical engineering, construction observation, and material testing services; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide such services in connection with said on-call service needs.

AGREEMENT

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the geotechnical engineering, construction observation, and material testing services described in Exhibit "A" attached hereto.
2. **ADDITIONAL SERVICES.** No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Engineer or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

The City may desire services to be performed which are relevant to this

Contract or the services to be performed hereunder but have not been included in the scope of the services listed in Paragraph 1 above, and Consultant agrees to perform said services upon the written request of City. There additional services could include, but are not limited to, any of the following:

- A. Serving as an expert witness for the City in any litigation or other proceedings involving the project or services.
- B. Service of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

3. CITY FURNISHED SERVICES. The City agrees to:

- A. Facilitate access to and make provisions for the Consultant to enter upon public and private lands as required to perform their work.
- B. Make available to Consultant those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Consultant hereunder and as set forth in Exhibit A.
- C. Make available all pertinent data and records for review.

4. CONTRACT PERFORMANCE PERIOD. All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "B" attached hereto and incorporated herein by reference.

- A. This Contract for on-call services shall commence on the first day written above, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's Contract Administrator. The Contract shall end on September 7, 2027, unless extended by an agreement between the parties in writing. This agreement may be extended for two (2) one (1) year terms upon written approval by the City.
- B. Consultant is advised that any recommendation for Contract award is not binding on City until the Contract is fully executed and approved by City.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment prior to the expiration

of the Contract to cover the time needed to complete the task order in progress only. The maximum terms shall not exceed five (5) years.

5. PAYMENT. Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B".
 - A. Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract. Consultant will be reimbursed within thirty (30) days upon receipt by City's Contract Administrator or itemized invoices in duplicate.
 - B. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are specified in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order. Consultant will not be reimbursed for actual costs that exceed the costs identified in the approved Cost Proposal unless additional reimbursement is provided for by an amendment to the Agreement.
 - C. Specific projects will be assigned to Consultant through issuance of Task Orders, as set forth in Exhibit "C".
 - D. After a project to be performed under this Contract is identified by City, City will prepare a draft Task Order; less the cost estimate. A DRAFT Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a City Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both City and Consultant.

- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's approved Cost Proposal. Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Contract.
- F. Reimbursement for transportation and subsistence costs shall not exceed State rates.
- G. When milestone costs estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval in the form of a Contract amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. Consultant shall not commence performance of work or services until this Contract has been approved by City and notification to proceed has been issued by City's Contract Administrator. No payment will be made prior to approval for any work performed prior to approval of this Contract.
- J. A Task Order is of no force or effect until returned to City and signed by an authorized representative of City. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by City.
- K. Consultant will be reimbursed within thirty days upon receipt by City's Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Invoices shall be mailed to City's Contract Administrator

at the following address:

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expirations date of this Contract.
- M. The total amount payable by City for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this Contract nor to exceed the scope of work under this Contract.
- P. The total amount payable by City for all Task Orders resulting from this Contract shall not exceed Five Hundred Thousand Dollars (\$500,000.00). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Contract through Task Orders.

6. **BOOKS OF RECORD AND AUDIT PROVISION.** For the purpose of complying with Gov. Code § 8546.7, the Consultant, Subconsultants and City shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required

by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

7. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

- A. The Consultant agrees that 48 CFR 31, Contract Cost Principles and Procedures shall be used to determine the allowability of individual terms of cost.
- B. The Consultant also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the Consultant to City.
- D. When a Consultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

8. DISADVANTAGED BUSINESS ENTERPRISES. The provisions of 49 CFR, Part 26 ("Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs") require that a local agency receiving federal-aid funds comply with the Disadvantaged Business Enterprise (DBE) program, and that DBE firms, have an opportunity to participate in the projects. The City has not established a DBE goal for this Agreement. DBE goals will be established on a project-by-project basis. Therefore, non-DBE proposers are encouraged to retain DBE sub-consultants. It is the Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and the State of California Department of Transportation's Race Conscious DBE program developed pursuant to the regulations.

Consultants should be aware that the provisions of 49 CFR, Part 26 and the City's DBE Program may apply during the course of the consulting Agreement and would require reporting on the part of the consultant in the event a work activity requires the participation of a sub-consultant other than one originally listed by the consultant and which is approved by the City.

Additionally, projects funded by a federal grant or loan would require compliance with the particular disadvantaged business enterprise program established by the funding federal agency.

- A. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- B. DBE's and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of federally assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.
- C. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- D. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).
- E. Performance of DBE Consultant and other DBE Subconsultants/Suppliers:
 - i. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where

applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.

- ii. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBE's do not participate.
- iii. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

F. Prompt Payment of Funds Withheld to Subconsultants:

- i. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- ii. No retainage will be held by the Agency from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative,

or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

G. DBE Records

- i. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment, and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- ii. Upon completion of the Contract, a summary of these records shall be prepared and submitted, certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice.
- iii. DBE Certification and Decertification Status: If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.

9. CONSULTANT'S PROGRESS MEETINGS. Consultant shall submit progress reports on each specific project in accordance with the Task Order. There reports shall be submitted at least once a month. The report should be sufficiently detailed for City Contract Administrator or Project Coordinator to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

Consultant's Project Manager shall meet with City's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

10. CONFLICT OF INTEREST.

- A. During the term of this Contract, the Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Contract or any ensuing City construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Contract or any ensuing City construction project which will follow.
- B. Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.
- C. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.
- D. The Consultant hereby certifies that the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any Contract to provide construction inspection for any construction project resulting from this Contract, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

11. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.

The Consultant warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration wither promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion, to terminate this Contract without liability, to pay only for the value of the work actually performed, or to deduct from this Contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

12. INDEPENDENT CONTRACTOR. It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation

insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

13. INDEMNITY.

- A. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.
- B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

14. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance

coverage:

A. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

B. General Liability.

- i. Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- ii. Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- iii. The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- iv. The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self-insurance maintained by City or other named insureds shall be excess and non-contributory.
- v. Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three
- vi. (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

C. Automobile Insurance.

- i. Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- ii. The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- iii. The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self-insurance maintained by City or other named insureds shall be excess and non-contributory.

D. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

E. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- i. An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- ii. An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

F. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

15. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE.

- A. The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code § 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 et seq.), the applicable regulations promulgated there under (2 CCR §§ 11000 et seq.), the provisions of Gov. Code §§ 11135-11139.5, and the regulations or standards adopted by City to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code § 12990 (a-f), set forth in 2 CCR §§ 8100-8504, are incorporated into this Contract by reference and made a part hereof as if set forth in full.
- D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.
- E. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they

have a collective bargaining or other Agreement.

- F. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.
- G. The Consultant, with regard to the work performed under this Contract, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance to their assignees and successors in interest.
- H. The Consultant shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21- Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5, including employment practices and the selection and retention of Subconsultants.
- I. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the City components of the DBE Program Plan, Consultant, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

- 16. TITLE VI ASSURANCES. For all contracts involving the receipt of federal funds, the Agreement between City and Consultant must contain Appendices A and E of the Title VI Assurances. The Consultant must include the Title VI Assurances Appendices A and E in all subcontracts to perform work under the contract.

APPENDIX A of Title VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, and its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

- A. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- B. Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, age, sex, or disability.
- D. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: 1. withholding payments to the contractor under the contract until the contractor complies; and/or 2. cancelling, terminating, or suspending a contract, in whole or in part.
- F. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E OF TITLE VI ASSURANCES

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex; • Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- D. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et

seq.), prohibits discrimination on the basis of age); • Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- E. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- F. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- G. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- H. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- I. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- J. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

17. DEBARMENT AND SUSPENSION CERTIFICATION.

- A. A consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
- i. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - ii. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - iii. Does not have a proposed debarment pending; and
 - iv. Has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
 - v. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining responsibility. Disclosure must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

18. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

19. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for

said phase satisfactorily completed at the time the notice of termination is received.

20. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

21. **WAIVER.** In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

22. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

23. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or

common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

24. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.
25. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.
26. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.
27. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.
28. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 7-29-2025
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ
BY: _____
Verified by Finance Officer

CONSULTANT

BY: 
(Signature)

Tim Rodriguez

(Typed Name)

Its: Chief Operating Officer / Vice-President
(Title)

BY: 
(Signature)

Neva M. Popenoe

(Typed Name)

Its: Fresno Branch Manager
(Title)

Taxpayer I.D. No., 94-1633676

ADDRESS: 691 N. Laverne Avenue, Suite 101
Fresno, CA 93727

TELEPHONE: 559.497.2880

FAX: 800.669.3201

E-MAIL: trodriguez@bskassociates.com

EXHIBIT A



691 N. Laverne Ave Suite. 101
Fresno, CA, 93727
P (559) 497-2880
www.bskassociates.com

May 29, 2025

BSK Proposal C25000589

Mr. Daryl Jordan
City of Merced
Engineering Division
678 West 18th St, 2nd Floor
Merced, CA 95340

**SUBJECT: Statement of Qualifications for City of Merced On-Call Consultant
Services Geotechnical Engineering and Construction Observation and
Materials Testing Services**

Dear Mr. Jordan:

BSK Associates (BSK) is pleased to provide our Statement of Qualifications to the City of Merced in response to the City's **Request for Statement of Qualifications (RFQ) for On-Call consultant services - Geotechnical Engineering and Construction Observation and Materials Testing Services**. We understand that the City is seeking statements of qualifications from qualified Consultants to establish On-Call contracts for Engineering and Surveying services to support any current or future City projects, on an as needed basis.

Our Central Valley team has worked successfully on similar projects to those anticipated with the City over the past 59 years for multiple municipalities including the City of Merced. **BSK is interested and committed to continuing our support with these services.**

We have provided on-call services to municipal clients throughout Northern California since 1966 starting with our company inception in Fresno and extending to Bakersfield and the surrounding areas shortly thereafter. We believe we are well-suited to be a choice to City of Merced for these services. **Over 50 percent of our Central Valley projects belong to public agencies**, and BSK is extremely experienced supporting on-call contracts and currently maintains agreements with the Cities of **Fresno, Fowler, Bakersfield, Tehachapi, Porterville, Madera, Merced, Tracy, Modesto, Turlock, Ceres, Oakley, and Visalia**, as well as with **Stanislaus, Kern, San Joaquin, and Fresno Counties**. Our extensive public works experience is a testament to our team's ability to be nimble and responsive.

With our extensive local Fresno area experience and staffing size, BSK is confident we can provide the City with excellent response time and personalized on-call services. We have reviewed the proposed scope of services and have confirmed that we have the resources to perform the required services as requested, and comply with all local, state, and federal requirements.

This contract will be managed by BSK's **Fresno Office** and our primary point of contact and project manager for this contract will be Neva Popenoe.

Neva Popenoe
Primary Point of Contact/Branch Manager
BSK Associates
691 N. Laverne Ave Suite. 101 Fresno, CA 93727
Office: (559) 497-2880, Ext. 522; Cell: 559-753-0239
npopenoe@bskassociates.com

BSK's Chief Operating Officer, Mr. Timothy Rodriguez (trodriguez@bskassociates.com), will be available to negotiate a contract with the City of Merced. BSK has reviewed the enclosed Statement of Qualifications and has ensured that it is accurate and satisfies the City's RFQ requirements.

We are truly excited for the opportunity to continue providing our services to the City and are committed to developing our relationship. All correspondence should be directed to Neva Popenoe, PE, GE during the City's on-call selection process. We thank you for your consideration, and should you have any questions or require any additional information please let us know.

Respectfully submitted,
BSK Associates



Daniel Palmer Jr.
Division Manager/Project Manager



Neva Popenoe, PE, GE
Primary Point of Contact/Branch Manager



FIRM BACKGROUND

Description of BSK Associates

BSK Associates is a 100 percent employee-owned California S corporation that provides consulting engineering, construction observation, materials testing, special inspection, and analytical laboratory services. Founded in 1966 in Fresno, BSK is a California grown company with a 59-year presence within California. BSK currently employs a staff of approximately 216 with offices and laboratories throughout California, (Livermore, San Jose, Rancho Cordova, Tracy, Fresno, San Bernardino, and Bakersfield) as well a laboratory in Vancouver, Washington. Our Fresno team staffs a total of approximately 40 employees including 5 registered engineers (2 are also registered geotechnical engineers), 2 professional geologists/certified engineering geologists, 3 engineers-in-training, 3 geologists-in-training, and 20 certified special inspectors and engineering technicians. BSK is registered with the Department of Industrial Relations (DIR). **Our DIR registration number is 100003557**

Our services include, but are in no way limited to:

- Geotechnical engineering
- Engineering geology
- Construction observation
- Materials testing
- Special inspection
- Materials laboratory testing
- Environmental engineering
- Hazardous materials consulting
- Water resources management
- Geospatial services (e.g. GIS)

KEY PERSONNEL

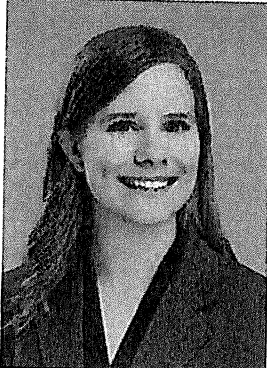
Firm Principals

The project manager for this contract will be Ms. Neva Popenoe, PE, GE. Ms. Popenoe has worked in the Merced area as a geotechnical engineer since 2005. She is very familiar with local conditions and will serve as the main point of contact for the City and will work closely with Mr. Daniel Palmer, Jr., task manager for material testing services, to provide the entire range of services required as shown on the organization chart below. Please refer to resumes below regarding their educational background, license, credentials, and experience.



BSK Personnel

BSK's personnel are highly experienced at providing on-call geotechnical engineering and materials testing consulting services to cities, counties, and municipalities, and have extensive first-hand experience working with the City of Merced and other municipalities. In this section, we are providing our project team qualifications, including professional registrations, certifications, and experience and education, as well as a history of similar projects for each team member. The team presented herein represents our key personnel; however, several additional staff members are available to support the contract as needed. Full resumes are presented in Appendix B.

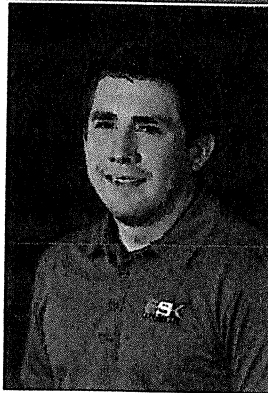
Neva Popenoe, PE, GE - Primary Point of Contact/Contract Manager		
	Years of Experience	20 Years
	Years with Firm	8 Years
	Education	BS, Civil Engineering, Cal Poly, San Luis Obispo, 2005
	Professional Registrations	Geotechnical Engineer, CA, No. 3024 Civil Engineer, CA, No. 73818
	Key Qualifications	Experience with support and oversight of geotechnical investigations, and materials testing contracts.

Ms. Popenoe has over 20 years of geotechnical engineering and materials testing experience. She has worked on a variety of projects including foundation reports for over 100 bridges for State and Local clients; flexible and rigid pavement design; water treatment facilities and pipelines; landfills; and forensic studies. She is responsible for managing and conducting geotechnical investigations including developing the scope of work and budget, site reconnaissance, field classification of soils, sampling, design, and report preparation and review.

Ms. Popenoe will serve as the Contract Manager and Primary Point of Contact for this contract. She has a large amount of recent local experience supporting geotechnical and materials testing on-call contracts for several public agencies, including the City of Merced. Ms. Popenoe will be responsible for allocating the appropriate resources of BSK's Fresno office to meet the demands for all services for the contract with the City. She will also be responsible for the quality and delivery of projects and will serve as Task Manager for the geotechnical services under this contract.



Daniel Palmer, Jr. – Materials Testing Task Manager



Years of Experience	17 Years
Years with Firm	17 Years
Education	BS, Construction Management CSU, Fresno, 2012
Professional Registrations	ICC - Spray-Applied Fireproofing, Reinforced Concrete Nuclear Moisture/Density Gauge ACI - Field Technician Grade I
Key Qualifications	Experienced with management and support of special inspection and construction materials testing projects.

Mr. Palmer is the Construction Services Division Manager for BSK's Fresno Branch and will serve as the Materials Testing Task Manager for this contract. Mr. Palmer has 17 years of experience in materials testing and special inspection services involving pavement, masonry, pre-cast concrete, earthwork, foundations, reinforcing steel, concrete, load testing of post-installed anchors/dowels, structural steel, and welding, with a wealth of experience servicing and managing school projects regulated by the Division of the State Architect (DSA). Mr. Palmer will manage and coordinate field and laboratory services for the BSK team. His duties will include coordination of administrative functions (daily field reports and document control) while serving as liaison to BSK's office and laboratory testing staff.

Sub-Consultants

All the necessary professional services under this contract will be performed in-house by BSK's staff. No sub-consultants are anticipated to be utilized. Sub-contractors will be hired to perform non-consultant services, such as clearing of detectable underground utilities, drilling borings, advancing CPTs, traffic control, and performing select laboratory testing. Any service provided by our sub-contractors will be performed under the direction of BSK staff and the data collected will be interpreted by BSK's team for the City of Merced. BSK will rely on a diverse team of experienced sub-contractors, and commit to using small business, local or DBE certified firms, where possible. BSK plans to utilize the following subcontractors to provide additional capabilities to fulfill the city's needs:

- Gregg Drilling – Geotechnical drilling services including rock coring and CPT soundings.
- Cadre Design Group – Drafting Services.
- Dillard Environmental Services – Hazardous waste disposal services.
- Ground Penetrating Radar Systems, LLC - utility locating services.

BSK and our pertinent subcontractors are registered with the Department of Industrial Relations to be compliant with the requirements for Public Works Contractors and Subcontractors.



List of All Certified Field Staff

In addition to the individuals discussed above, provided below is a matrix that includes all of our certified staff and their capabilities.

Employee	Availability Expected During Course of Contract	Job Classification
Tim Rodriguez	10%	Principal
Neva Popenoe, PE, GE	25%	Principal
Carrie Rodriguez, PE, GE	15%	Principal
Michael Romero, PG, CEG	15%	Senior Professional
Tolleman Gorham, PE	50%	Project Professional I
Adrian Sizemore, EIT	50%	Staff Professional II
Sarah Stephenson, PE	25%	Project Professional II
Robert "Tony" Martin, PG	15%	Principal
Kevin Grove	25%	Senior Professional
Daniel Palmer Jr.	25%	Senior Professional
Santiago Espinoza, PE	15%	Senior Professional
Andy Neufeld	25%	Project Professional I
Brea Diogo	25%	Project Administrator
Randy Cortez	25%	Senior Professional
Nathan Stoll, CWI	75%	Special Inspector
Dennis Ness, CWI	50%	Special Inspector
Chris Helm	75%	Engineering Technician
Andres Zepeda	75%	Engineering Technician
Nadar Henin, CWI	50%	Special Inspector
Don Steckbar	25%	Special Inspector
Scott Orr	25%	Engineering Technician
Ken Clark	50%	Engineering Technician
Neil McConnell, PG, CEG	25%	Senior Professional
Andrew Brand	75%	Engineering Technician
Omar Espinoza	75%	Engineering Technician
David Peralez	75%	Engineering Technician
Note: All licenses and Certifications within the State of California, as applicable. PE=Professional Engineer, GE=Geotechnical Engineer, PG=Professional Geologist, CEG=Certified Engineering Geologist, CWI=Certified Welding Inspector		



INSPECTOR	EAR	HMA	ACI	RC	MAS	PC	CWI	SSW	SSB	FP
Tim Rodriguez	X	X	X	X	X	X			X	X
Daniel Palmer, Jr.	X	X	X	X						X
Santiago Espinoza, PE	X	X	X	X						
Andy Neufeld	X	X	X							
Nathan Stoll, CWI	X	X	X				X	X	X	
Dennis Ness, CWI	X	X	X	X	X		X	X	X	X
Chris Helm	X	X	X							
Andres Zepeda	X	X	X							
James Auser, PE	X	X	X	X	X	X				
Nadar Hennin	X	X	X	X	X	X	X	X	X	X
Don Steckbar	X		X	X						X
Scott Orr	X	X	X							
Ken Clark	X	X	X							
Neil McConnell	X	X	X	X	X				X	
Andrew Brand	X	X	X							
Omar Espinoza	X	X	X	X						
David Peralez	X	X	X							
Legend:	<div> <div> EAR = Earthwork/Soil HMA = Hot Mix Asphalt/AC Pavement ACI = Concrete Sampling/Testing RC = Reinforced Concrete MAS = Masonry </div> <div> PC = Pre-stressed Concrete CWI = AWS Certified Welding Inspector SSW = Structural Steel Welding SSB = Structural Steel Bolting FP = Fireproofing </div> </div>									

Additional material testers and special inspectors for structural elements including reinforced concrete, pre-stressed concrete, masonry, fireproofing, post-installed anchorage and structural steel are available to the City as needed.

FIRM QUALIFICATIONS

Understanding of the Required Services

BSK has thorough understanding and competence with regard to the Geotechnical Engineering and Material Testing Services the City of Merced has referenced in the RFQ. Beyond that understanding and competence (with specific examples to follow), BSK understands that the City is looking for a Consultant that will be on-call and part of the team. The specific purpose of the selected consultant's services is to provide geotechnical engineering, special inspections, materials and laboratory testing services to support a



variety of Public Works construction projects including roads, pipelines, bridges, parks, trails, and other structures. We understand that due to the nature of the various projects anticipated by the City, flexibility and responsiveness are imperative for project success. We also understand that BSK must be able to provide properly trained, experienced and credentialed individuals, likely with short notice, for each of the anticipated project types and for each of the anticipated construction materials that will be used. BSK's administrative processes, including dispatch, client communication, reporting and accounting must meet the needs of the City, and State or Federal guidelines, as needed, to accomplish the work for the City.

Approach to Geotechnical Studies

It is our understanding that projects may require geotechnical design services. A typical geotechnical investigation will include similar items regardless of the project being investigated. All projects will start with a proposal and cost estimate, during which we will work closely with City staff to understand the requested scope of services to provide a cost effective yet thorough investigation. After notice to proceed our approach and work plan will include:

- Project Set-up, Data Review, Site Reconnaissance and Permitting
 - Setting up a BSK project number
 - Staff briefing
 - Review of available geologic mapping for the site and previous investigations (if any)
 - Mark borings, CPTs, and/or test pits in the field
 - Obtain utility clearance by reviewing as-built plans (if available), marking exploration points in the field, calling Underground Service Alert (USA North 811), and retaining the services of a private utility locator
 - Obtain necessary drilling and encroachment permits
- Subsurface Investigation and Laboratory Testing
 - Drill borings, advance CPTs, and/or excavate test pits at a sufficient spacing and to a sufficient depth necessary to provide necessary interpretation of subsurface conditions and associated recommendations for the planned improvements
 - Laboratory testing as necessary, possibly including but not limited to measurement of moisture content/dry density, sieve analysis, Atterberg Limits, strength testing such as direct shear or triaxial compression, consolidation, shrink/swell, collapse potential, Resistance (R) Value, and corrosivity
- Analysis and Report Preparation
 - Evaluate the field and laboratory data
 - Perform engineering analyses to develop conclusions and recommendations



- Summarize the results of field exploration, laboratory data and engineering analysis in a report containing, but not limited to, the following items:
 - A description of the project including a vicinity map and a site plan showing the approximate location of exploration points
 - Description of field investigation, logs of borings, CPTs, and/or test pits, and laboratory tests
 - A description of the surface and subsurface site conditions encountered during the field investigation, including groundwater depths
 - A description of the site geologic setting, fault distances, and associated geologic and seismic hazards, including an analysis of liquefaction potential
 - Presentation of current CBC seismic design parameters
 - Conclusions and recommendations related to the geotechnical aspects of:
 - Shallow and/or deep foundation design and construction
 - Slab-on-grade recommendations
 - Anticipated total and differential settlements
 - Retaining wall recommendations, including seismic increment (if necessary)
 - Pavement design based on R-Value testing and traffic index values
 - Pavement rehabilitation recommendations
 - Slope stability assessments and slope construction or repair recommendations
 - Site drainage and infiltration parameters
 - Site preparation, earthwork and fill recommendations, and
 - Construction considerations and limitations
 - A brief discussion of the corrosion potential of near-surface soils encountered.

BSK sometimes issues a technical memorandum presenting our initial findings and preliminary design recommendations within two weeks of performing our geotechnical investigations. This allows our clients and the rest of the design team to continue moving forward with their projects to meet the project's schedule, while at the same time allowing them an opportunity to provide input on our final recommendations before we issue our final reports. We often follow our reports with post-report consultation services to provide additional input during the design phase of our projects.

Approach to Special Inspections and Materials Testing Services

BSK understands that the City is looking for an inspections firm that will be on-call and responsive, part of the team working with City personnel to provide onsite and offsite materials testing and special inspections to assure quality in compliance with all appropriate standards as identified for each specific project. We must provide properly trained,



experienced, and credentialed individuals, likely with short notice, for various projects. Each task order will be estimated and proposed to the appropriate City representative upon request and will typically follow the methodology outlined herein.

- **Proposal and Cost Estimate** – Work closely with Citystaff to understand scope of services to provide complete testing and special inspection services in accordance with the Quality Assurance Plan (QAP)/Project requirements in a cost-effective manner.
- **Project Set-up and Coordination** -- Participate in the project pre-construction meeting, as appropriate; brief field and laboratory technical staff of project requirements and communication lines; set-up project in BSK's automated report processing and distribution system – MetaField ©.
- **Observation and Testing Services** – Respond to service request with 1-Day notice for materials testing services.
 - Materials Sampling (Plant and/or Field) -- Coordinate materials sampling with project team and suppliers, as needed.
 - Compaction Testing and Observation Services – Provide testing in accordance with Caltrans or ASTM standards, as required, on subgrade, aggregate base, HMA pavement, cement-treated base, concrete and lime-treatment.
- **Laboratory Testing Services** -- Provide comprehensive materials testing in accordance with project requirements and material standards and provide test reports within 1 day of test completion (during construction) and engineering review.
- **Reporting** – Provide daily field reports onsite, preferably in a digital format to the designated project representative.

Materials Testing, Special Inspection and Laboratory Services

BSK's construction services group provides quality assurance/quality control observation, monitoring and testing of construction materials. We are knowledgeable of construction materials including aggregates, asphalt, reinforced concrete, structural steel, concrete, masonry, fireproofing, and are familiar with the associated construction processes and methods.

Members of our construction services team work under the direction of Professional Engineers, and our laboratories and technical staff are certified by multiple agencies including:



- American Concrete Institute (ACI)
- American Welding Society (AWS)
- CA Division of the State Architect (DSA/LEA)
- CA Department of Healthcare Access and Information (HCAi, formerly OSHPD)
- CA Department of Transportation (Caltrans)
- International Code Council (ICC)
- U.S. Army Corps of Engineers (USACE)
- American Society for Non-Destructive Testing (ASNT)
- U.S. Bureau of Reclamation
- AASHTO Materials Reference Laboratory (AMRL)

BSK maintains certified and accredited materials testing laboratories in Fresno, Livermore, Rancho Cordova (Sacramento), and Bakersfield. The list below summarizes a standard set of tests our facilities perform in accordance with ASTM and California Test Methods.

Soil, Aggregate, Asphalt

- Evaluation of aggregate blends and binders
- Rutting fatigue
- Moisture susceptibility
- Stripping
- Maximum dry density
- California 216 Wet Density
- Expansion Index
- R-Value
- Plasticity Index
- Sand equivalent
- Sieve analysis
- Stability
- Asphalt/Bitumin content
- Tensile Strength Ratio (TSR)
- Marshall Compaction
- Hamburg Wheel Track Anchor pull-out

Structural Steel

- Bolt and washer hardness
- Fireproofing density

Reinforcing Steel

- Tensile strength
- Bend test
- Sample and tag specimens

Concrete

- Cylinder / core compressive strength
- Anchor pull-out
- Core extraction
- Slump
- Air content / unit weight
- Concrete cylinder sampling

Masonry

- Grouted prism
- Mortar compression
- Grout compression
- Block compression
- Block dimensions / measurement
- Block moisture/absorption/shrinkage
- Bolt proof load
- Weld procedures
- Charpy impact



Quality Assurance Program (QAP)

BSK will comply with any and all stipulations and forms which are required of in the City QAP including procedures for Acceptance Testing (AT), Independent Assurance Sampling and Testing (IAST) and Testing of Manufactured Materials. Our team is committed to providing qualified staff in support of the City, including Caltrans certified field and laboratory personnel as required by individual projects and the City's Quality Assurance Program.

QA/QC Procedures

BSK's operations, management, inspections, materials testing, and reporting are performed in accordance with our Quality Control Manual, and where Caltrans Test Methods are employed in accordance with our Caltrans Quality Control Manual. These documents and procedures are reviewed and evaluated by AMRL (referencing ASTM E-329), and by Caltrans referencing the Caltrans Independent Assurance Manual, as part of our accreditation process.

BSK's internal quality program requires a dual review of all client deliverables. Our Project Manager, responsible engineer, or designed professional staff routinely review daily field reports and laboratory testing, tracking any non-conformance items while addressing resolutions throughout the construction process. Because of our ongoing review and tracking process, final reports can be processed by our team and delivered to the project distribution list, as directed by the County, within hours of completion of the specific test or inspection. BSK's field and laboratory staff receive documented in-house training and carry appropriate certifications for any testing or inspections they perform. Technical proficiency is evaluated by technical supervisors and responsible engineers to ensure our staff perform in accordance with applicable standards. Subconsultants are also audited / evaluated for conformance with BSK's internal QC program, and subconsultant deliverables undergo the same review process as BSK's direct products.

Daily Field Inspection and Final Reports

BSK's ultimate deliverable is a satisfied client. Our deliverables focus on the customer – from having the right personnel on the project, providing technically sound inspection and testing services, generating proper field and laboratory documentation/reports – to supporting records and qualifications necessary to comply with federal audits.

In general, the Daily Field Reports (DFRs) will be summarized into tables and the original copies kept in our files as required by the Professional Services Agreement. Our DFRs will be completed digitally using BSK's automated report processing and distribution system, MetaField©. Non-conforming test results will immediately be relayed to the designated City contact. All field reports will be reviewed by staff under the supervision of Ms. Neva



Popenoe, Mr. Daniel Palmer, or Mr. Andy Neufeld. As is required for federally funded projects, final reports will be provided upon project completion incorporating all necessary test data and documentation required for timely project closeout.

Caltrans Experience and Certifications

BSK staff has a significant amount of experience providing geotechnical engineering on projects designed to Caltrans standards such as the Vasco Road Safety Improvements Phases I and II, City of Martinez Intermodal Facility Bridge, and James Donlon Boulevard Bridge and Extension in Pittsburg, to name a few. Our materials testing staff has a significant amount of Caltrans testing and construction inspection experience as well on projects such as the Marsh Creek Road Bridge Replacement, Alhambra Valley Road Bridge Replacement and Byron Highway Pavement Improvement projects for Contra Costa County, the City of Fremont 2018, 2019, and 2022 Pavement Rehabilitation projects, the Santa Fe Road Bridge Replacement and Crows Landing Bridge Replacement for Stanislaus County, and current support to Caltrans District 4 directly through on-call contracts for support to both the North Bay and South Bay Area Regions.

Compliance with Federal, State, and Local Agency Procedures

BSK is very familiar with Caltrans Standard Plans and Specifications as well as local agency standards, which are often referenced to Caltrans. We are also very familiar and compliant with the state's prevailing wage requirements, including paying our field staff proper wage determinations and submittal of Certified Payroll to the California Department of Industrial Relations for our services on publicly-funded projects.

Most frequently, adherence to Caltrans test procedures, utilizing appropriate qualified staff (including provision of certification records), and potentially closeout certification of the testing performed are necessary. Additionally, where FAA provisions or other jurisdictions are present, AASHTO or ASTM test standards are required to be followed. Because of the combination of test procedures, adequate oversight and direction, as well as technical knowledge is required of our team.

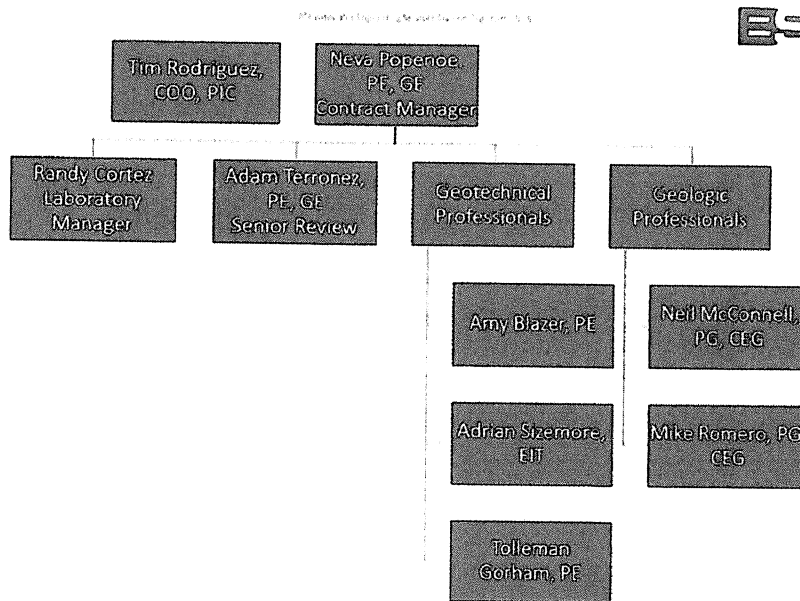
Financial Responsibility, Reporting, Budget, and Schedule Tracking

As has been our experience, the City contract may include projects that receive federal funding processed through Caltrans or FHWA funding. BSK uses Deltek VantagePoint for all accounting needs. VantagePoint is used by hundreds of A/E firms that provide services to the federal government. We provide engineering and materials testing services for projects receiving federal funding on a regular basis and, as a result, our systems fully comply with CFR requirements; specifically, 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31. BSK can conform to a Caltrans pre-award audit.



From a budgeting standpoint, our goal is to prevent surprises to the City. When producing cost estimates, we work to use all information available to us to provide as accurate a scope of services and fee estimate as possible. Avoiding unexpected cost overruns is one of our core values, and when they are necessary due to unforeseen events, we work to maintain a line of communication with the City representative as far in advance as possible. Our accounting system lets our project managers track the charges for our projects on a weekly basis, allowing them to keep our clients informed on the status of our budgets. Whenever possible, we maximize our staff's efficiency by utilizing cross-trained or multi-certified personnel to cover multiple disciplines of work during site visits. This is reinforced by our previously described staffing approach of maintaining continuity of personnel, where possible, and ensuring project needs are both understood and conveyed to each member of our team providing service to the City.

FIRM ORGANIZATIONAL CHART



Geo Organizational Chart



PART A – SCOPE OF WORK

The consultant service in each category may include, but is not necessarily limited to, the scope outlined below. The City will select up to three (3) consultants from each category. The scope may expand based on the needs of the City.

General Civil Engineering

1. Provide construction plans and specifications of various road projects.
2. Provide construction plans and specifications for various utility projects (i.e. water, sewer, storm, etc.).
3. Provide construction support/inspection on various projects.
4. Provide alignment studies and cost estimates.
5. Prepare application for various grants.
6. Prepare various studies that is related to roads, water, sewer, and storm drains.
7. Assist with regulatory compliance and negotiation with Federal, State, and other agencies as necessary.
8. Other tasks that may be requested by the City (i.e. Structural).
9. Manage sub-consultant to complete the projects (geotechnical, traffic, environmental, etc.)

Architectural Services

1. Provide architectural services including but not limited to:
 - a. Facility condition assessment
 - b. Site selection consulting
 - c. Accessibility/ADA Assessment
 - d. Feasibility studies
 - e. Master planning
 - f. Architectural design
 - g. Interior Design
 - h. Acoustical evaluation and design
 - i. Produce new plans of existing facilities
 - j. Energy audits
 - k. Life safety system design
 - l. Technology infrastructure design
 - m. LEED, CHPS, Sustainable design
 - n. Prepare plans & specifications for various City projects
 - o. Review plans & specifications as needed

Landscaping Design Services

1. Provide landscaping design services for City facilities, parks and right of ways including but not limited to:
 - a. Streetscapes
 - b. Planters
 - c. Parking lots
 - d. Trails
 - e. New Parks
 - f. Existing Parks
 - g. Streets and Gutters
 - h. Sidewalks
 - i. Turf and Shrubs

- j. Groundcover
- k. Irrigation and Drainage
- l. Prepare plans & specifications

Geotechnical Engineering and Construction Observation and Materials Testing Services

1. Provide geotechnical analysis services, including conducting soil sampling, classification, and soil permeability analysis.
2. Provide construction observation and material testing services in accordance with City of Merced Standards and Caltrans Test Methods.
3. Provide road treatment recommendations based on samples from the field including, but not limited to, Cement, Quicklime, and Quicklime+ applications.
4. Provide evidence of the possession of current Caltrans Certifications (Inspector, Tester, and Laboratory) for soil, concrete, and asphalt methods for Construction Observation and Materials Testing Services.

Survey

1. Prepare topographic and planimetric survey of proposed City projects, including all underground utility location(s) based on USA markings, digital terrain modeling for contour interpolation, profile, cross-section, and earthwork volume calculations.
2. Prepare drawings of the survey based on the latest AutoCAD version (2018 or newer).
3. Provide land records research for boundary determination of existing and proposed City properties and right-of-way.
4. Recover existing monuments, including monuments (section corners, etc.) property corners, right-of-way monuments, and benchmark.
5. Provide retracement surveys.
6. Re-establish lost or obliterated corners.
7. Re-establish control points.
8. Provide construction staking as needed.
9. Provide record filing including, but not limited to, corner records, record of survey, etc.

Traffic Engineer

1. Provide construction plans and specifications for traffic signals and phasing.
2. Prepare railroad pre-emption studies as necessary.
3. Provide transportation planning.
4. Prepare traffic safety and traffic studies.
5. Analyze traffic safety and traffic studies prepared by other consultants for development projects.
6. Conduct traffic counts and speed studies.
7. Coordinate with the California Public Utilities Commission (CPUC) and other agencies as necessary to obtain approval(s) for various projects.
8. Prepare pre-emption timing.
9. Traffic cards.
10. Signal coordination.
11. Review Traffic studies for other developments.

PART – B CONSULTANT REQUIREMENTS

All engineering plans (including structural and geotechnical), calculations, specifications, and reports (hereinafter referred to as "documents") shall be prepared by, or under the responsible

charge of, a licensed engineer in the State of California and shall include his or her name and license number. Interim documents shall include a notation as to the intended purpose of the document, such as "Preliminary", "Not for Construction", "For Plan Check Only", or "For Review Only". All engineering plans and specifications that are permitted or that are to be released for construction shall bear the signature and seal or stamp of the licensee and the date of signing and sealing or stamping. All final engineering calculations and reports shall bear the signature and seal or stamp of the licensee, and the date of signing and sealing or stamping. If engineering plans are required to be signed and sealed or stamped, and have multiple sheets, the signature, seal or stamp, and date of signing and sealing or stamping, shall appear on each sheet of the plans. If engineering specifications, calculations, and reports are required to be signed and sealed or stamped and have multiple pages, the signature, seal or stamp, and date of signing and sealing or stamping shall appear at a minimum on the title sheet, cover sheet, or signature sheet.

All survey work, including but not limited to topographic, planimetric, field survey, boundary survey, retrace, or installation of new monuments shall be conducted under the supervision of a licensed surveyor in the State of California. Interim documents shall include a notation as to the intended purpose of the document, such as "Preliminary," "Not for Construction," "For Plan Check Only," or "For Review Only." If any document requires signature, per Professional Engineer and Survey Act, the documents shall be signed and stamped by the supervising surveyor.

The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Agreement with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and local laws and regulations.

The Consultant is required to submit a written request and obtain the City's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposals. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal not to exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City.

The Consultant's personnel shall typically be assigned to and remain on specific City projects/deliverables until completion and acceptance of the project/deliverables by the City. Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the project/deliverable by the City.

After City approval of the Consultant's personnel proposal and finalization of a Task Order, the Consultant may not add or substitute personnel without the City's prior written approval.

Resumes or certifications containing the qualifications and experience of the Consultant's and Sub-consultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, shall be submitted to the City for review before assignment on a project. The resume and copies of current license or certification for each candidate must be submitted to the City within one (1) week of receiving the request.

The City reserves the right and may interview the Consultant's personnel for qualifications and experience. If it is deemed necessary to conduct an interview, the Consultant shall provide adequate

qualified personnel to be interviewed by the City within one (1) week of receiving the request. If the City consents with the proposed, the Consultant's personnel shall be binding to the Consultant and its Sub-consultants.

The City shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel and determine whether the deliverables are satisfactory. The City may reject any Consultant's personnel if they do not meet the minimum qualifications. If at any time the level of performance is below expectations, the City may direct the Consultant to immediately remove their personnel from the project specified and request another qualified person be assigned as needed. The substitute personnel shall meet the minimum qualifications required by this Agreement for performance of the work as demonstrated by a resume and copies of current license or certifications submitted by the Consultant. Substitute personnel shall receive prior written approval from City. Invoices with charges for personnel not pre-approved by the City for work on the Agreement and for each task shall not be reimbursable.

The Consultant shall not remove or replace any existing personnel assigned to the project without the prior written consent of the City. The removal or replacement of personnel without the written approval from the City shall be violation of the Agreement and may result in termination of the Agreement.

When assigned consultant personnel are on approved leave and when required by the City, the Consultant Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal, not to exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City. Substitute personnel shall receive prior written approval from the City to work on this Agreement.

Other project personnel not identified on the Consultant's cost proposal, including, but not limited to, field and laboratory technicians, shall also satisfy appropriate minimum qualifications for assigned Task Orders. The City's prior written approval is required for all personnel not identified on the Consultant's organization chart or the Consultant's cost proposals before providing services under this Agreement.

For all civil related work, the Consultant contract manager and/or project manager shall be a Registered Professional Engineer licensed in the State of California, be in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all times during the Agreement period for each project.

For all survey related work, the Consultant contract manager and/or project manager shall be a Licensed Registered Land Surveyor in the State of California, be in good standing with the California State Board for Professional Engineers and Land Surveyors at all times during the duration of this Agreement period for each project.

In addition to other specified responsibilities, the Consultant contract manager shall be responsible for all matters related to the Consultant's personnel, Sub-consultants, Construction Materials Sampling and Testing Services work, and Consultant's and Sub-consultant's operations including, but not limited to, the following:

1. Ensuring that deliverables are clearly defined, acceptance tested, and that criteria are

- specific, measurable, attainable, realistic and time-bound; and that the deliverables satisfy the acceptance tests and criteria.
2. Supervising, reviewing, monitoring, training, and directing the Consultant's and Sub-Consultants' personnel.
 3. Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the City.
 4. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Sub-consultant personnel.
 5. Maintaining and submitting organized project files for record tracking and auditing.
 6. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
 7. Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones.
 8. Assuring that all applicable safety measures are in place.
 9. Providing invoices in a timely manner and providing monthly Agreement expenditures.
 10. Reviewing invoices for accuracy and completion before billing to the City.
 11. Managing Sub-consultants.
 12. Managing overall budget for Agreement and provide report to the City.
 13. Monitoring and maintaining required DBE/LBE involvement.
 14. Ensuring compliance with the provisions in this Agreement and all specific Task Order requirements.
 15. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and local regulations.
 16. Knowledge, experience, and familiarity with prevailing wage issues and requirements in State of California.
 17. Provide knowledge, experience, certifications for testers and laboratory, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.
 18. Experience and capable in the review of the test reports within a reasonable timeframe of the completion of the tests to avoid delay of the field construction operation.

PART C – PROPOSAL CONTENT

The proposal should include the following:

Consultant, please carefully read and submit what has been outlined below only. Failure to submit any of the information may be grounds for rejection of the SOQ. The maximum number of pages in the SOQ shall not exceed 20 pages and must be single-sided.

1. To assist the City with appraising the general competence and qualifications of the consultant, please provide the listed information in the following sequence:
 - a. Cover letter (include at least one main contact person's name, phone number, and email address through which to send correspondence relating to this RFQ);
 - b. Firm name, address, and phone number;
 - c. Type of organization (sole-proprietorship, partnership, or corporation);
 - d. Firm principal(s) who will be responsible for overall coordination and management of the Agreement, and their educational background, license, credentials, and experience;

EXHIBIT B

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 7
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant BSK Associates☒ Prime Consultant☐ Subconsultant☐ 2nd Tier Subconsultant

Project No: _____

Contact No. _____

Participation Amount \$ _____

Date: 5/28/2025

For Combined Rate	Fringe Benefit % 72.040%	+	General & Administrative % 137.093%	=	Combined ICR % 209.13%
OR					
For Home Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Field Office ICR % 0.00%

FEE % = 10%
Salary Increase % = 3.5%

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Principal	\$273.74	N/A	N/A	7/1/2024	6/30/2025	\$80.50		\$70.52 - \$88.34
Exempt	\$283.32	N/A	N/A	7/1/2025	6/30/2026	\$83.32	3.50%	
	\$293.23	N/A	N/A	7/1/2026	6/30/2027	\$86.23	3.50%	
	\$303.50	N/A	N/A	7/1/2027	6/30/2028	\$89.25	3.50%	
Senior Professional	\$212.05	N/A	N/A	7/1/2024	6/30/2025	\$62.36		\$50.06 - \$70.68
Exempt	\$219.47	N/A	N/A	7/1/2025	6/30/2026	\$64.54	3.50%	
	\$227.16	N/A	N/A	7/1/2026	6/30/2027	\$66.80	3.50%	
	\$235.11	N/A	N/A	7/1/2027	6/30/2028	\$69.14	3.50%	
Project Professional II	\$169.45	N/A	N/A	7/1/2024	6/30/2025	\$49.83		\$47.59 - \$51.52
Exempt	\$175.38	N/A	N/A	7/1/2025	6/30/2026	\$51.57	3.50%	
	\$181.51	N/A	N/A	7/1/2026	6/30/2027	\$53.38	3.50%	
	\$187.87	N/A	N/A	7/1/2027	6/30/2028	\$55.25	3.50%	
Project Professional I	\$138.30	\$158.63	\$178.97	7/1/2024	6/30/2025	\$40.67		\$36.96 - \$44.43
Non-Exempt	\$143.14	\$164.18	\$185.23	7/1/2025	6/30/2026	\$42.09	3.50%	
	\$148.15	\$169.93	\$191.71	7/1/2026	6/30/2027	\$43.57	3.50%	
	\$153.33	\$175.88	\$198.42	7/1/2027	6/30/2028	\$45.09	3.50%	

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 7
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant BSK Associates☒ Prime Consultant☐ Subconsultant☐ 2nd Tier Subconsultant

Project No: _____

Contact No. _____

Participation Amount \$ _____

Date: 5/28/2025

For Combined Rate	Fringe Benefit % 72.040%	+	General &Administrative % 137.093%	=	Combined ICR % 209.13%
OR					
For Home Office Rate	Fringe Benefit % 0%	+	General &Administrative % 0.00%	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit % 0%	+	General &Administrative % 0.00%	=	Field Office ICR % 0.00%

FEE % = 10%
Salary Increase % = 3.5%

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Staff Professional II Non-Exempt	\$124.25	\$142.52	\$160.79	7/1/2024	6/30/2025	\$36.54		\$32.96 - \$40.00
	\$128.60	\$147.51	\$166.42	7/1/2025	6/30/2026	\$37.82	3.50%	
	\$133.10	\$152.67	\$172.25	7/1/2026	6/30/2027	\$39.14	3.50%	
	\$137.76	\$158.02	\$178.27	7/1/2027	6/30/2028	\$40.51	3.50%	
Staff Professional I Non-Exempt	\$101.88	\$116.86	\$131.84	7/1/2024	6/30/2025	\$29.96		\$28.29 - \$31.42
	\$105.44	\$120.95	\$136.45	7/1/2025	6/30/2026	\$31.01	3.50%	
	\$109.13	\$125.18	\$141.23	7/1/2026	6/30/2027	\$32.09	3.50%	
	\$112.95	\$129.56	\$146.17	7/1/2027	6/30/2028	\$33.22	3.50%	
Project Administrator Non-Exempt	\$110.38	\$126.61	\$142.84	7/1/2024	6/30/2025	\$32.46		\$29.01 - \$36.40
	\$114.24	\$131.04	\$147.84	7/1/2025	6/30/2026	\$33.60	3.50%	
	\$118.24	\$135.63	\$153.01	7/1/2026	6/30/2027	\$34.77	3.50%	
	\$122.38	\$140.37	\$158.37	7/1/2027	6/30/2028	\$35.99	3.50%	
Administrative Assistant Non-Exempt	\$96.10	\$110.23	\$124.36	7/1/2024	6/30/2025	\$28.26		\$26.00 - \$30.52
	\$99.46	\$114.09	\$128.71	7/1/2025	6/30/2026	\$29.25	3.50%	
	\$102.94	\$118.08	\$133.21	7/1/2026	6/30/2027	\$30.27	3.50%	
	\$106.54	\$122.21	\$137.88	7/1/2027	6/30/2028	\$31.33	3.50%	

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 7
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant BSK Associates☒ Prime Consultant☐ Subconsultant☐ 2nd Tier Subconsultant

Project No: _____

Contact No. _____

Participation Amount \$ _____

Date: 5/28/2025

For Combined Rate	Fringe Benefit % 72.040%	+	General &Administrative % 137.093%	=	Combined ICR % 209.13%
OR					
For Home Office Rate	Fringe Benefit % 0%	+	General &Administrative % 0.00%	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit % 0%	+	General &Administrative % 0.00%	=	Field Office ICR % 0.00%

FEE % = 10%
Salary Increase % = 3.5%

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Special Inspector Non-Exempt	\$147.07	\$168.70	\$190.32	7/1/2024	6/30/2025	\$43.25		\$33.35 - \$52.00
	\$152.22	\$174.60	\$196.98	7/1/2025	6/30/2026	\$44.76	3.50%	
	\$157.55	\$180.71	\$203.88	7/1/2026	6/30/2027	\$46.33	3.50%	
	\$163.06	\$187.04	\$211.01	7/1/2027	6/30/2028	\$47.95	3.50%	
Engineering Technician Non-Exempt	\$119.44	\$137.00	\$154.57	7/1/2024	6/30/2025	\$35.13		\$27.04 - \$44.00
	\$123.62	\$141.80	\$159.98	7/1/2025	6/30/2026	\$36.35	3.50%	
	\$127.95	\$146.76	\$165.58	7/1/2026	6/30/2027	\$37.63	3.50%	
	\$132.43	\$151.90	\$171.37	7/1/2027	6/30/2028	\$38.94	3.50%	
Lab Technician Non-Exempt	\$91.00	\$104.38	\$117.76	7/1/2024	6/30/2025	\$26.76		\$21.00 - \$39.40
	\$94.18	\$108.03	\$121.88	7/1/2025	6/30/2026	\$27.70	3.50%	
	\$97.48	\$111.81	\$126.14	7/1/2026	6/30/2027	\$28.67	3.50%	
	\$100.89	\$115.72	\$130.56	7/1/2027	6/30/2028	\$29.67	3.50%	
Technician / Courier Non-Exempt	\$82.26	\$94.35	\$106.45	7/1/2024	6/30/2025	\$24.19		\$23.69 - \$24.68
	\$85.14	\$97.65	\$110.17	7/1/2025	6/30/2026	\$25.04	3.50%	
	\$88.12	\$101.07	\$114.03	7/1/2026	6/30/2027	\$25.91	3.50%	
	\$91.20	\$104.61	\$118.02	7/1/2027	6/30/2028	\$26.82	3.50%	

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 4 of 7
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant BSK Associates☒ Prime Consultant☐ Subconsultant☐ 2nd Tier Subconsultant

Project No: _____

Contact No. _____

Participation Amount \$ _____

Date: 5/28/2025

For Combined Rate	Fringe Benefit % 72.040%	+	General & Administrative % 137.093%	=	Combined ICR % 209.13%
OR					
For Home Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Field Office ICR % 0.00%

FEE % = 10%

Salary Increase % = No further increases to DIR determination.

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Group 1 Special Inspector - North Determination**	\$206.65	\$237.03	\$267.42	7/1/2024	6/30/2025	\$60.77	No further increases to DIR determination.	\$60.77
Non-Exempt	\$206.65	\$237.03	\$267.42	7/1/2025	6/30/2026	\$60.77		
Prevailing Wage	\$206.65	\$237.03	\$267.42	7/1/2026	6/30/2027	\$60.77		
	\$206.65	\$237.03	\$267.42	7/1/2027	6/30/2028	\$60.77		
Group 2 Special Inspector - North Determination**	\$199.85	\$229.23	\$258.62	7/1/2024	6/30/2025	\$58.77	No further increases to DIR determination.	\$58.77
Non-Exempt	\$199.85	\$229.23	\$258.62	7/1/2025	6/30/2026	\$58.77		
Prevailing Wage	\$199.85	\$229.23	\$258.62	7/1/2026	6/30/2027	\$58.77		
	\$199.85	\$229.23	\$258.62	7/1/2027	6/30/2028	\$58.77		
Group 3 Engineering Technician - North Determination**	\$175.33	\$201.11	\$226.89	7/1/2024	6/30/2025	\$51.56	No further increases to DIR determination.	\$51.56
Non-Exempt	\$175.33	\$201.11	\$226.89	7/1/2025	6/30/2026	\$51.56		
Prevailing Wage	\$175.33	\$201.11	\$226.89	7/1/2026	6/30/2027	\$51.56		
	\$175.33	\$201.11	\$226.89	7/1/2027	6/30/2028	\$51.56		
Group 4 Technician - North Determination**	\$155.03	\$177.82	\$200.62	7/1/2024	6/30/2025	\$45.59	No further increases to DIR determination.	\$45.59
Non-Exempt	\$155.03	\$177.82	\$200.62	7/1/2025	6/30/2026	\$45.59		
Prevailing Wage	\$155.03	\$177.82	\$200.62	7/1/2026	6/30/2027	\$45.59		
	\$155.03	\$177.82	\$200.62	7/1/2027	6/30/2028	\$45.59		

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 5 of 7

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant BSK Associates☒ Prime Consultant☐ Subconsultant☐ 2nd Tier Subconsultant

Project No: _____ Contact No. _____

Participation Amount \$ _____

Date: 5/28/2025

For Combined Rate	Fringe Benefit % 72.040%	+	General &Administrative % 137.093%	=	Combined ICR % 209.13%
OR					
For Home Office Rate	Fringe Benefit % 0%	+	General &Administrative % 0.00%	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit % 0%	+	General &Administrative % 0.00%	=	Field Office ICR % 0.00%

FEE % = 10%

Salary Increase % = No further increases to DIR determination.

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Group 3 NDT - South Determination**	\$214.09	\$245.57	\$277.05	7/1/2024	6/30/2025	\$62.96	No further increases to DIR determination.	\$62.96
Non-Exempt	\$214.09	\$245.57	\$277.05	7/1/2025	6/30/2026	\$62.96		
Prevailing Wage	\$214.09	\$245.57	\$277.05	7/1/2026	6/30/2027	\$62.96		
	\$214.09	\$245.57	\$277.05	7/1/2027	6/30/2028	\$62.96		
Group 2 Special Inspector - South Determination**	\$207.29	\$237.77	\$268.25	7/1/2024	6/30/2025	\$60.96	No further increases to DIR determination.	\$60.96
Non-Exempt	\$207.29	\$237.77	\$268.25	7/1/2025	6/30/2026	\$60.96		
Prevailing Wage	\$207.29	\$237.77	\$268.25	7/1/2026	6/30/2027	\$60.96		
	\$207.29	\$237.77	\$268.25	7/1/2027	6/30/2028	\$60.96		
Group 1 Engineering Technician - South Determination**	\$201.24	\$230.83	\$260.42	7/1/2024	6/30/2025	\$59.18	No further increases to DIR determination.	\$59.18
Non-Exempt	\$201.24	\$230.83	\$260.42	7/1/2025	6/30/2026	\$59.18		
Prevailing Wage	\$201.24	\$230.83	\$260.42	7/1/2026	6/30/2027	\$59.18		
	\$201.24	\$230.83	\$260.42	7/1/2027	6/30/2028	\$59.18		

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 6 of 7
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant BSK Associates ☒ Prime Consultant ☐ Subconsultant
Project No. _____ **Contract No.** _____ **Date** 5/28/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)					
Description of Item		Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 1.00	
Materials Laboratory Tests				Per attached schedule	
Permit / Subconsultant Fees				Cost +15%	
Equipment / Unit Costs				Per attached schedule	
Subconsultant 1:					\$ -
Subconsultant 2:					\$ -
Subconsultant 3:					\$ -
Subconsultant 4:					\$ -
Subconsultant 5:					\$ -

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 7 of 7**Certification of Direct Costs:**

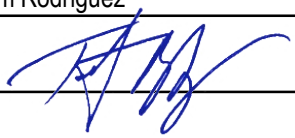
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Tim Rodriguez Title *: Chief Operating Officer

Signature:  Date of Certification (mm/dd/yyyy): 5/28/2025

Email: trodriguez@bskassociates.com Phone Number: 209.914.7258

Address: 691 N. Laverne Avenue, Suite 101, Fresno, CA 93727

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Geotechnical Engineering Services / Special Inspection and Materials Testing Services / Environmental Consulting Services

BSK Associates - Schedule of Fees - July 1, 2024 to June 30, 2025

SOFTWARE AND EQUIPMENT

Escalation: The prices noted below are subject to an increase of 5% annually, effective July 1 of each year following the initiation of a services agreement.

ANALYSIS SOFTWARE USAGE FEES			
gINT (software)	\$	68.00	Slide (software) \$ 133.00
LPile (software)	\$	68.00	Settle3D (software) \$ 133.00
APile (software)	\$	68.00	Cpet-IT (software) \$ 68.00
SHAFT (software)	\$	68.00	LiqSVs (software) \$ 68.00
GROUP (software)	\$	133.00	ArcGIS (software) \$ 68.00
Cliq (software)	\$	68.00	Surfer (software) \$ 68.00
LiquefyPro (software)	\$	68.00	Seep/W (software) \$ 133.00
LiqIT (software)	\$	68.00	
EQUIPMENT			
Nuclear Gauge (Day)	\$	74.00	10' PVC Blank - 2"(Each) \$ 28.00
Skidmore Wilhelm Calibrator (Day)	\$	74.00	10' PVC Blank - 4: (Each) \$ 65.00
NDT Weld Testing Equipment - UT/MT/PT (Day)	\$	74.00	10' PVC Screen - 2" (Each) \$ 44.00
Proof Load Testing Equipment (Day)	\$	74.00	10' PVC Screen - 4" (Each) \$ 88.00
Torque Wrench (Day)	\$	74.00	5' PVC Blank - 2" (Each) \$ 19.00
GPR Scanning Equipment (Day)	\$	341.00	5' PVC Blank - 4" (Each) \$ 56.00
Rebar Locator/Pachometer (Day)	\$	134.00	5' PVC Screen - 2" (Each) \$ 28.00
Coring Equipment (day)	\$	252.00	5' PVC Screen - 4" (Each) \$ 72.00
Relative Humidity Meter (Day)	\$	74.00	55 Gallon Drum (Each) \$ 131.00
Moisture Emission Test Kit (Each)	\$	50.00	6 "x 5' Steel Monument Cover (Each) \$ 310.00
Wood Moisture Meter (Day)	\$	74.00	Air Indicators (Each) \$ 56.00
Air Meter (Concrete)	\$	74.00	Combustible Gas Indicator (Day) \$ 83.00
Laptop (Day)	\$	79.00	Disposable Bailer (Each) \$ 15.00
Document Scanner (Day)	\$	34.00	HydroPunch Tip (Each) \$ 26.00
Vehicle/Truck Charge (Day)	\$	144.00	Lantec GEM 500 (Day) \$ 271.00
Hand Auger (Day)	\$	158.00	Locking Cap - 2" (Each) \$ 26.00
Seismograph (Day)	\$	333.00	Locking Cap - 4" (Each) \$ 53.00
Hand-held GPS (Day)	\$	102.00	Silicone Tubing (Foot) \$ 9.00
Slope Inclinator Probe (Each)	\$	525.00	Tedlar Vapor Bags (Each) \$ 32.00
Double Ring Infiltrometer (Day)	\$	158.00	Bottom Cap (Each) \$ 11.00
Drilling Kit - Paint/Stakes/Lath (Each)	\$	36.00	Disposable Purge Pump Tubing (Foot) \$ 2.00
Drilling Supplies (Tubes / Caps)	\$	368.00	Bison Resistivity Meter (Day) \$ 213.00
Sample Sleeve w/ Caps/Teflon 6" (Each)	\$	14.00	Chem Grout Pump (Day) \$ 139.00
Manometer (Day)	\$	259.00	DC Purge Pump (Day) \$ 70.00
Generator	\$	110.00	Development Pump and Controller (Day) \$ 97.00
Power Auger	\$	110.00	Dissolved Oxygen Meter (Day) \$ 84.00
AC Cold Patch (Each)	\$	20.00	Grundfos Converter (Day) \$ 93.00
Bentonite Grout (Bag)	\$	28.00	HydroPunch II (Each) \$ 333.00
Bentonite Medium Chips (Bag)	\$	26.00	Interface Meter (Each) \$ 125.00
Bentonite Pellets (Bucket / Bag)	\$	198.00	Kemmer Sampler (Day) \$ 48.00
Bentonite Powder (Bag)	\$	16.00	ORP Meter (Each) \$ 89.00
Filter Sand (Bag)	\$	15.00	Sample Pump (Day) \$ 133.00
Portland Cement (Bag)	\$	20.00	Scanning Equipment (Day) \$ 134.00
Ready Mix (Bag)	\$	19.00	Water Level Data Logger (Day) \$ 103.00
Padlocks (Each)	\$	28.00	Telescopic Wastewater Sampler (Day) \$ 70.00
pH/EC/Temperature Meter (Day)	\$	79.00	SVE System (Month) \$ 1,470.00
PID/OVA (Day)	\$	158.00	Combustible Gas Meter (Day) \$ 252.00
Steam Cleaner (Day)	\$	146.00	Water Meter (Day) \$ 68.00
Turbidity Kit (Day)	\$	89.00	Flow Monitoring Equipment (Day) \$ 408.00
Water Sample Filters (Each)	\$	29.00	Liquid Proportional Sampling Equipment (Day) \$ 414.00
Well Sounder (Day)	\$	63.00	Gas Detector Pump (Each) \$ 48.00
Well Vault Traffic Rated Box (Each)	\$	146.00	Landfill Gas Chromatograph (Day) \$ 273.00
Bollards (Each)	\$	125.00	Support Truck (Day) \$ 273.00
Air Compressor (Day)	\$	74.00	Sound Level Meter (Each) \$ 43.00
Continuous Core Sampler (Day)	\$	341.00	Water Level Transducers (Each) \$ 16.00
4" Disposable Bailleurs (Each)	\$	26.00	Multiparameter Env Water Meter (Day) \$ 179.00

BSK Associates - Schedule of Fees - July 1, 2024 to June 30, 2025

MATERIALS LABORATORY TESTS

Escalation: The prices noted below are subject to an increase of 5% annually, effective July 1 of each year following the initiation of a services agreement.
Standard Rate Applies to Normal Testing Schedule. Rush Order Turnaround Time Charged at 1.5 x Standard Unit Rates.

SOILS & AGGREGATES			
Modified or Standard Proctor - 4" or 6" Mold (ASTM / AASHTO)	\$ 336.00	% Crushed Particles / Fractured Particles (CT 205/AASHTO T335)	\$ 218.00
Proctor with Oversize Material (ASTM / AASHTO)	\$ 420.00	% Flat & Elongated (ASTM D4791)	\$ 167.00
Proctor Check Point (All Methods)	\$ 180.00	Minus 200 Wash/Aggregate (ASTM C117)	\$ 110.00
Caltrans Maximum Wet Density (CT 216)	\$ 284.00	Sieve Analysis w/ Wash (ASTM C136 / CT 202 / AASHTO T27)	\$ 226.00
Minus 200 Wash Soil (ASTM D1140)	\$ 110.00	Sieve Analysis - Coarse Only (ASTM C136 / CT 202 / AASHTO T27)	\$ 110.00
Moisture Content of Soils (ASTM D2216)	\$ 47.00	Coarse Specific Gravity / Absorption (ASTM C127/CT 206/AASHTO T85)	\$ 210.00
Plasticity Index (ASTM D4318)	\$ 290.00	Fine Specific Gravity / Absorption (ASTM C128/CT 207/AASHTO T84)	\$ 210.00
Expansion Index of Soils (UBC No. 29)	\$ 311.00	Sand Equivalent (ASTM D2419 / CT 217 / AASHTO T176)	\$ 167.00
Collapse Potential of Soils (ASTM D2435)	\$ 270.00	Durability Index (CT 229)	\$ 331.00
Organic Impurities (ASTM C40 / CT 213)	\$ 110.00	Abrasion by LA Rattler, Large Size (ASTM C131/CT 211/AASHTO T96)	\$ 378.00
Tube Density & Moisture Content of Soil (ASTM D2216, D2937)	\$ 57.00	Abrasion by LA Rattler, Small Size (ASTM C131/CT 211/AASHTO T96)	\$ 311.00
Visual Classification (ASTM D2488)	\$ 57.00	Cleaness Value of Aggregate (CT 227)	\$ 238.00
Hydrometer (ASTM D422 / CT 203)	\$ 315.00	Aggregate Wt pcf Compacted (ASTM C 29)	\$ 117.00
Double Hydrometer (ASTM D4221)	\$ 414.00	Gradation-Rip Rap - Per Sieve (D5519-Method A)	\$ 298.00
Uncompacted Void Content (CT 234 / AASHTO T304)	\$ 147.00	Sodium Sulfate Soundness-Min. Charge (ASTM C88/CT 214/AASHTO T104)	\$ 462.00
Sand Density Calibration (ASTM D1566)	\$ 231.00	Sodium Sulfate Soundness-Per Sieve (ASTM C88/CT 214/AASHTO T104)	\$ 147.00
Minimum Resistivity of Soils (CT 643)	\$ 186.00	R-Value of Soils (CT 301)	\$ 473.00
Consolidation (ASTM D2435) w/ 2 Time Rates	\$ 553.00	Soil Cement Compression - Set (ASTM D1633)	\$ 315.00
Consolidation (ASTM D2435) w/ No Time Rates	\$ 368.00	CIR / FDR Compressive Strength Testing - Set	\$ 315.00
Unconfined Compressive Strength, Soil (ASTM D2166)	\$ 147.00	CIR / FDR Sample Preparation / Compaction	\$ 289.00
Remolded Consolidation (ASTM D2435)	\$ 468.00	CBR (ASTM D1883/AASHTO T-180)	\$ 1,313.00
Minimum Index Density Soils (ASTM D4254)	\$ 91.00	Preparation of Soil-Cement Samples	\$ 994.00
Direct Shear Remolded (ASTM D3080)	\$ 347.00	Soluble Sulfate Chloride & Sulfide	\$ 172.00
Direct Shear (ASTM D3080)	\$ 290.00	pH Sulfate & Chloride	\$ 87.00
Remolded Direct Shear (ASTM D3080)	\$ 347.00	% Lumps/Friable Particles (ASTM C142)	\$ 107.00
Remolded Flexwall Perm (ASTM D5084)	\$ 739.00	% Organics in Soil (ASTM D2974)	\$ 181.00
HOT MIX ASPHALT			
JMF Mix Design, Superpave / Caltrans	\$ 11,838.00	Bitumen Content - Ignition (ASTM D6307 / CT382 / AASHTO T308)	\$ 296.00
JMF Verification - HMA - Superpave / Caltrans	\$ 6,860.00	Oil Content Correction Factor (ASTM D6307 / CT 382 / AASHTO T308)	\$ 689.00
JMF Production Startup - Superpave / Caltrans	\$ 6,382.00	Gradation from Extraction (ASTM D5444 / AASHTO T30)	\$ 180.00
RAP Material Testing - Additional Fee	\$ 830.00	Bulk Specific Gravity (CT308 / AASHTO T275 / ASTM D2726)	\$ 84.00
Rubberized RHMA Material - Additional Fee	\$ 1,915.00	HMA Theo. Max Density Rice Method (ASTM D2041 / CT 309 / AASHTO T209)	\$ 331.00
JMF Mix Design, HVEEM	\$ 4,095.00	Volumetric Calculations (VMA, VFA, DP, AV, Eff. Calcs)	\$ 70.00
JMF Mix Design, Marshall	\$ 4,858.00	Moisture Content of Asphalt (CT 370 / AASHTO T329)	\$ 87.00
Open Graded Asphalt Optimum Bitumen Content (CT 368)	\$ 2,924.00	Film Stripping	\$ 117.00
Gyratory Compaction - Set of 3 (AASHTO T312)	\$ 442.00	Compaction/Preparation of HMA Briquette (CT 304)	\$ 290.00
Hamburg Wheel Track (AASHTO T324)	\$ 2,625.00	Stabilometer Value - Set of 3 (CT366)	\$ 368.00
Tensile Strength Ratio (CT 371 / AASHTO T283)	\$ 1,449.00	Lab Mixed TSR - Moisture Induced Damage (AASHTO T283 / CT 371)	\$ 1,943.00
Marshall Maximum Density (ASTM D6926)	\$ 386.00	Calculated AC Maximum Density (CT 367)	\$ 131.00
Marshall Stability & Flow (ASTM D6927)	\$ 331.00	Thickness Determination of AC Cores	\$ 28.00
CONCRETE & MASONRY			
Compression Test Concrete - Per Cylinder (ASTM C39)	\$ 37.00	Flexural Test per Beam (ASTM C78 / CT 523)	\$ 118.00
Compression Test Concrete - Set of 4/5 (ASTM C39)	\$ 180.00	Linear Shrinkage - Set of 3 (ASTM C157)	\$ 525.00
Compression Test of Core (ASTM C42)	\$ 80.00	Unit Weight Lt Wt Concrete (ASTM C567)	\$ 74.00
Compressive Strength of Shotcrete Panel	\$ 420.00	Splitting Tensile Strength of Concrete (ASTM C496)	\$ 158.00
Compression Test Composite CMU Prism (1)	\$ 218.00	Compressive Strength CMU Block (ASTM C140)	\$ 252.00
Compression Test Grout (Set of 4)	\$ 159.00	Comp. Strength, SG, & Abs. of CMU - Per Block (ASTM C140)	\$ 290.00
Compression Test Mortar (Set of 3)	\$ 145.00	Masonry Linear Shrinkage (ASTM C426)	\$ 532.00
		Masonry Core Shear Test (Title 24)	\$ 248.00
METALS & FIREPROOFING			
Tensile & Bend of Rebar #3-11	\$ 195.00	Brinell Hardness of Steel (ASTM E10)	\$ 131.00
Slip and Tensile Rebar Couplers (CT 670)	\$ 284.00	Rockwell Hardness of Steel (ASTM E18)	\$ 131.00
Bolt Proof & Ultimate Load	\$ 338.00	Face Bend of Steel Coupon	\$ 80.00
Bolt Hardness - Set of 3	\$ 225.00	Root Bend of Weld Coupon	\$ 80.00
Nut Proof Load - Set of 3	\$ 338.00	Side Bend of Weld Coupon	\$ 80.00
Nut Hardness - Set of 3	\$ 225.00	Tensile Test of Steel Coupon	\$ 110.00
Washer Hardness - Set of 3	\$ 225.00	Bend Test of Steel Coupon	\$ 95.00
Dry Density Fireproofing (ASTM E605)	\$ 125.00	Adhesion / Cohesion Fireproofing Materials	\$ 167.00

EXHIBIT C

EXHIBIT C

City of Merced

Authorization of Services Agreement

Dept. Head Sig.: _____
 Due Date: _____
 Return to: _____

 Name of City Contact

 Phone Ext.

Description of Services to be Provided:

Official Use Only

Check Box If Applicable To Project:

☐ License (1)* Type _____ ☐ Business License (2)* ☐ Bonds (6)*
☐ Insurance (13)* ☐ Workers' Compensation (14)* ☐ Prevailing Wages (15)*

** Numbers correspond to paragraph numbers on the Terms and Conditions attached hereto.*

Consultant:

Proposal/Quote

1. _____
2. _____
3. _____

Total Amount \$ _____

By completing and executing this document, Consultant agrees to be bound to the Terms and Conditions attached hereto and incorporated by reference, any additional terms and conditions found on the Purchase Order, and any other terms and conditions imposed by the City and attached hereto or in the Merced Municipal Code, and makes the City an offer for the above-mentioned services at the above-mentioned price. This agreement is not binding on the City until executed by the City Manager, or his/her designee, and a Purchase Order is issued to Consultant. Any terms and conditions proposed by Consultant shall not be binding upon the City unless expressly agreed to in writing by the designated representative of the City.

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Consultants

 Print Name

 Name of Business Entity

 Signature

 Date

 Phone No.

 Position/Title

 License No.:

(If Applicable)

Accepted by City of Merced
Only

Official Use

 Date

 City Manager or Designee

EXHIBIT C
City of Merced
Authorization of Services Agreement

**TERMS AND CONDITIONS FOR
SERVICES CONTRACTS**

THESE TERMS AND CONDITIONS, ("Terms and Conditions") are made and entered into on the date shown on the attached Statement of Services, by and between the City of Merced, a California Charter Municipal Corporation, ("City") and the Consultant, Vendor, Contractor, or Person, ("Contractor") shown on the Authorization for Service Agreement. These Terms and Conditions, Authorization for Service Agreement, and the Consulting and Professional Services Contract shall herein be collectively referred to as the "Agreement." Any words that Consultant adds to the Agreement or any form that Consultant uses in the course of business will not change or supersede these Terms and Conditions. The City must agree, in writing, to any change in terms and conditions. The City's acceptance of any work or services is not an acceptance of Consultant's conflicting terms and conditions should such exist.

1. **CONTRACTOR'S SERVICES.** Contractor shall, at its own cost and expense and as authorized and directed by the City, provide the personnel, supervision, equipment, supplies, services, administration, transportation, and other needs to complete the work described in the Authorization for Service Agreement and the City's Purchase Order, which is hereby incorporated and made a part of these Terms and Conditions, within the agreed upon time schedule and budget. The Contractor is responsible for obtaining and administering the employment of personnel having the training, experience, licenses, and other qualifications necessary for the work assigned. All project-related costs shall be assumed and paid by the Contractor. These Terms and Conditions and Purchase Order provide the exclusive means of payment and reimbursement of costs to the Contractor by the City.

Such work shall include the following:

- a. The Contractor shall perform the services as described in the Statement of Services and Purchase Order in full compliance with these Terms and Conditions and adopted City policies and guidelines as provided to the Contractor, and in compliance with all other applicable laws and regulations.
- b. The Contractor shall perform all services and prepare all documents in professional form, exercising the special experience, skill, and education required for such service.
- c. The Contractor shall provide finished documents of presentation quality that evidence the highest standards of investigation, professional review, public participation, and presentation.

2. **SCHEDULE OF PERFORMANCE AND BUDGET.** The Contractor shall satisfactorily perform the services described in the Statement of Services and Purchase Order within the Time Schedule stated or agreed to between the Contractor and the City. The Contractor shall review the remaining work and remaining budget at least monthly (or at such other interval as directed by City staff) and shall confirm that completion may be expected within the budget approved or, in the

EXHIBIT C
City of Merced
Authorization of Services Agreement

alternative, give immediate notice when it shall first appear that the approved budget will not be sufficient, together with an explanation for any projected insufficiency.

The Contractor shall immediately inform the City of any problems, obstructions, or deviations of which the Contractor becomes aware affecting Contractor's ability to complete the project in a timely, efficient, and competent manner.

3. **RISK OF LOSS PRIOR TO FINAL ACCEPTANCE.** Risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Contractor regardless of the cause. Contractor shall repair or replace such damages or destroyed work to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of work.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered shall be made upon presentation of an invoice detailing services performed and authorized.

5. **PERMITS AND LICENSES.**

- a. Contractor shall apply for and procure permits and licenses necessary for the work.
- b. Contractor shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.
- c. Contractor shall pay charges and fees in connection with permits and licenses.