

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, 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 California Corporation, whose address of record is 550 W. Locust Avenue, Fresno, California 93650, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to provide on-call geotechnical engineering, construction observation and materials testing services; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide the services in connection with said project.

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 services described in Exhibit "A" attached hereto. City and Consultant shall enter into an "Authorization of Service Agreement," substantially in the form of Exhibit "C" attached hereto and incorporated herein by this reference. The City's City Manager shall have the authority to execute on City's behalf the Authorization of Service Agreement without additional approval by the City Council so long as the funding is available within the project's budget. In the event additional funding is required, a First Amendment to this Agreement will require prior City Council approval. In the event of a conflict between the term of this Agreement and the terms of the Authorization of Service Agreement, the terms and conditions set forth herein shall prevail over those set forth in the Authorization of Service Agreement.

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.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in each Authorization of Service Agreement. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on September 6, 2023. This Agreement may be extended for two (2) one (1) year terms upon written approval by the City.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement and accompanying Authorization of Services Agreement shall be 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". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Five Hundred Thousand Dollars (\$500,000.00).

5. **METHOD OF PAYMENT.** City shall pay Consultant for services rendered pursuant to this Contract, at the times and in the manner set forth in each Authorization of Service Agreement. The payments specified in the Authorization of Service Agreement shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement. Consultant hourly rates shall not exceed those listed in Exhibit "B," attached hereto and incorporated herein by this reference.

6. **RECORDS.** 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.

7. **CONSULTANT'S BOOKS AND RECORDS.** 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.

8. **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.

9. **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.

10. **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 (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.

11. PREVAILING WAGES.

A. **Labor Code Compliance.** If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Vendor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Vendor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Vendor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Vendor at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Vendor agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. **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.

21. **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.

22. **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.

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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:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kimberly Chley 8/12/21
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

{Signatures continued on next page}

CONSULTANT
BSK ASSOCIATES,
A California Corporation

BY: 
(Signature)

Michael Collins
(Typed Name)

Its: Fresno Branch Manager
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 94-1633676

ADDRESS: 550 W. Locust Ave.
Fresno, CA 93650

TELEPHONE: 559-497-2880
FAX: 559-497-2886
E-MAIL: mcollins@bskassociates.com

EXHIBIT A

STAFF COMMITMENT

BSK Staff is currently working on the following projects:

- Madera Behavioral Health. *Commitment:* as needed, 1-2 Tech./Special Inspector. *Anticipated completion:* Q4 2021
- Various Dairy Digesters. *Commitment:* as needed, 1 Tech. *Anticipated completion:* Q4 2023
- Pleasant Ave. Improvements, Tulare. *Commitment:* as needed, 1-2 Tech./Special Inspector. *Anticipated completion:* Q4 2021
- Sanger Educational Complex, Phase 1B. *Commitment:* as needed, 1-2 Tech./Special Inspector. *Anticipated completion:* Q2 2022

FIRM EXPERIENCE – GEOTECHNICAL

Description of Geotechnical Engineering Capabilities: BSK's team of geotechnical engineers has the technical capability to provide creative, practical, and technically sound recommendations within a reasonable budget. We are well-equipped to provide cost effective investigations and recommendations for many types of public works/engineering improvement projects.

Our geotechnical design and recommendation experience encompasses, but is not exclusive to the following:

- Roadway pavement design
- Road projects requiring cut and/or fill slopes
- Eroding or failing creek bank repair
- Bridge foundation design, evaluation, construction, and repair
- Retaining wall construction or repair
- Rock slope protection construction or repair
- Pavement subgrade improvement, construction, and repair, including soil stabilization methods
- Stormdrain construction and repair
- Construction observations and/or inspection, and support
- Landslide, slope, or roadway instability repair

GEOTECHNICAL ENGINEERING TYPICAL SCOPE OF WORK

For geotechnical projects, the scope of work will contain the same basic elements: scoping and pricing; review of existing documents and available resources (e.g., geologic maps, groundwater well data, USDA/NRCS soils maps); subsurface investigation; laboratory testing; engineering analysis; and providing conclusions and recommendations. BSK has robust quality control measures including review and oversight by a team of qualified technical staff at every step from scoping to laboratory testing to recommendations and results. BSK has provided a typical approach/scope below:

Proposal and Cost Estimate – Work closely with City staff to understand scope of work to provide a cost effective yet thorough investigation to identify issues and recommend solutions before they impact the project.

Project Set-up, Site Reconnaissance and Permitting – Staff briefing, preparation of health and safety plan, mark borings in the field, obtain utility clearance by reviewing as-built plans (if available) and calling Underground Service Alert, and obtain all necessary drilling permits.

Subsurface Investigation and Laboratory Testing – Subsurface investigation to include methods appropriate for the site, options include hollow stem auger or mud rotary drilling, rock coring, cone

penetrometer testing (CPT), infiltration or percolation testing, geophysical surveys, and geologic mapping. Borings to be planned at a sufficient spacing and to a sufficient depth necessary to provide grading and foundation recommendations.

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, permeability, consolidation, expansion potential, Resistance (R) Value, and corrosivity. In addition, BSK can provide preliminary mix design for full depth reclamation with cement or lime, using modified Caltrans procedures. Laboratory testing to be performed in accordance with applicable ASTM, AASHTO or Caltrans Standards in our certified labs.

Analysis and Report Preparation – Evaluate the field and laboratory data and perform engineering analyses to develop conclusions and recommendations, as well as summarize the results of field exploration, laboratory data and engineering analysis in a report. BSK is familiar with the latest Caltrans and AASHTO guidelines for geotechnical and foundation reports and will prepare submittals according to City, State and Federal guidelines. Reports will be prepared under the oversight and review of a licensed Geotechnical Engineer in the State of California, containing, but not limited to:

Project Description – including a vicinity map and a site plan showing approximate boring locations; field investigation, logs of borings, and laboratory tests; surface and subsurface site conditions encountered during the field investigation, including groundwater depths; site geologic setting, fault distances, and associate geology related hazards, including an analysis of liquefaction potential (if necessary); and presentation of 2019 CBC seismic design parameters.

Conclusions and Recommendations – related to the geotechnical aspects of: seismic design and earthquake analysis; geologic hazard evaluation; shallow and/or deep foundation design and construction, slab-on-grade recommendations; anticipated total and differential settlements; retaining wall recommendations including seismic increment; pavement design based on R-Values; pavement rehabilitation recommendations; groundwater movement and soil percolation rates; permanent and temporary slope stability; site preparation, earthwork and fill recommendations; construction considerations and limitations and a brief discussion of the corrosion potential of near-surface soils encountered.

In order to fast-track projects, BSK's geotechnical team schedules our drilling and other subcontractor and begins the drilling permit process as soon as we are given authorization to proceed. In addition, we can provide a preliminary technical design memorandum shortly after field exploration is completed so that the design team can move forward with certain aspects of the project without waiting for finalized laboratory testing and a formal report.

Construction Support Services – BSK will also assist with necessary construction observations. We have a team of experienced engineers and staff who can perform pile observations for various foundation types (cast-in-drilled-hole, CIDH; cast-in-steel-shell, CISS; driven H- or precast piles; spread footings. Soil cuttings will be logged and compared to the Log of Test Borings, with evaluation of existing in-situ material comparison and insight.

BSK'S MATERIALS LABORATORY

Our fully-equipped and multi-certified in-house soils testing laboratories enable our geotechnical engineers to direct, observe, and participate in the testing programs. This greatly improves the reliability of the laboratory test data. Our laboratory capabilities include:

- Full range of strength tests (i.e., Direct Shear)
- Bearing ratio and R-value tests
- Permeability testing
- Maximum dry density
- Expansion Index
- Consolidation and Collapse potential
- FDR Mix design
- Plasticity index
- Sand equivalent
- Sieve analysis and Hydrometer
- Hveem stability
- Asphalt content
- Hardness and abrasion
- Corrosion (Caltrans Standard)

FIRM EXPERIENCE – CONSTRUCTION MATERIALS TESTING

TECHNICIAN ASSIGNMENT

Generally, we assign the same technician to the same project for consistency. If we receive at least a 24-hour notice from the Client's authorized representative, we can increase the chances of us providing the same technician. However, we have other technicians who are certified and experienced to provide backup, on a temporary basis, to our primary technician, until he returns to the project.

Our Project Manager, Michael Collins, will oversee the project and will be the Client's primary contact for this contract, and along with the assistance of On Man Lau, oversee the technical aspects of the project. Michael will also monitor the budget and communicate with the Client the status of our monthly charges with respect to the projects' budgets.

We also have a Dispatcher, Mark Leyva, whom the Client can contact to schedule the service of our technicians. Our Dispatcher is dedicated to receiving scheduling calls and assigning the appropriate technician to the job.

RESPONSE TIME

We realize the importance of timely service -- from a quick response to requests for cost estimates for Task Orders -- through prompt and accurate dispatch, reporting of test results, and addressing any non-conformance items.

Many agencies choose to issue service requests for task orders on a day-to-day basis. When this is the case, our Project Manager, Michael Collins, will work with our Dispatcher to coordinate testing services. We typically request a 24-hour lead time for scheduling requests but are often able to support "emergency" requests with as little as a 4-hour notice. Our dispatcher, Mark Leyva, is well-versed in the qualifications of the technicians we need to provide for specific types of inspections and tests.

Our Engineering Manager, On Man Lau, and our Project Manager, Michael Collins, will review the field and laboratory test reports on this contract. Our standard process for report distribution is through email, though we are happy to accommodate a project-specific document control system at the Client's request. **Our Field Technicians can digitally sign their Field Reports using BSK's automated report processing and distribution system, MetaField®, and can email a preliminary report to the project team on the date of service.**

It has been our experience with public works projects that the volume and pace of work rise and fall over the course of the year. Although, the potential for emergency work is present throughout the year, projects that have longer durations, have been in planning for a significant time or may be sensitive to poor weather, tend to begin earlier in the year and extend into or through the summer months. Late summer and fall months lend themselves to the "paving season" and often result in an increase in service needs. The service needs required for the materials testing and inspection services for the Client will be truly dependent on the types of projects, pace of work, and quantity of concurrent task orders issued. Our experience with similar public agency on-call contracts is that service needs may require anywhere from 1 to 3 staff members at any given time. We are prepared to support this workload with additional staff as required.

EQUIPMENT

The level of professionalism we value at BSK is such that we replace and discard poorly operating equipment. We calibrate our nuclear gauges, concrete testing equipment, and our laboratory testing equipment at the minimum frequencies that the respective test methods require.

Our Field Technicians use nuclear density gauges to perform soil and aggregate base and asphalt compaction tests. They use slump or "Kelly Ball" for testing the workability of concrete, pressure meters for normal and heavy weight concrete air content, thermometers for determining concrete temperature, and unit weight bucket for determining unit weight and yield values of concrete.

Our Field Technicians use temperature probes and infrared guns to determine asphalt temperature and quartering devices for splitting asphalt samples to smaller sizes.

QUALITY ASSURANCE/QUALITY CONTROL REVIEW AND REPORT FORMS

We perform our operations, management, inspections, materials testing and inspection, and reporting in accordance with our Quality Control Manual and in accordance with our Caltrans Quality Control Manual where Caltrans Test Methods are employed. As part of our AASHTO accreditation process, AASHTO reviews and evaluates these documents and procedures (referencing ASTM E-329). Caltrans references our Caltrans Quality Control Manual for Caltrans Certification process.

As a requirement of our accreditation process, we evaluate our field and laboratory staff and provide them with documented in-house training. Our technical supervisors evaluate, and responsible engineers evaluate our technical proficiency to ensure our staff perform in accordance with applicable standards. We audit our Subconsultants for conformance with BSK's internal quality control program, and Subconsultant deliverables undergo the same review process as BSK's direct products.

Our internal quality program requires a dual review of all client deliverables. For the Client contract, Michael Collins and On Man Lau, PE, GE, will review daily field reports and laboratory testing reports and track any non-conformance items while addressing resolutions throughout the construction process. We will immediately communicate Non-conforming test results to the designated Client contact. We will email laboratory test results following review of the test results by Michael Collins. Upon completion of each project, we will provide the Client with final reports for timely project closeout.

It has been our experience in support of the public sector that timely turnaround of test results is critical to a project's success and the communication between our team, our client, and the contractor. This is one of the primary focuses of our team, specifically our project manager, dispatcher, and laboratory

manager. As such, we work to develop relationships and promote open and frequent communication with the Client's representative, while our laboratory works to ensure timely delivery of test results in accordance with industry standards and the Caltrans Construction Manual.

SAFETY

A distinguishing element of our team is our attention to the safe operation of our staff, our client's personnel, and respective work environments, as well as keeping a watchful eye for fellow contractors on site. Safety is a topic incorporated into our daily operation and integrated into our overall business philosophy. BSK employees participate in ongoing safety training and awareness programs, ranging from simple tailgate pre-task meetings to practical classroom training, monthly branch safety meetings, and on-line refresher courses. BSK also employs a dedicated Corporate Safety Manager, Mark Pomaville, who is responsible for the development, implementation, and oversight of BSK's health and safety program.

COST CONTROL AND BUDGETING METHODOLOGY

We use Deltek® as our financial management and accounting system. We typically process invoices monthly, from start to end of month, from the time and units our staff inputs into Deltek and submit invoices shortly after the end of the month. However, we can accommodate the invoice submittal date to meet your needs. We will separate retests and reinspection on our invoices, so you can charge the contractor accordingly. Michael Collins, project manager, will analyze invoice amount, monthly, and compare it to the cost estimate and communicate with the Client's project manager where our costs are with respect to our budget on a spreadsheet. Our field technicians or project manager will notify the Client's authorized field representative of concerns we notice in the field to help control costs on the project.

CONSTRUCTION COMMUNICATION AND ADVANCED NOTICING

We look at each project as a team effort. It is the goal of each party working on a project to provide the finished product that the owner has entrusted us all to provide. Even though we are the third-party testing firm checking the quality of the material the contractor is placing on the contract, and there are standards that we cannot compromise, we desire to work with the contractor in a professional manner, within the bounds of ethics, to help the contractor succeed. One of the ways we can do this is communicating promptly with Client representatives or directly with the contractor (if the Client approves) of material test results that do not meet specification requirements. We do not direct contractors' means and methods or their work quality, but we can provide suggestions, based on our experience with similar situations.

METHODS AND LABORATORY INFORMATION

With four (4) AASHTO accredited and four (4) Caltrans certified laboratories in California. Our field and laboratory technicians are Caltrans certified to sample and test the material for all City projects. We primarily plan to use our Fresno laboratory on this project, but we do have laboratories in Bakersfield, Livermore and Rancho Cordova we can use when necessary.

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.)

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 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 certification 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, insure 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 time-frame of the completion of the tests to avoid delay of the field construction operation.

EXHIBIT B

Cost Proposal

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

Note: Mark-ups are Not Allowed
 Consultant or Subconsultant

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

Project: _____ Contract: _____ Participation Amount: _____ Date: 6/8/21

For Combined Rate	Fringe Benefit 40.44%	+	General Administration % 145.21%	=	Combined Indirect Cost Rate (ICR) % 185.65%
	OR				
For Home Office Rate	Fringe Benefit 40.44%	+	General Administration % 145.21%	=	Combined Indirect Cost Rate (ICR) % 185.65%
For Field Office Rate	Fringe Benefit 40.44%	+	General Administration % 145.21%	=	Combined Indirect Cost Rate (ICR) % 185.65%
FEE % =					10.0%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only	
	Straight ³	OT(1.5x)	OT(2x)	From	To				
Principal Exempt	\$217.15	N/A	N/A	7/1/21	6/30/22	\$69.11	0.00%	\$ 62.50	\$ 75.72
	\$224.75	N/A	N/A	7/1/22	6/30/23	\$71.53	3.50%	\$ 64.69	\$ 78.37
	\$232.62	N/A	N/A	7/1/23	6/30/24	\$74.03	3.50%	\$ 66.95	\$ 81.11
	\$240.76	N/A	N/A	7/1/24	6/30/25	\$76.62	3.50%	\$ 69.29	\$ 83.95
	\$249.19	N/A	N/A	7/1/25	7/31/26	\$79.31	3.50%	\$ 71.72	\$ 86.89
Senior Professional Exempt	\$187.87	N/A	N/A	7/1/21	6/30/22	\$59.79	0.00%	\$ 47.46	\$ 72.12
	\$194.44	N/A	N/A	7/1/22	6/30/23	\$61.88	3.50%	\$ 49.12	\$ 74.64
	\$201.25	N/A	N/A	7/1/23	6/30/24	\$64.05	3.50%	\$ 50.84	\$ 77.26
	\$208.29	N/A	N/A	7/1/24	6/30/25	\$66.29	3.50%	\$ 52.62	\$ 79.96
	\$215.58	N/A	N/A	7/1/25	7/31/26	\$68.61	3.50%	\$ 54.46	\$ 82.76
Project Professional II Exempt	\$173.73	N/A	N/A	7/1/21	6/30/22	\$55.29	0.00%	\$ 51.44	\$ 59.14
	\$179.81	N/A	N/A	7/1/22	6/30/23	\$57.23	3.50%	\$ 53.24	\$ 61.21
	\$186.10	N/A	N/A	7/1/23	6/30/24	\$59.23	3.50%	\$ 55.10	\$ 63.35
	\$192.62	N/A	N/A	7/1/24	6/30/25	\$61.30	3.50%	\$ 57.03	\$ 65.57
	\$199.36	N/A	N/A	7/1/25	7/31/26	\$63.45	3.50%	\$ 59.03	\$ 67.86
Project Professional I Non-Exempt	\$128.83	\$151.38	\$173.93	7/1/21	6/30/22	\$41.00	0.00%	\$ 37.00	\$ 45.00
	\$133.34	\$156.68	\$180.02	7/1/22	6/30/23	\$42.44	3.50%	\$ 38.30	\$ 46.58
	\$138.00	\$162.16	\$186.32	7/1/23	6/30/24	\$43.92	3.50%	\$ 39.64	\$ 48.21
	\$142.83	\$167.84	\$192.84	7/1/24	6/30/25	\$45.46	3.50%	\$ 41.02	\$ 49.89
	\$147.83	\$173.71	\$199.59	7/1/25	7/31/26	\$47.05	3.50%	\$ 42.46	\$ 51.64
Staff Professional II Non-Exempt	\$94.26	\$110.76	\$127.26	7/1/21	6/30/22	\$30.00	0.00%	\$ 27.00	\$ 33.00
	\$97.56	\$114.64	\$131.72	7/1/22	6/30/23	\$31.05	3.50%	\$ 27.95	\$ 34.16
	\$100.98	\$118.65	\$136.33	7/1/23	6/30/24	\$32.14	3.50%	\$ 28.92	\$ 35.35
	\$104.51	\$122.81	\$141.10	7/1/24	6/30/25	\$33.26	3.50%	\$ 29.94	\$ 36.59
	\$108.17	\$127.10	\$146.04	7/1/25	7/31/26	\$34.43	3.50%	\$ 30.98	\$ 37.87
Staff Professional I Non-Exempt	\$75.95	\$89.24	\$102.53	7/1/21	6/30/22	\$24.17	0.00%	\$ 20.00	\$ 28.34
	\$78.60	\$92.36	\$106.12	7/1/22	6/30/23	\$25.02	3.50%	\$ 20.70	\$ 29.33
	\$81.36	\$95.60	\$109.84	7/1/23	6/30/24	\$25.89	3.50%	\$ 21.42	\$ 30.36
	\$84.20	\$98.94	\$113.68	7/1/24	6/30/25	\$26.80	3.50%	\$ 22.17	\$ 31.42
	\$87.15	\$102.40	\$117.66	7/1/25	7/31/26	\$27.74	3.50%	\$ 22.95	\$ 32.52
Administrative Assistant Non-Exempt	\$72.79	\$85.53	\$98.27	7/1/21	6/30/22	\$23.17	0.00%	\$ 17.00	\$ 29.33
	\$75.34	\$88.52	\$101.71	7/1/22	6/30/23	\$23.98	3.50%	\$ 17.60	\$ 30.36
	\$77.97	\$91.62	\$105.27	7/1/23	6/30/24	\$24.81	3.50%	\$ 18.21	\$ 31.42
	\$80.70	\$94.83	\$108.95	7/1/24	6/30/25	\$25.68	3.50%	\$ 18.85	\$ 32.52
	\$83.53	\$98.15	\$112.77	7/1/25	7/31/26	\$26.58	3.50%	\$ 19.51	\$ 33.66
Laboratory Technician Non-Exempt	\$68.33	\$80.29	\$92.25	7/1/21	6/30/22	\$21.75	0.00%	\$ 15.00	\$ 28.49
	\$70.72	\$83.10	\$95.47	7/1/22	6/30/23	\$22.51	3.50%	\$ 15.53	\$ 29.49
	\$73.19	\$86.00	\$98.82	7/1/23	6/30/24	\$23.29	3.50%	\$ 16.07	\$ 30.52
	\$75.75	\$89.01	\$102.27	7/1/24	6/30/25	\$24.11	3.50%	\$ 16.63	\$ 31.59
	\$78.41	\$92.13	\$105.85	7/1/25	7/31/26	\$24.95	3.50%	\$ 17.21	\$ 32.69
Sample Courier Non-Exempt	\$70.70	\$83.07	\$95.45	7/1/21	6/30/22	\$22.50	0.00%	\$ 15.00	\$ 30.00
	\$73.17	\$85.98	\$98.79	7/1/22	6/30/23	\$23.29	3.50%	\$ 15.53	\$ 31.05
	\$75.73	\$88.99	\$102.25	7/1/23	6/30/24	\$24.10	3.50%	\$ 16.07	\$ 32.14
	\$78.38	\$92.10	\$105.83	7/1/24	6/30/25	\$24.95	3.50%	\$ 16.63	\$ 33.26
	\$81.13	\$95.33	\$109.53	7/1/25	7/31/26	\$25.82	3.50%	\$ 17.21	\$ 34.43

NOTES:

1. 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.

2. The cost proposal format shall not be amended.

3. 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.

4. 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
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

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

Project: _____

Contract: _____

Participation Amount _____

Date 6/8/21

For Combined Rate	Fringe Benefit 40.44%	+	General Administration % 145.21%	=	Combined Indirect Cost Rate (ICR) % 185.65%
	OR				
For Home Office Rate	Fringe Benefit 40.44%	+	General Administration % 145.21%	=	Combined Indirect Cost Rate (ICR) % 185.65%
For Field Office Rate	Fringe Benefit 40.44%	+	General Administration % 145.21%	=	Combined Indirect Cost Rate (ICR) % 185.65%
FEE % =					10.0%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Group 1 Special Inspector**	\$163.55	\$192.18	\$220.80	7/1/21	6/30/22	\$52.05	0.00%	\$52.05
Standard Shift	\$169.27	\$198.90	\$228.53	7/1/22	6/30/23	\$53.87	3.50%	\$53.87
Non-Exempt	\$175.20	\$205.86	\$236.53	7/1/23	6/30/24	\$55.76	3.50%	\$55.76
	\$181.33	\$213.07	\$244.81	7/1/24	6/30/25	\$57.71	3.50%	\$57.71
	\$187.68	\$220.53	\$253.38	7/1/25	7/31/26	\$59.73	3.50%	\$59.73
Group 1 Special Inspector**	\$184.00	\$216.21	\$248.42	7/1/21	6/30/22	\$58.56	0.00%	\$58.56
Second Shift	\$190.44	\$223.78	\$257.12	7/1/22	6/30/23	\$60.61	3.50%	\$60.61
Non-Exempt	\$197.11	\$231.61	\$266.11	7/1/23	6/30/24	\$62.73	3.50%	\$62.73
	\$204.01	\$239.72	\$275.43	7/1/24	6/30/25	\$64.93	3.50%	\$64.93
	\$211.15	\$248.11	\$285.07	7/1/25	7/31/26	\$67.20	3.50%	\$67.20
Group 2 Special Inspector**	\$157.26	\$184.79	\$212.32	7/1/21	6/30/22	\$50.05	0.00%	\$50.05
Standard Shift	\$162.77	\$191.26	\$219.75	7/1/22	6/30/23	\$51.80	3.50%	\$51.80
Non-Exempt	\$168.47	\$197.95	\$227.44	7/1/23	6/30/24	\$53.61	3.50%	\$53.61
	\$174.36	\$204.88	\$235.40	7/1/24	6/30/25	\$55.49	3.50%	\$55.49
	\$180.46	\$212.05	\$243.64	7/1/25	7/31/26	\$57.43	3.50%	\$57.43
Group 2 Special Inspector**	\$176.93	\$207.90	\$238.88	7/1/21	6/30/22	\$56.31	0.00%	\$56.31
Second Shift	\$183.13	\$215.18	\$247.24	7/1/22	6/30/23	\$58.28	3.50%	\$58.28
Non-Exempt	\$189.54	\$222.71	\$255.89	7/1/23	6/30/24	\$60.32	3.50%	\$60.32
	\$196.17	\$230.51	\$264.85	7/1/24	6/30/25	\$62.43	3.50%	\$62.43
	\$203.04	\$238.58	\$274.12	7/1/25	7/31/26	\$64.62	3.50%	\$64.62
Group 3 Engineering Technician**	\$134.61	\$158.17	\$181.73	7/1/21	6/30/22	\$42.84	0.00%	\$42.84
Standard Shift	\$139.32	\$163.71	\$188.09	7/1/22	6/30/23	\$44.34	3.50%	\$44.34
Non-Exempt	\$144.20	\$169.44	\$194.68	7/1/23	6/30/24	\$45.89	3.50%	\$45.89
	\$149.24	\$175.37	\$201.49	7/1/24	6/30/25	\$47.50	3.50%	\$47.50
	\$154.47	\$181.51	\$208.54	7/1/25	7/31/26	\$49.16	3.50%	\$49.16
Group 3 Engineering Technician**	\$151.45	\$177.96	\$204.47	7/1/21	6/30/22	\$48.20	0.00%	\$48.20
Second Shift	\$156.75	\$184.19	\$211.63	7/1/22	6/30/23	\$49.89	3.50%	\$49.89
Non-Exempt	\$162.24	\$190.64	\$219.04	7/1/23	6/30/24	\$51.63	3.50%	\$51.63
	\$167.92	\$197.31	\$226.70	7/1/24	6/30/25	\$53.44	3.50%	\$53.44
	\$173.79	\$204.22	\$234.64	7/1/25	7/31/26	\$55.31	3.50%	\$55.31
Group 4 Engineering Technician **	\$115.85	\$136.13	\$156.41	7/1/21	6/30/22	\$36.87	0.00%	\$36.87
Standard Shift	\$119.91	\$140.89	\$161.88	7/1/22	6/30/23	\$38.16	3.50%	\$38.16
Non-Exempt	\$124.10	\$145.83	\$167.55	7/1/23	6/30/24	\$39.50	3.50%	\$39.50
	\$128.45	\$150.93	\$173.41	7/1/24	6/30/25	\$40.88	3.50%	\$40.88
	\$132.94	\$156.21	\$179.48	7/1/25	7/31/26	\$42.31	3.50%	\$42.31
Group 4 Engineering Technician **	\$130.34	\$153.15	\$175.96	7/1/21	6/30/22	\$41.48	0.00%	\$41.48
Second Shift	\$134.90	\$158.51	\$182.12	7/1/22	6/30/23	\$42.93	3.50%	\$42.93
Non-Exempt	\$139.62	\$164.06	\$188.50	7/1/23	6/30/24	\$44.43	3.50%	\$44.43
	\$144.51	\$169.80	\$195.09	7/1/24	6/30/25	\$45.99	3.50%	\$45.99
	\$149.56	\$175.74	\$201.92	7/1/25	7/31/26	\$47.60	3.50%	\$47.60

NOTES:

1. 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.

2. The cost proposal format shall not be amended.

3. 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.

4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: BSK Associates

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 185.65% % OR

Home Office Rate N/A % and Field Office Rate (if applicable) N/A %

Facilities Capital Cost of Money N/A % (if applicable)

Fiscal period * 01/01/2020-12/31/2020

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

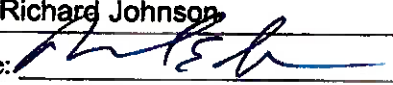
- Total participation amount \$ 8,158,596 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 6.
- Years of consultant's experience with 48 CFR Part 31 is 55.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit	☐ Local Gov't ICR Audit	☐ Caltrans ICR Audit
☐ CPA ICR Audit	☐ Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(h)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Richard Johnson

Title**: President

Signature: 

Date of Certification (mm/dd/yyyy): 06/02/2021

Email**: rjohnson@bskassociates.com

Phone Number**: (916) 853-9293 ext.105

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

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution:

- 1) Original - Local Agency Project File
- 2) Copy - Consultant
- 3) Copy - Caltrans Audits and Investigations

BSK Associates
Statement of Direct Labor, Fringe Benefits and General Overhead
For the year ended December 31, 2020

Indirect Cost Rate Schedule

Account Description	General Ledger Account Balance	Direct Costs	Disallowed Costs	Adjusted Gen Ledger Balance	% of Direct Labor
DIRECT LABOR	<u>7,160,426</u>	<u>0</u>	<u>67,897 (j)</u>	<u>7,228,323</u>	<u>100.00%</u>
INDIRECT COSTS					
FRINGE BENEFITS					
Benefits: Bonuses	0			0	0.00%
Benefits: 401K	4,933			4,933	0.07%
Insurance: Medical/Dental/Life	1,296,894		0 (a)	1,296,894	17.94%
Insurance: Workers Comp	186,898			186,898	2.59%
Payroll Taxes: Direct Employee taxes	496,567			496,567	6.87%
Payroll Taxes: FICA and Med	433,925			433,925	6.00%
Payroll Taxes: FUTA and SUTA	38,959			38,959	0.54%
Retirement - ESOP	465,000			465,000	6.43%
TOTAL FRINGE BENEFITS	<u>2,923,175</u>	<u>0</u>	<u>0</u>	<u>2,923,175</u>	<u>40.44%</u>
GENERAL OVERHEAD					
Indirect Labor	5,296,932		(67,897) (j)	5,229,035	72.34%
Direct: Lodging, Meals, and Travel	0	0 (b)		0	0.00%
Direct: EE Mileage Reimbursements	0	0 (b)		0	0.00%
Direct: Supplies	941	(941) (b)		0	0.00%
Direct: Outside Services	0	0 (b)		0	0.00%
Direct: Lab	2,168,310	(2,168,310) (b)		0	0.00%
Advertising	7,500		(7,500) (c)	0	0.00%
Amortization Exp	17,795		(17,795) (k)	0	0.00%
Automobile Expenses	314,109	(19,481) (n)		294,628	4.08%
Bank fees, Credit Processing Charges	201,885			201,885	2.79%
Contributions	661		(661) (d)	0	0.00%
Depreciation Exp	477,162	(65,969) (n)		411,193	5.69%
Dues and Subscriptions	52,272	(1,721) (n)	(5,655) (l)	44,896	0.62%
Education & Seminars	41,116	(4,887) (n)		36,229	0.50%
Insurance: Professional Liab	374,896			374,896	5.19%
Insurance: Auto, Commercial & General	236,502			236,502	3.27%
Interest Exp	41,702		(41,702) (e)	0	0.00%
License and Permits	244,042	(59,927) (n)		184,115	2.55%
Maintenance and Repairs	568,030	(52,061) (n)		515,970	7.14%
Marketing	11,635		(11,635) (f)	0	0.00%
Meals & Entertainment	22,323		(22,323) (g)	0	0.00%
Misc Finance Charges, Fines, Penalties	471		(471) (h)	0	0.00%
New Hire Costs	6,175	(837) (n)		5,338	0.07%
Office Expense: Janitorial	28,784			28,784	0.40%
Office Expense: Other Office Exp	77,605		(77,605) (m)	0	0.00%
Outside Service	69,685			69,685	0.96%
Postage and Shipping	435,382	(1,578) (n)		433,803	6.00%
Property Taxes	42,938			42,938	0.59%
Prof Fees: Accounting	39,935			39,935	0.55%
Prof Fees: Legal	17,383			17,383	0.24%
Prof Fees: ESOP services	40,205			40,205	0.56%
Rent and Lease Equipment	1,281,329	(91,473) (n)		1,189,856	16.46%
Safety Supplies	47,126	(2,497) (n)		44,629	0.62%
State, Local and Use Taxes	2,501			2,501	0.03%
Supplies	518,201	(68,907) (n)		449,295	6.22%
Telephone/Communications	223,171	(9,253) (n)		213,917	2.96%
Trade Shows	(200)		200 (i)	0	0.00%
Utilities	390,304	(1,859) (n)		388,645	5.38%
TOTAL GENERAL OVERHEAD	<u>13,298,808</u>	<u>(2,549,501)</u>	<u>(253,044)</u>	<u>10,496,262</u>	<u>145.21%</u>
TOTAL INDIRECT COSTS & OVERHEAD RATE	<u>16,221,983</u>	<u>(2,549,501)</u>	<u>(253,044)</u>	<u>13,419,438</u>	<u>185.65%</u>
	0.00				

FAR Notes:

- (a) Officers' life insurance is disallowed.
- (b) Excluded direct project costs (both billable & non-billable costs) from indirect cost pool.
- (c) Costs for general marketing materials are disallowed.
- (d) Contributions and gifts are disallowed.
- (e) Interest is disallowed.
- (f) Mix of advertising, social activities and membership in civic/community organizations
- (g) Costs for entertainment and alcoholic beverages are disallowed.
- (h) Disallowed late fees
- (i) Disallowed costs for trade shows
- (j) Uncompensated overtime for salaried employees considered to be direct labor and removed from indirect labor costs
- (k) Excluded Amortization of Goodwill
- (l) Excluded ACEC Lobbying costs
- (m) Excluded Company Events
- (n) Excluded costs associated with Material Labs



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Policy and Procedure Statement

BSK Associates Prevailing Wage Policy

Purpose:

To document the accounting method to be used by BSK Associates for the payment of prevailing wage rates in accordance with the DIR.

Policy Statement Covers:

Types of Work

BSK Associates works under the craft: Building/Construction Inspector and Field Soils and Material Tester. We have employees qualified to work in all classification groups 1 through 4.

Payment to Employees

Prevailing wage base rate is paid directly to employees in their paychecks. Employer paid pension is paid to Charles Schwab and the training paid to the California Apprenticeship Council. All other Employer fringe is handled by NeuBridg Supplemental Unemployment Benefit Plan and paid to Midwest Group Benefits.

Accounting Method Used for Prevailing Wage Delta Base Costs

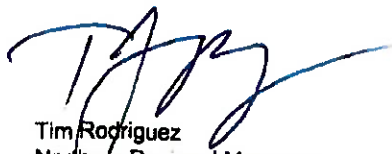
The prevailing wage delta base cost used is Direct Labor Costs.

Accounting Method Used for Prevailing Wage Delta Fringe Cost

The prevailing wage delta fringe cost used is Indirect Labor Costs.

Effect on Firms Most Recently Completed Indirect Cost Rate

The above accounting policy has no effect on our most recently completed Indirect Cost rate as it is a continuation of our existing accounting methods.



Tim Rodriguez
Northern Regional Manager



2021 Schedule of Fees

Engineering Personnel Rates and
Field and Laboratory Tests

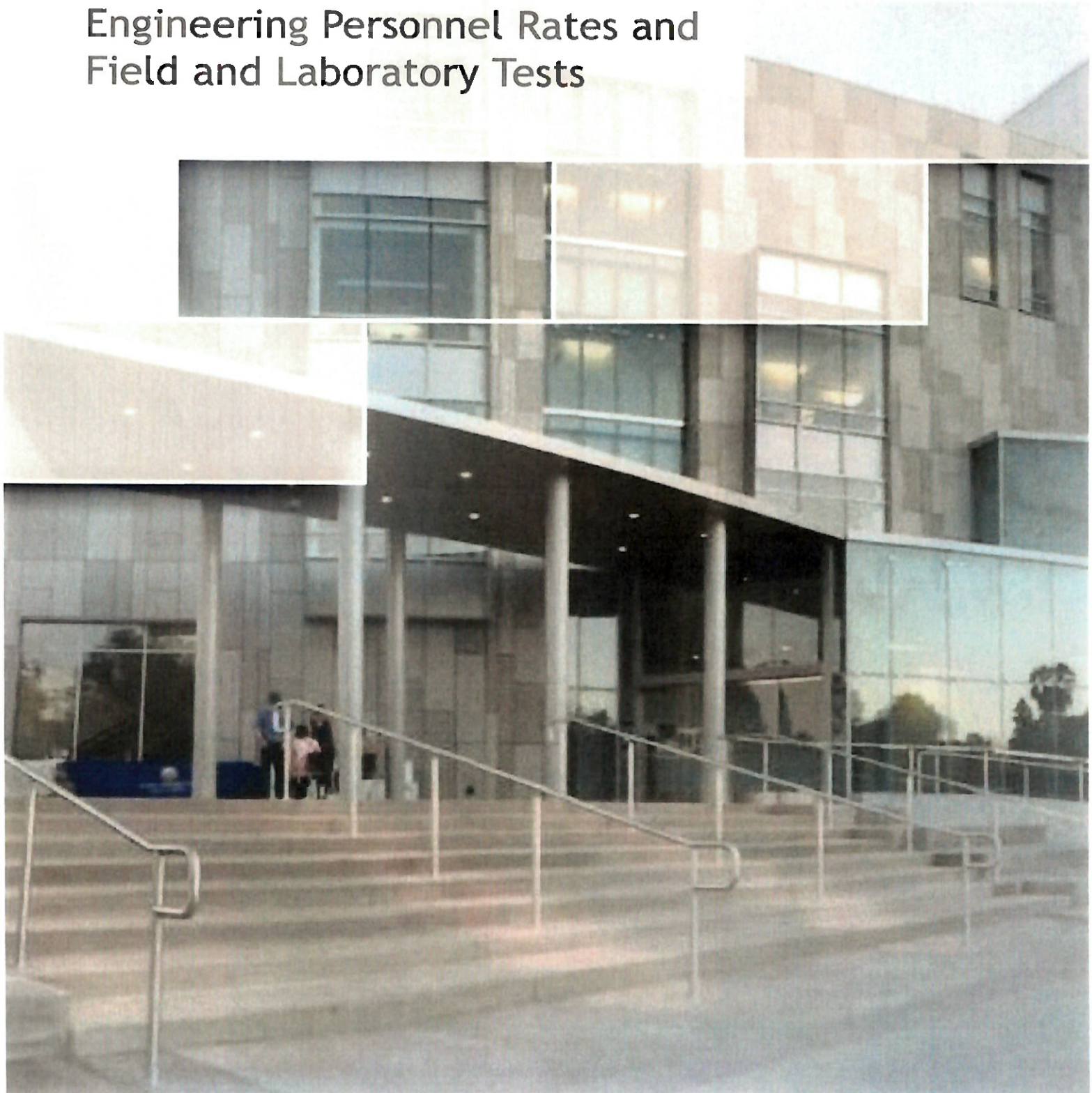


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BSK Associates

PERSONNEL RATES – 2021 = CITY OF MERCED

PROFESSIONAL STAFF

Principal	(per hour) \$248
Senior Professional	(per hour) 221
Project Professional II	(per hour) 204
Project Professional I	(per hour) 171
Staff Professional II	(per hour) 154
Staff Professional I	(per hour) 138
Seismic GIS	(per hour) 193
GIS Specialist	(per hour) 138
Information Specialist II	(per hour) 154
Information Specialist I	(per hour) 138
CAD.....	(per hour) 100
Project Administrator	(per hour) 95
Administrative Assistant/Clerical.....	(per hour) 86

TECHNICIAN (Prevailing Wage)

Group 1 Special Inspector	(per hour) \$149
Group 2 Special Inspector	(per hour) 142
Group 3 Engineering Technician	(per hour) 129
Group 4 Field Technician	(per hour) 112

MISCELLANEOUS

Per Diem.....	(per day) Actual Cost or by Quote
Litigation support.....	billed at 1.5 x standard rate
Sworn deposition and arbitration/trial testimony.....	billed at 2 x standard rate (4 hr minimum)
Vehicle Mileage	
2-Wheel drive.....	(per mile) IRS Rate
4-Wheel drive.....	(per mile) IRS Rate
Outside services	at fee + 10%

BASIS OF CHARGES FOR CONSTRUCTION OBSERVATION AND TESTING SERVICES

The prices listed herein are typical of engineering, observation and testing services most frequently provided by BSK. Prices for other services and special quotations will be given upon request. Fees are subject to change without notice.

Unit prices shown for the laboratory work includes reporting of laboratory test results and observations not requiring recommendations or conclusions. Unless otherwise indicated field charges do not include office preparation of test summary and report.

A Premium Rate Charge of 1.25 times will apply for laboratory tests requested to be performed after 5:00 pm and before 8:00 am on weekdays, and all times on weekends or holidays.

Outside consultants, subcontracted services, special equipment, machining, freight, and other charges, are invoiced at cost plus 10% service charge.

The charge schedule listed below is the basis for invoicing of job site field activities for other than Professional personnel.

Field work from 0 to 8 hours.....	2 Hour minimum
Field work over 8 hours/Saturdays	Bill time and a half
Sundays, holidays and over 12 hours	Bill double time
Swing shift (4:00 P.M. to midnight)	Add \$15.00 per hour
Graveyard shift.....	Add \$20.00 per hour
Show-up time (no work performed).....	Bill 2 hours
Sampling or cylinder pick-up, minimum charge	Bill 2 hours
Mileage Portal to Portal.....	IRS Rate per mile

Times are invoiced portal to portal from the nearest BSK office/laboratory.

Project administration fees will be charged monthly on each invoice at a rate of 7% administration fees. Project administration includes scheduling, coordination of technicians, inspectors, and equipment, report preparation and distribution. Project administration does not include engineering review time for reports.

DIR/PW administration costs will be charged at the following monthly flat rates:

Certified Payroll/DIR Upload.....	\$300
Non-Performance Certified Payroll/DIR Upload....	\$100
Subcontractor Management/Compliance Forms	\$100
Additional LCP Tracker or Other Compliance Software	\$200
Additional Special Forms.....	\$150

BSK Associates

FIELD AND LABORATORY TESTS – 2021 – CITY OF MERCED

SOILS

MOISTURE/DENSITY CURVES

Standard Proctor 4" Mold, AASHTO T- 99 or ASTM D-698 (Unit 484).....	(per test)	256
Modified Proctor 4" Mold, AASHTO T-180 or ASTM D-1557 (Unit 438).....	(per test)	256
Modified Proctor 6" Mold AASHTO T-180 or ASTM D-1557 (Unit 439).....	(per test)	272
Caltrans Maximum Wet Density, CAL-216 (Unit 437).....	(per test)	233
Check Point (Unit 463)	(per test)	148
Corps of Engineers (AASHTO modified)	(per test)	Quote

PARTICLE SIZE ANALYSES

Sieve Analysis, with Minus #200 Wash, ASTM D-422 (Unit 477).....	(per test)	\$185
Minus #200 Sieve Analysis Wash, ASTM D-1140 (Unit 460)	(per test)	90
Hydrometer Analysis, ASTM D-422 (Unit 499).....	(per test)	244
Double Hydrometer Analysis, ASTM D-4221 (Unit 500)	(per test)	340
Specific Gravity, ASTM D-854 (Unit 482)	(per test)	174
Visual Classification, D-2488 (Unit 495).....	(per test)	47
Sand Equivalent, ASTM D-2419 (3 determinations) (Unit 497)	(per test)	137
Percent Organics in Soil, ASTM D-2974 (Unit 403)	(per test)	149

ATTERBERG LIMITS

Plasticity Index, Liquid Limit/Plastic Limit, ASTM D-4318 (Unit 467)	(per test)	\$238
Shrinkage Factors, Shrinkage Limit, ASTM D-427 (Unit 524)	(per test)	222

MOISTURE-DENSITY TEST

Tube Density (Unit 492)	(per test)	\$54
Moisture Content, ASTM D-2216 (Unit 462)	(per test)	47

SWELL TESTS

Expansion Index - U.B.C. Standard No. 18-2 (Unit 551).....	(per test)	\$256
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SHEAR TESTS

Direct Shear, Undisturbed (quick) (3 point test), ASTM D-3080 (Unit 441)	(per test)	\$238
Direct Shear, Remolded (quick) (3 point test), ASTM D-3080 (Unit 440)	(per test)	285
Triaxial Compression Testing and pore pressure measurements, strain-controlled, stress controlled, creep potential determination		Quote

CONSOLIDATION TESTS

ASTM D-2435 (8 point curve) (Unit 430)	(per test)	\$455
Extra Points (Unit 431)	(per test)	61
Collapse Potential, ASTM D-2435 (Unit 452)	(per test)	222
Remolded Consolidation, ASTM D-2435 (Unit 531)	(per test)	386
One-dimensional Swell, ASTM D-4546 (Unit 488)	(per test)	142

UNCONFINED COMPRESSION TEST

ASTM D-2166 (stress/strain) (Unit 505)	per test)	\$137
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"R" VALUE DETERMINATION

Caltrans Method 301, untreated material

with stabilometer tests and moisture-density determination (Unit 475)	(per test)	\$432
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Caltrans Method 301, treated material

samples containing aggregates, cement, lime, or other additives (Unit 552)	(per test)	\$478
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CALIFORNIA BEARING RATIO (CBR)

CBR at 100% of maximum dry density,

ASTM D-1883 inclusive of Maximum Density Curve,

or AASHTO T-180, Method "D", 1 point method (Unit 412)	(per test)	\$557
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CBR at 95% of maximum dry density,

ASTM D-1883 inclusive of Maximum Density Curve,

or AASHTO T-180, Method "D", 3 points method (Unit 413)	(per test)	1,079
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PERMEABILITY TESTS

Rigidwall, ASTM D-2434 (Unit 507)	(per test)	\$307
Flexible Wall, ASTM D-5084 (Unit 447)	(per test)	478
Remold Flexwall Permeability, ASTM D-5084 (Unit 525)	per test)	608
Other forms of Permeability tests	(per test)	Quote

SOIL CORROSIVITY TESTS

Minimum resistivity, CAL-643 (Unit 471)	(per test)	\$153
pH (Unit 435)	(per test)	71
Soluble Sulfate, Chloride and Sulfide (Unit 434)	(per test)	142
Oxidation Reduction of Soil (Unit 513)	(per test)	61

SOIL CEMENT TESTS

Soil Cement Mix Design per PCA soil cement laboratory handbook Chapter 5 - includes Atterberg limits, sieve analysis, moisture-density, compression tests and freeze-thaw, or

wetting-drying tests	(per test)	Quote
Freeze-thaw abrasion, set of 3 (sample preparation not included), D-560 (Unit 448)	(per test)	\$681
Wetting-drying abrasion, set of 3 (sample preparation not included), D-559 (Unit 496)	(per test)	647
Preparation of freeze-thaw or wetting-drying tests, set of 3 at varying cement content (Unit 554)	(per test)	818
Compression tests, laboratory mixed and compacted samples, set of 3 (Unit 479)	(per test)	261
Cement content of soil cement (ASTM C-1084 modified) (Unit 545)	(per test)	261

OTHER

Sample preparation fee (Unit 506)	(per test)	\$71
Crumb test, ASTM D-6572 (Unit 518)	(per test)	85
Pinhole Dispersion test (Unit 529)	(per test)	272
Sand Density Calibration, ASTM D-1566 (Unit 522)	(per test)	102

AGGREGATES

Sieve Analysis, coarse or fine (without wash), ASTM C-136 (Unit 478)	(per test)	\$ 90
Inclusive of fineness modulus	(per test)	97
Wash Analysis, amount of material finer than No. 200 sieve, ASTM C-117 (Unit 408)	(per test)	90
Specific Gravity, absorption coarse, ASTM C-127 (Unit 480)	(per test)	174
Specific Gravity and absorption, ASTM C-128 Fine (Unit 481)	(per test)	174
Organic impurities, ASTM C-40 (Unit 464)	(per test)	90
Percent clay lumps and friable particles, ASTM C-142 (Unit 402)	(per test)	88
Percent flat and elongated particles, ASTM D-4791 (Unit 401)	(per test)	137
Fine Aggregate Angularity, AASHTO 3040 (Unit 584)	(per test)	88
Moisture Content, ASTM D-2216 (Unit 462)	(per test)	47
Weight per cubic foot, ASTM C-29		
Compact (Unit 537)	(per test)	85
Loose (Unit 538)	(per test)	71
Abrasion by Los Angeles Rattler test, ASTM C-131		
Small size coarse aggregate (Unit 501)	(per test)	256
Large size coarse aggregate	(per test)	312
Sulfate Soundness (5 cycles), ASTM C-88 per sieve size (Unit 485)	(per test)	119
Minimum charge per sample	(per test)	380

Relative Mortar strength of sand, ASTM C-87 (Unit 514).....	(per test)	465
Sand Equivalent, Caltrans method 217-I, or ASTM D-2419 (Unit 497).....	(per test)	137
Durability Index, Caltrans method 229-E, per fraction (Unit 498).....	(per test)	272
Potential Reactivity, ASTM C-289 (Unit 469)	(per test)	Quote
Cleanness value, Caltrans method 227-E (Unit 503)	(per test)	196
Hydrometer Analysis, Caltrans method 205-E, or ASTM D-422 (Unit 499)	(per test)	244
Percentage of crushed particles, Caltrans method 205 (Unit 400)	(per test)	180
Lightweight pieces, ASTM C-123 (Unit 502)	(per test)	238

CONCRETE

Cement content of hardened concrete, ASTM C-1084 (Unit 540)	(per test)	\$410
Chemical test, ASTM C-150 (types I through auger).....	per test)	Quote
Time of setting of hydraulic cement, ASTM C-191 (Unit 549)	(per test)	340
Specific gravity of hydraulic cement, ASTM C-991	(per test)	164
Volume change of cement, mortar or concrete (drying shrinkage), ASTM C-157 (Unit 427)	(per test)	\$432
Compressive test, 6" x 12" cylinder, ASTM C-39 (1 cylinder) (Unit 421)	(per test)	37
Compressive test, 6" x 12" cylinder, ASTM C-39 (sets of 4) (Unit 422)	(per set)	148
Compressive test, cored specimens, ASTM C-39/C-42 (Unit 416).....	(per test)	66
Preparation of specimens, diamond sawing (each end) (Unit 504)	(per test)	74
Compressive strength of shotcrete panel (set of 3*) (Unit 418)	(per panel)	347
Proportion of cement in hardened concrete, ASTM C-85	(per test)	380
Flexural test of concrete beam, ASTM C-78 (Unit 426)	(per test)	97
Splitting tensile strength of concrete cylinders, ASTM C-496 (Unit 516)	(per test)	97
"AZ" test-reinforced concrete pipe "Life Factor" (C2CO3 Equivalent)	(per test)	85
9 point core measurements, ASTM C-174 (Unit 517).....	(per test)	37
Compressive test, gunite (Unit 417)	(per test)	66
Concrete Trial Batch (Unit 428)	(per test)	Quote
Unit weight and absorption of hardened concrete, ASTM D-642 (Unit 494).....	(per test)	137
Accelerated curing of concrete, ASTM C-684 (set of 2) (Unit 515).....	(per test)	272
Cylinder molds	Included in Compressive Test	
Storage of concrete cylinders for more than 45 days.....	(each)	63
RH Probe (Unit 336)	(each)	63
Calcium Chloride Kit	(each)	42

***Does not include coring**

CHEMICAL REACTIVITY TESTS

Mixing water: pH, electrical conductance, chloride, sulfate	(per test) \$ 108
Contact soil: pH, electrical conductance, chloride, sulfate	(per test) 130

REINFORCING STEEL

REINFORCING BAR TESTS

Tensile test, #3 through #8 bars (Unit 489)	(per test) \$161
Tensile test, #9 through #11 bars (Unit 490)	(per test) 161
Bend test (Unit 444)	(per test) 66

WIRE FABRIC TESTS - ASTM A-185

Tension test	(per test) Quote
Bend test	(per test) Quote
Weld shear test (average of 4)	(per test) Quote

PRESTRESSING CABLES

Tensile and elongation, ASTM A-416 or ASTM A-421	(per test) \$295
Cable preparation	(per test) Quote
Tendons	(per test) Quote
Slip and Tensile Rebar Couplers (CT 670) (Unit 436)	(per test) 233

WELDING AND STRUCTURAL STEEL

WELDER / PROCEDURE WELDER QUALIFICATION TESTING

Structural welding (machining included, per position - witnessing not included)	
Groove weld, 3/8" plate	(per test) Quote

WELDED SPECIMEN TESTS

Face Bend (preparation not included) (Unit 444)	(per test) \$66
Root Bend (preparation not included) (Unit 474)	(per test) 66
Side Bend (preparation not included) (Unit 476)	(per test) 66

STRUCTURAL STEEL TESTS

Tensile test (machining not included) (Unit 491)	(per test) \$90
Bend test (machining not included) (Unit 543)	(per test) 78
Machining charges (Unit 542)	per coupon) Quote

HARDNESS TESTS

Brinell Hardness, ASTM E-10 (Unit 411)	(per test) 108
Rockwell Hardness, ASTM E-18 (Unit 473)	(per test) 108

HIGH STRENGTH BOLT TESTS

Bolt Ultimate Load (Unit 566)	(per test)	\$153
Bolt Hardness (set of 3) (Unit 567)	(per test)	108
Nut Hardness (set of 3) (Unit 569)	(per test)	108
Washer Hardness (set of 3) (Unit 570)	(per test)	108
Proof Loading, bolt or nut (Unit 568)	(per test)	153

MASONRY**CONCRETE MASONRY UNITS TESTING - ASTM C-90**

Compression test pavers (Unit 425)	(per test)	\$ 84
Compressive test composite CMU prism (Unit 420)	(per test)	180
Specific gravity and unit weight	(per test)	125
Moisture Content	(per test)	58
Compression test, masonry units, ASTM C-140 (Unit 415)	(per test)	113
Absorption test including moisture content, masonry units, ASTM C-140 (Unit 493)	(per test)	113
Lineal Shrinkage, masonry unit, per specimen (Unit 509)	(per set)	438
Shear test on masonry core	(per test)	204
Core Compression/Shear (Unit 459)	(per test)	204

BRICK TESTS

Compression test, ASTM C-67 (Unit 520)	(per test)	\$85
Absorption and unit weight, ASTM C-67 (Unit 521)	(per test)	85

GROUT AND MORTAR TESTS

Compression test, grout prisms (sets of 3 or 4) (Unit 423)	(per test)	\$130
Compression test, mortar cylinders (sets of 3 or 4) (Unit 424)	(per test)	119

ASPHALT AND PAVEMENT**BITUMINOUS MATERIALS, ASPHALT, ROAD OIL TESTING****HMA Mix Design**

JMF HVEEM method (Unit 450)	per test)	\$3,373
JMF Marshall method (Unit 458)	(per test)	3,997
JMF Mix Design, Superpave/Caltrans (Unit 585)	(per test)	9,739
JMF Verification-HMA, Superpave/Caltrans (Unit 586)	(per test)	5,644
JMF Production Startup, Superpave/Caltrans (Unit 587)	(per test)	5,250
RAP Material Testing – Additional Fee (Unit 588)	(per test)	683
Rubberized RHMA Material – Additional Fee (Unit 589)	(per test)	1,575

ASPHALT CONTENT, BITUMEN PERCENTAGE

ASTM-D2172 (centrifuge method) (Unit 410)	(per test)	\$312
Ash Correction (Unit 409)	(per test)	312
ASTM D-6307 or CAL-382 (ignition method) (Unit 404)	(per test)	244
Moisture content of asphalt, CAL-370 (Unit 536).....	(per test)	71
Gradation of extracted sample, ASTM D-5444 (Unit 449).....	(per test)	148
Film Stripping (excludes specific gravity of aggregate) (Unit 555)	(per test)	97
Compaction/Preparation of HMA Briquette (CT 304)	(per test)	238
Stabilometer value, CAL-366 (Unit 451)	(per test)	191
Specific gravity of compacted sample or core, ASTM D-2726 (Unit 406).....	(per test)	61
Specific gravity of asphalt concrete, ASTM D-2041, rice method (Unit 472)	(per test)	272
Moisture Vapor Susceptibility, CAL-307 (Unit 539)	(per test)	222
Surface abrasion of compacted bituminous mixtures, CAL-360-A or B (Unit 487)	(per test)	545

INDEX OF RETAINED STRENGTH, ASTM D-1074, D-1075

Per set of 6 (lab-mixed samples - not including mix design) (Unit 556)	(per test)	\$488
Maximum density of asphalt concrete, CAL-375 (average of 5 specimens) (Unit 407).....	(per test)	488

MARSHALL STABILITY AND PLASTIC FLOW OF BITUMINOUS MATERIALS, ASTM D-1559,

Per set of 3 (lab-mixed samples - not including mix design) (Unit 547)		\$272
Solvent disposal fee	(per test)	45
Calculated AC Maximum Density, CAL-367 (Unit 519)	(per test)	108
Marshall Maximum Density, ASTM D-6926 (Unit (456)).....	(per test)	317
Examination of AC Cores (Unit 532).....	(per test)	37
Thickness determination of AC Cores (Unit 533).....	(per test)	24
AC Tensile – Strength Ratio, ASTM D-4867		
Premixed (Unit 534).....	(per test)	705
Lab mixed (Unit 535).....	(per test)	1,193
Hamburg Wheel Track, AASHTO T324 (Unit 575).....	(per test)	2,862
Gyratory Compaction, AASHTO T312 (Unit 576)	(per test)	364

MISCELLANEOUS

LUMBER

Specific gravity and shrinkage, ASTM D-14	(per test)	\$121
Moisture content of wood		
ASTM D-2016, method "A" (oven dry)	(per test)	52
ASTM D-2016, method "B" (electronic meter)	(per test)	37

PLYWOOD

Plywood Glue Shear test, ASTM D-805	(per test)	Quote
Moisture absorption of plywood, ASTM D-805	(per test)	\$84

CALIBRATION

Torque Wrench (Unit 546)	(per test)	\$184
Hydraulic Jack (Unit 547)	(per test)	173

GLUE-LAMINATED TIMBERS

Finger Joint Tension test, AITC test 106 (preparation not included)	(per test)	\$58
Bending test for end joints, AITC test 105	(per test)	58
Adhesive Spread Measurement, AITC test 10	(per test)	58
Moisture content and specific gravity, AITC test 111, ASTM D-805-72.....	(per test)	84

GALVANIZED COATING

Weight of galvanized coating, ASTM A-90 (Unit 541).....	(per test)	\$105
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FIREPROOFING

Dry Density, ASTM E-605 (each) (Unit 446)	(per test)	\$103
Cohesion/Adhesion (each) (Unit 414).....	(per test)	137

CARBON

Carbon Ro-Tapp Abrasion (Unit 526).....	(per test)	\$182
Carbon Sieve Analysis (Unit 527)	(per test)	93

BSK Associates
EQUIPMENT CHARGES – 2020 – CITY OF MERCED

VEHICLE MILEAGE

2-Wheel drive (Unit 10)	(per mile)	IRS Rate
4-Wheel drive (Unit 15)	(per mile)	IRS Rate

MATERIALS TESTING*

Portable power auger (Unit 221)	(per day)	\$90
Nuclear density gauge (Unit 218)	Included in rate with Tester	
Ultrasonic weld testing equipment (Unit 230)	(per day)	61
Torque wrench (Unit 229)	(per day)	61
Anchor testing equipment (Unit 202)	(per day)	61
Schmidt hammer	(per day)	53
Skidmore Wilhelm bolt tension calibrator (Unit 227)	(per day)	53
"R" meter (Unit 222)	(per day)	61
Scanning equipment (for plate thickness) (Unit 225)	(per day)	55
Inductive and conductive pipe locator	(per day)	55
Air meter (concrete) (Unit 201)	(per day)	61
Wood moisture meter (Unit 234)	(per day)	61
Ferrosan (Unit 236)	(per day)	118

* Equipment Charges Do Not Include Operators

CORING*

Coring equipment (includes bit charges) asphaltic concrete (Unit 207)	(per hour)	\$178
Coring equipment (includes bit charges) concrete or masonry (Unit 207)	(per hour)	178

*A handling/disposal fee of \$10 may be assessed to each soil sample and tube obtained from the field for environmental projects. Traffic control costs, if required, are in addition to any drilling and/or coring costs. Scaffolding/rigging costs, if required, are in addition to any coring costs.

Floor flatness testing (Unit 337)	per hour)	\$149
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GROUNDWATER SAMPLING/ENVIRONMENTAL TESTING EQUIPMENT*

Field Vehicle truck (Unit 232)	(per day)	\$124
Truck with well sampling equipment	(per day)	430
Steam cleaner (Unit 128)	(per day)	126
Well sounder (Unit 131)	(per day)	49
Generator (Unit 221)	(per day)	95

Groundwater field parameter meter -pH\EC (126)	(per day)	50
Dissolved oxygen met (Unit 210)	(per day)	63
Turbidity kit (Unit 129).....	(per day)	63
Flow monitoring equipment (Unit 326)	(per day)	357
Combustible gas indicator (Unit 117)	(per day)	71
OVM PID meter (Unit 127).....	(per day)	95
Gas detector/LEL meter (Unit 328).....	(per day)	42
Landfill gas chromatograph (Unit 329)	(per day)	236
Sound level meter (Unit 331).....	(per day)	37
Disposable bailer (Unit 335).....	(per unit)	23
Disposable water sample filters (Unit 130).....	(per unit)	27
Hand auger and soil sampler (Unit 213)	(per day)	221
Teflon tubing (Unit 135).....	(per foot)	7
Water level transducers (Unit 332).....	(each)	13
Sample sleeve (including caps, Teflon) 6" (Unit 333)	(per sample)	11
Sample sleeve (including caps, Teflon) 3" (Unit 334)	(per sample)	6
GPS (handheld) (Unit 235)	(per day)	88

ANALYSIS SOFTWARE USAGE FEES

gINT (Project) (Unit 800)	\$ 56
LPile (Project) (Unit 801)	56
APile (Project) (Unit 802)	56
SHAFT (Project) (Unit 803)	56
GROUP (Project) (Unit 804)	110
Cliq (Project) (Unit 805)	56
LiquefyPro (Project) (Unit 806)	56
LiqIT (Project) (Unit 807).....	56
NovoLIQ (Project) (Unit NOVOLIQ)	56
Slide (Project) (Unit 808).....	110
Settle3D (Project) (Unit 809).....	110
ArcGIS (Project) (Unit ARCGIS)	56
EZ-Frisk (Project Site/Site Class) (Unit 590)	525
MatLab-Seismic.....	110

****Equipment charges do not include operators***

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.