

AGREEMENT FOR SERVICES

THIS AGREEMENT ("AGREEMENT") is made and entered into this _____ day of _____, _____, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

BSK ASSOCIATES

Consultant

252 W. LARCH ROAD

TRACY

CA

95304

MAILING ADDRESS

CITY

STATE

ZIP

a California corporation.

N/A

STATE LICENSE CLASSIFICATION & NUMBER (if required) hereinafter referred to as "CONSULTANT."

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for On-Call Materials Testing Services.

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in **Exhibit "A."** This AGREEMENT and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full herein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall govern. If any portion of the Agreement Documents is in conflict with any other portion or provisions contained in the AGREEMENT, the AGREEMENT shall govern over the conflicting provisions contained in the exhibits to the AGREEMENT. To eliminate doubt, in the case of conflict between Consultant's proposal or Consultant's attachments and the City's AGREEMENT and attachments, the City's AGREEMENT and attachments shall take precedence over Consultant's proposal and attachments.

B. Consultant enters into this AGREEMENT as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this AGREEMENT to bind the City in any respect. Nothing in this AGREEMENT shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this AGREEMENT.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this AGREEMENT is based on such independent investigation and research.

2. TERM OF AGREEMENT

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this AGREEMENT terminated on _____ day of _____, 2029 unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or designee may, by written instrument signed by the Parties, extend the duration of this AGREEMENT in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Fee and Deliverables Schedule in **Exhibit "C."** Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this AGREEMENT exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000) annually or exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000) over the duration of the AGREEMENT without City's prior written approval.

B. Said amount shall be paid within 30 days after satisfactory PROJECT progress and approval of the monthly billings by the CITY. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this AGREEMENT. The invoices shall be submitted with the monthly billings.

C. If the work is suspended at the direction of the City, compensation shall be based upon the portion of work completed as of the date of the suspension, subject to Section 4C.

4. TERMINATION:

A. This AGREEMENT may be terminated by either party, provided that the other party is given not less than ten (10) calendar days' written notice of intent to terminate.

B. The City may suspend this AGREEMENT, at no additional cost to City, provided that the Consultant is given written notice of suspension. If City gives such notice of suspension, Consultant shall immediately cease all billable activities under the Agreement, preserve and maintain all project records pending turnover, and contact the City within five calendar days to coordinate the orderly transfer of all project files under this AGREEMENT.

C. Notwithstanding any provisions of this AGREEMENT, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this AGREEMENT by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this AGREEMENT, except as provided in Section 4C. Upon termination, the City shall be entitled to all final work and draft work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 herein.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required herein. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this AGREEMENT in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all draft and final materials prepared by the Consultant under this AGREEMENT shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this AGREEMENT which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by Consultant herein (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this AGREEMENT. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services herein. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this AGREEMENT and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this AGREEMENT.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this AGREEMENT shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this AGREEMENT. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this AGREEMENT shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this AGREEMENT whether by assignment or novation, without the prior written consent of the City. However, claims for money due or to become due to Consultant from the City under this AGREEMENT may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN AGREEMENT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the AGREEMENT, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this AGREEMENT, City determines and notifies Consultant in writing that Consultant's duties under this AGREEMENT warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this AGREEMENT are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this AGREEMENT in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this AGREEMENT except such loss or damage caused solely by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this AGREEMENT.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in full force at all times during the duration and performance of this AGREEMENT, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than "A" in Class VII.

B. Prior to execution of this AGREEMENT and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements

providing evidence of coverage for all policies required by the AGREEMENT. The Consultant shall, at their expense, maintain in effect at all times during the performance of work under the AGREEMENT not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant of the following coverage and limits of insurance is a material element of this AGREEMENT. The failure of Consultant to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this AGREEMENT. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance.

a. Commercial General Liability Insurance with \$2,000,000 minimum limit for each occurrence and \$4,000,000 minimum limit for general aggregate.

b. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

c. Commercial General Liability Additional Insured Endorsement naming the following as insured on 2001 or earlier issued endorsement forms: "City of Manteca, its officers, officials, employees, agents, and volunteers".

2. Automobile Liability: If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

a. Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.

b. Automobile Liability Additional Insured Endorsement naming the following as additional insured: "City of Manteca, its officers, officials, employees, agents, and volunteers".

3. Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

a. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.

b. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.

c. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

6. Verification of Coverage: Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

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

9. Waiver of Subrogation: Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

10. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

11. SPECIAL RISKS OR CIRCUMSTANCES: The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

12. Consultant shall sign the Certificate of Compliance with labor Code 3700 (Exhibit B).

13. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage that is not being maintained, in the form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due to Consultant under this AGREEMENT.

D. No policy required by this AGREEMENT shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless written approval is obtained by Consultant from the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City’s approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the AGREEMENT.

17. MISCELLANEOUS PROVISIONS:

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this AGREEMENT or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person’s race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this AGREEMENT. Such inspections may be made during regular office hours at any time until eighteen (18) months after the final payments under this AGREEMENT are made to the Consultant.

D. Notice. All notices that are required to be given by one party to the other under this AGREEMENT shall be in writing and shall be deemed to have been given if delivered electronically, personally, or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by mail addressed to the parties at the following addresses:

City:

Carrie Whitney
Management Analyst
City of Manteca
1001 W. Center St.
Manteca, CA 95337

Consultant:

Michael Kibbey
Project Manager
BSK Associates
252 W. Larch Road
Tracy, CA, 95304
209-245-0492
mkibbey@bskassociates.com

E. Governing Law and Venue. This AGREEMENT shall be interpreted and governed by the laws of the State of California, and any legal action relating to this AGREEMENT shall take place in the Superior Court, County of San Joaquin.

F. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this AGREEMENT.

G. Severability. If any provision of this AGREEMENT is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall continue in full force and effect.

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by Judicial Arbitration and Mediation Services, Inc. J•A•M•S or its successor in interest. J•A•M•S shall provide the parties with the name of five (5) qualified mediators. Each party shall have the option to strike two of the five mediators selected by J•A•M•S, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

I. Costs and Attorneys' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

J. Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this AGREEMENT. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this AGREEMENT, except those contained in or referred to in writing.

K. Execution. This AGREEMENT may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

L. Authority to Enter Agreement Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this AGREEMENT. Each party warrants to the other that the signature to this AGREEMENT have the legal power, right, and authority to enter into this AGREEMENT and to bind each party.

M. California Prevailing Wage Requirement Pursuant to California Labor Code sections 1720 through 1861, the Consultant, its Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate

Agreement for Services

of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR), if applicable. This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite. The most current prevailing wage determination can be found at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

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ATTACHMENT 6

Agreement for Services

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

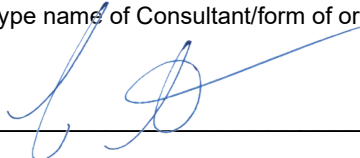
CONSULTANT:

BSK ASSOCIATES

Toni Lundgren
City Manager

(Type name of Consultant/form of organization)*

ATTEST:

By: _____


(Signature)
Cristiano Melo, Managing Principal

Cassandra Candini-Tilton,
Director of Legislative Services

(Type name and title)

COUNTERSIGNED:

By: _____


(Signature)
Michael Kibbey, Senior Associates

Matthew Boring
Director of Finance

(Type name and title)

COUNTERSIGNED:

Address: _____
252 West Larch Road

Tracy, CA 95304

Stephanie Van Steyn,
Director of Human Resources

Telephone: _____
209-245-0492

APPROVED AS TO FORM:
Andy Pinasco, Interim City Attorney

By: _____
Kousha Mckeenejad, Deputy City Attorney

EXHIBIT A
Scope of Work

1.0 CONTRACT TERMINATION CIRCUMSTANCES

BSK Associates has not been terminated from a contract; therefore, no additional information is required.

2.0 TECHNICAL PROPOSAL CONTENT

2.1 Description of BSK Associates

Founded in 1966, BSK Associates has been in business for 60 years and is a 100 percent employee-owned California S-corporation (BSK's California Corporate number is C0514527) that provides construction observation/materials testing/special inspection, geotechnical and environmental consulting services, and analytical laboratory services. BSK currently employs approximately 230 employees with offices and laboratories throughout the States of California and Washington. BSK's Livermore, Sacramento, Fresno, and Bakersfield offices also house AASHTO and/or Caltrans-certified soils and materials laboratories. BSK is a registered public works contractor with the Department of Industrial Relations (DIR). **Our DIR registration number is 1000003557.**

As previously mentioned, BSK's project manager and primary point of contact for this agreement will continue to be Mr. Michael Kibbey, Construction Services Group Manager. Mr. Kibbey has nearly 18 years of experience in which he has provided inspections, project management, and technical oversight on a multitude of public works projects. **Mr. Kibbey currently manages BSK's on-call services with the Cities of American Canyon, Fremont, Modesto, Manteca, Pacifica, San Leandro, San Ramon, and Walnut Creek, and provides technical support for our other local on-call and project-specific contracts, including the Cities of Sacramento, Brentwood, Dublin, Livermore, Los Gatos, Pleasanton, Oakley, Union City, and Vallejo, as well as San Joaquin and Contra Costa Counties.** He is very responsive to task orders and providing technical support and coordination of field staff and laboratory testing. Mr. Kibbey will be supported by Mr. Cristiano Melo, PE, GE, the Managing Principal for BSK's Tracy and Livermore offices, who will serve as the Principal-in-Charge for this contract. Mr. Melo is a licensed Professional Geotechnical Engineer in California with over 25 years of experience working on numerous public works/capital improvement projects, street improvements, highways, and bridges.

The materials testing and inspection services will be led by BSK's Tracy office located at 252 W. Larch Road, Suite 252-H in Tracy and supported by our nearby Caltrans certified materials laboratory and office at 399 Lindbergh Avenue in Livermore. These two offices staff a total of 30 employees including 3 registered civil engineers (2 of which are also registered geotechnical engineers), 1 certified engineering geologist, 2 engineers-in-training, 2 geologists-in-training, and 17 certified special inspectors and



engineering technicians. We fully intend to staff our projects with local staff. Should additional personnel or materials lab support be needed for any reason, BSK has additional resources in our Sacramento and Fresno offices.

2.2 Materials Testing, Special Inspection and Laboratory Services

BSK's construction services group provides quality assurance/quality control observation, monitoring and testing of construction materials. We are knowledgeable of construction materials including aggregates, asphalt, reinforced concrete, structural steel, concrete, masonry, fireproofing, and are familiar with the associated construction processes and methods. [Appendix D](#) of this proposal presents several sample reports from our existing and previous projects that are in-line with the services required by this contract.

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

BSK maintains certified and accredited materials testing laboratories in Livermore, Sacramento, Fresno, and Bakersfield. BSK's Livermore office maintains a 5,000 square foot materials testing laboratory that is certified by AASHTO and Caltrans for the testing of hot-mix asphalt under Section 39 of the Caltrans Standard Specification (Superpave). Our project and contract exposure has provided our staff with extensive experience referencing Caltrans design methodology as well as Caltrans Standard Specifications and Test Methods. Copies of our Caltrans and AMRL accreditations are attached in [Appendix E](#) of this proposal. The list below summarizes some of the standard set of tests our facilities perform, but not limited to, in accordance with ASTM and Caltrans Test Methods.



Soil, Aggregate, Asphalt

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

Structural Steel

- Bolt and washer hardness
- Fireproofing density

Reinforcing Steel

- Tensile strength
- Bend test
- Sample and tag specimens

Concrete

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

Masonry

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

2.3 BSK Financial Transparency

As a privately held California S-Corporation, BSK does not file US Securities and Exchange Commission (SEC) Forms 10-K or 10-Q, but have provided equivalent financial forms to assess the health of BSK, shown in [Appendix C](#). In addition to the provided documentation, BSK confirms that the firm is in good financial standing, with no pending litigation, bankruptcy, or conditions that would impede performance of the requested services. BSK's current financials are in a positive upward trajectory. As a corporation, within the past few months opened a new Visalia location and are looking to open an additional new office site and laboratory location in Southern California. In relation to the BSK office expansions, there is no expectation to merge with another business. In addition, BSK does not currently have any pending litigation nor expect any in the near future.



2.4 Previous Projects

BSK has extensive experience working directly with a wide range of government agencies that have jurisdiction over construction materials testing and inspection services, including cities, counties, special districts, and state agencies throughout California. This background allows BSK to efficiently navigate agency review processes, respond to regulatory requirements, and deliver compliant, timely testing and reporting services consistent with the needs of public sector clients. This experience demonstrates BSK's ability to work effectively within multi-agency review and approval frameworks typical of municipal on-call materials testing services. In addition, [Appendix D](#) of this proposal presents several sample reports from our existing and previous projects.

Project Name: City of Manteca, Woodward Park Splash Pad and Improvements, Manteca, CA**BSK Key Team Members:** Michael Kibbey, Omar Khan, Scott Orr, Kyle Clark**Reference:** City of Manteca, Michael Rosales, Parks Planning and Development Manager;
(209) 456 -8615; mrosales@manteca.gov**BSK Fees:** Approximately \$55,0000**Project Description:** Mr. Kibbey is serving as Project Manager for this \$2.9 million project, which constructs a splash pad and a series of additional upgrades at Woodward Park. Designed to evoke the feel of a natural stream, the attraction featured a water trail, water tunnel, waterfall, outdoor shower, shaded seating areas, and a swing set. Wet zones included both ground-level and overhead spray features. Beyond the splash pad, the project also includes replacement of the existing restroom with a new premanufactured facility, construction of a pump equipment building, landscaping upgrades, enhanced seating areas, improved walkways, and the addition of various accessibility features. BSK is providing materials testing and special inspection services for the City.

**Project Name: Stanislaus County Public Works, Stanislaus County,
CA: On-Call Materials Testing Contract****BSK Key Team Members:** Michael Kibbey, Cristiano Melo, Carrie Rodriguez, Omar Khan, James Auser, and Randy Cortez**Reference:** Barlow Taylor, Senior Engineer Inspector, Stanislaus County, 1716 Morgan Road, Modesto, CA 95358; phone: (209) 225-0280, email: taylorb@stancounty.com**BSK Fees:** Approximately \$300,000**Project Description:** BSK has been providing on-call services to the Stanislaus County Public Works Department since 2017. BSK conducted a geotechnical investigation to explore and evaluate the existing pavement and shallow subsurface conditions of portions of Warnerville Road and Bentley Road to provide geotechnical design input for the planned pavement rehabilitation using full-depth reclamation of these road segments. BSK also provided compaction and materials testing services during construction of this project. BSK also was awarded the materials testing and observation services for HMA pavement, slurry seal, subgrade (including lime-treatment) and multiple roadway and infrastructure projects performed under the on-call contract.**Project Name: City Of Modesto On-Call Special Inspection &
Materials Testing For Various Capital Improvement Projects,
Modesto, CA****BSK Key Team Members:** Michael Kibbey, Jim Auser, Randy Cortez, Veronica Rager, Scott Orr, Various other inspectors/technicians**Reference:** City of Modesto, Mr. Peter Kambel, Senior Civil Engineer, 1010 Tenth Street, Modesto, CA 95354, 209-577-5444, pkambel@modestogov.com**BSK Fees:** Approximately \$100,000 per multi-year term**Project Description:** BSK has been providing on-call services to the City of Modesto Utilities Department since 2020 and is in the process of renewing our contract this year. Services for this contract are provided from BSK's Tracy office with laboratory testing supported by our Livermore Materials Laboratory. Services have included compaction testing, concrete sampling and testing, and hot-mix-asphalt sampling and testing.

Project Name: City Of Dublin On-Call Services Geotechnical/Materials Testing, Dublin, CA**BSK Key Team Members:** Michael Kibbey, Cristiano Melo, Carrie Rodriguez, Omar Khan, James Auser, and Randy Cortez**BSK Budget:** Approximately \$10,000 to \$150,000 (per project)**Reference:** City of Dublin, Ms. Rosemary Alex, Parks and Facilities Development Coordinator, phone: 925-833-6646, email: rosemary.alex@dublin.ca.gov**Project Description:**

BSK has held an on-call contract with the City of Dublin since 2007, Representative projects and services performed under the contract have included the **Annual City Street Overlay Programs in 2020, and 2022** where BSK provided subgrade, aggregate base compaction testing and observation, laboratory testing of import fills and asphalt, and hot-mix asphalt acceptance testing per Caltrans standard processes, construction observation/materials testing services for significant roadway improvements and foundation construction, anchor installation and welding inspection for multiple art sculptures.

Project Name: City Of San Ramon On-Call Materials Testing & Construction Inspection Consulting Services**BSK Key Team Members:** Michael Kibbey, Cristiano Melo, Jim Auser, Randy Cortez, and Matt Lagerstrom**BSK Budget:** Approximately \$25,000 to \$50,000 (per project)**Reference:** City of San Ramon, Theresa Peterson, PE, Associate Engineer, 925-973-2685, tpeterson@sanramon.ca.gov**Project Description:**

BSK has held an on-call contract with the City of San Ramon since 2020, Representative projects and services performed under the contract have included:

City of San Ramon – On-Call Pavement Rehabilitation and Pavement Management Projects:

BSK provided on-call materials testing and quality assurance services for multiple pavement rehabilitation and pavement management projects throughout the City of San Ramon. Services supported roadway improvements that included full-depth reclamation (FDR) with cement stabilization, hot-mix asphalt (HMA) overlays and repairs, slurry seal, microsurfacing, and rubber chip seal treatments implemented as part of the City's annual pavement maintenance program. BSK's scope included observation and testing during FDR cement treatment, HMA sampling and testing, aggregate and emulsion testing, and verification of construction activities for compliance with project specifications. Laboratory testing and field observations were performed throughout construction to support City acceptance and quality assurance requirements.

3.0 PROPOSED STAFFING AND PROJECT ORGANIZATION

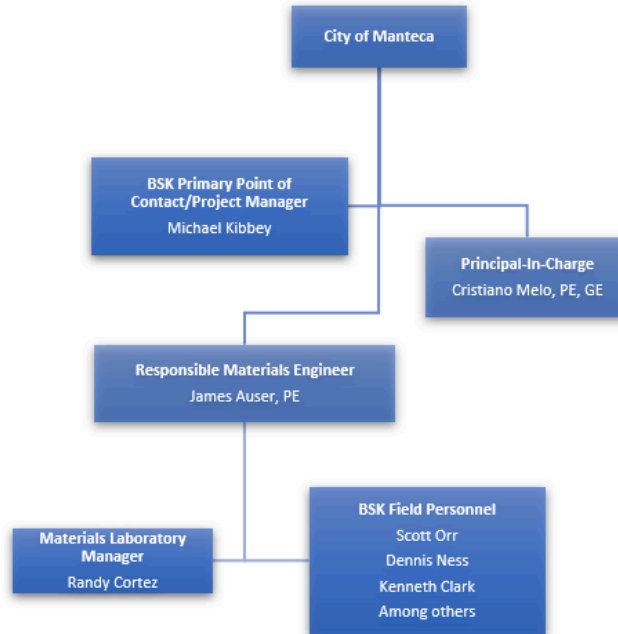
BSK has a strong history of work with public agencies throughout Northern California. BSK's Tracy office currently holds on-call contracts within the Central Valley with the Cities of Manteca, Modesto, Tracy, and Turlock, and San Joaquin and Stanislaus Counties. Examples of our experience with these public agencies are provided in the project descriptions above. Furthermore, these contracts have been serviced by the same BSK key staff members that we propose to utilize for this contract.

Below are the following staff profiles whose profile listed their experience, titles at BSK, and project background experience for the proposed City on-call. Key personnel identified for this project will be available to the extent proposed for the full duration of the project. BSK commits that no individual designated as key personnel will be removed or replaced without the prior written concurrence of the City, except in the event of circumstances beyond the firm's control. In such cases, any proposed replacement will be of equal or greater qualifications and experience, subject to the City's approval. Professional Engineer oversight will be provided for quality assurance and technical review in accordance with the RFP requirements; materials testing reports will be issued consistent with City standards and project-specific requirements. [Appendix A](#) of this proposal presents the resumes for BSK's key staff for this contract.

Employee	Availability Expected During the Course of Contract	Job Classification
Michael Kibbey	30%	Primary Point of contact / Project Manager / Senior Professional
Cristiano Melo, PE, GE	15%	Branch Manager / Principal
James Auser, PE	30%	Responsible Materials Engineer / Senior Professional
Randy Cortez	25%	Materials Laboratory Manager / Senior Professional
Note: All licenses and Certifications within State of California, as applicable. PE=Professional Engineer, GE= Geotechnical Engineer.		



3.1 Organizational Chart of Proposed Team



Michael Kibbey, EIT - Project Manager/Primary Point of Contact



Years of Experience	18 Years
Years with Firm	5 Years
Education	BS, Civil Engineering California Polytechnical State University, San Luis Obispo, 2008
Professional Registrations	Engineer-in-Training (E.I.T.), California, No. 128476 Nuclear Moisture/Density Gauge
Key Qualifications	Experienced with management and support of special inspection and construction materials testing projects.

Mr. Michael Kibbey will serve as the primary point of contact and project manager for this contract and will maintain regular contact with the City staff during construction. He will also coordinate material testing field services for the BSK team on this contract, including concrete, steel, welding, and compaction testing, with duties that include coordination of administrative functions (daily field reports and document control) while serving as liaison to BSK's office and laboratory testing staff. Mr. Kibbey is the primary point of contact and project manager for BSK's current on-call contracts with the Cities of American Canyon, Fremont, Manteca, San Mateo, San Ramon, and Walnut Creek, and with San Joaquin County and serves as the Materials Task Manager on numerous similar BSK on-call contracts.



Cristiano Melo, PE, GE – Branch Manager / Principal-in-Charge



Years of Experience	25 Years
Years with Firm	11 Years
Education	MS, Civil Engineering, University of Idaho, 2000 BS, Civil Engineering, University of Idaho, 1997
Professional Registrations	Registered Geotechnical Engineer, California, No. 2756 Registered Civil Engineer, California, No. 64025
Key Qualifications	Experience with support and oversight of materials testing and geotechnical engineering on-call agreements.

Mr. Melo is a licensed Geotechnical Engineer in California with over 25 years of experience. He has provided geotechnical engineering and materials testing services for numerous public works/capital improvement projects, street improvements, highways and bridges, and often continues with projects in a soils observation and testing role during construction. Mr. Melo will be available to support this contract both technically and administratively, providing engineering input regarding soils during construction and conducting site visits as necessary.

James Auser, PE – Responsible Materials Engineer



Years of Experience	30 Years
Years with Firm	17 Years
Education	BS, Civil Engineering, California State University, Chico, 1994
Professional Registrations	Civil Engineer, California, No. 59941, ACI Field Testing Technician Grade I, ICC - Reinforced Concrete, Structural Masonry, Prestressed Concrete, Nuclear Moisture/Density Gauge
Key Qualifications	Materials Engineer specializing in concrete construction and their constituents. Soils and Materials Laboratory Manager

Mr. James Auser has developed a significant amount of hands-on experience during his 30-year career in the construction industry, specifically working and providing technical oversight on several on-call municipal contracts for BSK. He specializes in concrete construction and their constituents and in the development of specialty load test applications. Mr. Auser will serve as the responsible Materials Engineer for this contract and will provide primary oversight for BSK's technical staff in the field and laboratory. He also holds the primary function of ensuring BSK's personnel perform to internal standards and he assists in quality control and assurance issues.

Randy Cortez – Materials Laboratory Manager



Years of Experience	18 Years
Years with Firm	9 Years
Education	Antelope Valley College, Lancaster, California California State University, Northridge, California
Professional Registrations	USACE Certified Quality Manager NICET Soils Level 3, Asphalt Level 3, Geo. Generalist Level 3, Geotechnical Constr. Level 3, Highway Materials Level 3 ACI Concrete Field Testing, Strength Testing, Aggregate Testing Technician 1 & 2, Laboratory Testing Technician 1 & 2, Aggregate Base Testing Technician, Masonry Lab Testing Technician Caltrans 105, 106, 125, 201, 202, 204, 205, 206, 207, 211, 216, 217, 226, 227, 229, 234, 235, 301, 304, 308, 309, 366,367, 368, 370, 371, 382, 504, 518, 521, 523, 533, 539, 540, 543, 556, 557; Superpave Certs T11, T27, T84, T85, T96, T176, T209, T210, T269, T275, T283, T304, T308, T312, T324, T329, T335, D4791, SP-2
Key Qualifications	Experienced in laboratory testing of soils, asphalt, concrete, masonry, and steel materials using ASTM, AASHTO, and Caltrans test methods.

Mr. Randy Cortez has been with BSK for about 9 years and he has over 18 years of experience in laboratory testing, encompassing a wide range of work including soils, asphalt, concrete, and steel. He has managed three different laboratories in southern California, as well as various mobile laboratories in projects ranging from Caltrans District labs to on-site airport laboratories. Mr. Cortez has extensive pavement experience having worked on several airports throughout California ranging from airport runway renovations to construction of new terminals. He has worked extensively with Marshall testing, Hveem, and Superpave / gyratory compaction methods and served on the pilot program in California for helping to introduce Superpave pavement technology to California. He was BSK’s one of BSK’s primary points of contact for the on-call materials laboratory testing contract with Caltrans District 4 from 2020 through 2024.

3.2 BSK's Approach to Projects

3.2.1 Approach

BSK will serve the City with on-call engineering consulting services primarily from our San Joaquin office located at 252 West Larch Road, Tracy, CA with support from our Livermore office and laboratory. Our proposed approach and management plan for providing these services will begin with our proposed primary point of contact and project manager for this contract, Mr. Michael Kibbey. Mr. Kibbey has worked closely with numerous Cities and agencies and has an open communication style and common-sense approach to project management and on-call problem solving. He will work closely with City staff to understand scope of services to provide a cost effective yet thorough proposal.



3.2.2 *Approach to Special Inspections and Materials Testing Services*

BSK understands that the City is looking for an inspections firm that will be on-call and responsive, part of the team working with City personnel to provide onsite and offsite materials testing and special inspections to assure quality in compliance with all appropriate standards as identified for each specific project. We must provide properly trained, experienced, and credentialed individuals, likely with short notice, for various projects. Each task order will be estimated and proposed to the appropriate City representative upon request and will typically follow the methodology outlined herein.

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

4.0 **WORK PLAN**

BSK Associates understands that the City of Manteca requires a responsive, on-call materials testing and special inspections firm capable of supporting multiple development and capital improvement projects on an as-needed basis. Our work plan is structured to provide timely mobilization, consistent quality control, and clear communication while maintaining flexibility to respond to varying project demands.

Approach and Task Initiation

Services are initiated through City service requests and performed on a task-order basis. For each assignment, BSK coordinates directly with the City's designated representative to confirm scope, testing requirements, and schedule prior to mobilization. This approach



ensures alignment with project-specific needs while maintaining consistency across all assignments.

Project Set-Up and Coordination

Upon authorization, BSK conducts project set-up activities that include participation in pre-construction or coordination meetings, briefing of assigned field and laboratory personnel, and confirmation of applicable testing standards and reporting requirements. Projects are established within BSK's digital reporting system to support efficient documentation and timely distribution of results.

Observation and Materials Testing Services

BSK provides onsite materials testing and inspection services in accordance with applicable ASTM, Caltrans, and project-specific standards. Services include soil and earthwork testing, compaction and density testing, aggregate base testing, and structural concrete sampling and inspection. Field personnel coordinate directly with City inspectors to ensure presence onsite at scheduled times and for the duration of required activities.

Materials Sampling and Laboratory Testing

Materials sampling is coordinated with City staff, contractors, and suppliers as needed to obtain representative samples. Laboratory testing is performed by qualified personnel using standardized procedures and calibrated equipment. Test results are reviewed for accuracy and completeness prior to issuance.

Quality Control and Schedule Control

Quality control is maintained through the use of trained and credentialed technicians, adherence to recognized testing standards, and internal review of test results and reports. Schedule control is achieved through prompt response to service requests, proactive coordination, and efficient deployment of resources to meet project timelines.

Reporting and Communication

BSK provides clear and timely documentation, including daily electronic field reports and laboratory test results. Reports are distributed digitally to designated City representatives, and BSK remains available to discuss testing results and respond to technical questions as needed.

5.0 COST PROPOSAL CONTENT

The BSK Associates Fee Sheet is presented in [Appendix B](#). The fee schedule includes hourly rates and notification and does not include surcharges for 24-hour and 72-hour requests.



EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

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

CONSULTANTS

By:



[Title]

Cristiano Melo, Managing Principal

EXHIBIT C

Fee and Deliverables Schedule

PERSONNEL RATES

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

PROFESSIONAL STAFF			
Principal	\$ 315.00	Seismic GIS	\$ 243.00
Senior Professional / Senior Associate	\$ 276.00	GIS Specialist	\$ 210.00
Project Professional II / Associate II	\$ 259.00	Information Specialist II	\$ 198.00
Project Professional I / Associate I	\$ 221.00	Information Specialist I	\$ 176.00
Staff Professional III	\$ 193.00	CAD	\$ 132.00
Staff Professional II	\$ 171.00	Litigation support	1.5x standard rate
Staff Professional I	\$ 155.00	Deposition / Trial	2.0x standard rate
Project Administrator / Project Controls Specialist	\$ 122.00		
Administrative Assistant / Dispatcher	\$ 110.00		

TECHNICAL STAFF - FIELD AND LABORATORY (NON-PREVALING WAGE)			
Non-Destructive Inspection/Testing	\$ 175.00	<u>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</u>	
Special Inspector	\$ 175.00	Field Work from 0 to 4 hours	Bill 4 hours
Engineering Technician	\$ 175.00	Field Work from 4 to 8 hours	Bill 8 hours
Technician	\$ 175.00	Field Work over 8 hours / Saturdays	Bill time and a half
Ground Penetrating Radar Scanning Technician	\$ 348.00	Sundays, holidays and over 12 hours	Bill double time
Core Drilling Technician	\$ 175.00	Night Shift (Shift commencing after 2pm / before 4am)	Base Rate x 12.5%
Floor Flatness Testing Technician	\$ 175.00	Show-up time (no work performed)	Bill 2 hours
Sample Pickup / Transportation / Delivery	\$ 132.00	Sampling or cylinder pickup, minimum charge	Bill 2 hours
Laboratory Technician	\$ 128.00		

NORTHERN CA PREVAILING WAGE LABOR RATES			
Group 1 - Special inspector	\$ 175.00	<u>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</u>	
Group 2 - Special Inspector	\$ 175.00	Field Work from 0 to 4 hours	Bill 4 hours
Group 3 - Engineering Technician	\$ 175.00	Field Work from 4 to 8 hours	Bill 8 hours
Group 3 - Geotechnical Professional	\$ 175.00	Field Work over 8 hours / Saturdays	Bill time and a half
Group 3 - Environmental Professional	\$ 175.00	Sundays, holidays and over 12 hours	Bill double time
Group 4 - Technician	\$ 175.00	Night Shift (Shift commencing after 2pm / before 4am)	Base Rate x 12.5%
		Show-up time (no work performed)	Bill 2 hours
		Sampling or cylinder pickup, minimum charge	Bill 2 hours

SOUTHERN CA PREVAILING WAGE LABOR RATES			
Group 1 - Geotechnical Professional	\$ 175.00	<u>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</u>	
Group 1 - Environmental Professional	\$ 175.00	Field Work from 0 to 4 hours	Bill 4 hours
Group 1 - Technician	\$ 175.00	Field Work from 4 to 8 hours	Bill 8 hours
Group 2 - Special Inspector	\$ 175.00	Field Work over 8 hours / Saturdays	Bill time and a half
Group 3 - Non-Destructive Testing (NDT)	\$ 175.00	Sundays, holidays and over 12 hours	Bill double time
		Premium Shift (Weekday work before 6am / after 5pm)	Bill time and a half
		Show-up time (no work performed)	Bill 2 hours
		Sampling or cylinder pickup, minimum charge	Bill 2 hours

REIMBURSABLES			
Mileage - 2x4 (Portal to Portal)	\$ 1.00	Certified Payroll / DIR Upload (Monthly)	\$ 300.00
Mileage - 4x4 (Portal to Portal)	\$ 2.00	Non-Performance Certified Payroll / DIR Upload (Monthly)	\$ 100.00
Bridge Toll	Cost + 15%	Subcontractor Mngmnt / Compliance Forms (Monthly)	\$ 100.00
Parking Fees	Cost + 15%	Add. LCP Tracker or Other Compliance Software (Monthly)	\$ 200.00
Per Diem (as required)	Quote / \$250 min.	Additional Special Forms, as required (Monthly)	\$ 150.00
Subconsultant Services	Cost + 15%	Project Setup (Project)	\$ 550.00

SOFTWARE AND EQUIPMENT

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

ANALYSIS SOFTWARE USAGE FEES			
gINT (software)	\$ 71.00	Slide (software)	\$ 140.00
LPIle (software)	\$ 71.00	Settle3D (software)	\$ 140.00
APile (software)	\$ 71.00	Cpet-IT (software)	\$ 71.00
SHAFT (software)	\$ 71.00	LiqSVs (software)	\$ 71.00
GROUP (software)	\$ 140.00	ArcGIS (software)	\$ 71.00
Cliq (software)	\$ 71.00	Surfer (software)	\$ 71.00
LiquefyPro (software)	\$ 71.00	Seep/W (software)	\$ 140.00
LiqIT (software)	\$ 71.00		

EQUIPMENT			
Nuclear Gauge (Per Hour)	\$ 31.00	10' PVC Blank - 2" (Each)	\$ 29.00
Skidmore Wilhelm Calibrator (Day)	\$ 78.00	10' PVC Blank - 4" (Each)	\$ 68.00
NDT Weld Testing Equipment - UT/MT/PT (Day)	\$ 78.00	10' PVC Screen - 2" (Each)	\$ 46.00
Proof Load Testing Equipment (Day)	\$ 78.00	10' PVC Screen - 4" (Each)	\$ 92.00
Torque Wrench (Day)	\$ 78.00	5' PVC Blank - 2" (Each)	\$ 20.00
GPR Scanning Equipment (Day)	\$ 358.00	5' PVC Blank - 4" (Each)	\$ 59.00
Rebar Locator/Pachometer (Day)	\$ 141.00	5' PVC Screen - 2" (Each)	\$ 29.00
Coring Equipment (day)	\$ 265.00	5' PVC Screen - 4" (Each)	\$ 76.00
Relative Humidity Meter (Day)	\$ 78.00	55 Gallon Drum (Each)	\$ 138.00
Moisture Emission Test Kit (Each)	\$ 53.00	6 "x 5' Steel Monument Cover (Each)	\$ 326.00
Wood Moisture Meter (Day)	\$ 78.00	Air Indicators (Each)	\$ 59.00
Air Meter (Concrete)	\$ 78.00	Combustible Gas Indicator (Day)	\$ 87.00
Laptop (Day)	\$ 83.00	Disposable Bailer (Each)	\$ 16.00
Document Scanner (Day)	\$ 36.00	HydroPunch Tip (Each)	\$ 27.00
Vehicle/Truck Charge (Day)	\$ 151.00	Lantec GEM 500 (Day)	\$ 285.00
Hand Auger (Day - Environmental)	\$ 175.00		
Hand Auger (Day - Geotechnical)	\$ 300.00	Locking Cap - 2" (Each)	\$ 27.00
Seismograph (Day)	\$ 350.00	Locking Cap - 4" (Each)	\$ 56.00
Hand-held GPS (Day)	\$ 107.00	Silicone Tubing (Foot)	\$ 9.00
Slope Inclinomometer Probe (Each)	\$ 551.00	Tedlar Vapor Bags (Each)	\$ 34.00
Double Ring Infiltrometer (Day)	\$ 600.00	Bottom Cap (Each)	\$ 12.00
Drilling Kit - Paint/Stakes/Lath (Each)	\$ 38.00	Disposable Purge Pump Tubing (Foot)	\$ 2.00
Drilling Supplies (Tubes / Caps)	\$ 450.00	Bison Resistivity Meter (Day)	\$ 224.00
Sample Sleeve w/ Caps/Teflon 6" (Each)	\$ 15.00	Chem Grout Pump (Day)	\$ 146.00
Manometer (Day)	\$ 272.00	DC Purge Pump (Day)	\$ 74.00
Generator	\$ 116.00	Development Pump and Controller (Day)	\$ 102.00
Power Auger	\$ 116.00	Dissolved Oxygen Meter (Day)	\$ 88.00
AC Cold Patch (Each)	\$ 21.00	Grundfos Converter (Day)	\$ 98.00
Bentonite Grout (Bag)	\$ 29.00	HydroPunch II (Each)	\$ 350.00
Bentonite Medium Chips (Bag)	\$ 27.00	Interface Meter (Each)	\$ 131.00
Bentonite Pellets (Bucket / Bag)	\$ 208.00	Kemmer Sampler (Day)	\$ 50.00
Bentonite Powder (Bag)	\$ 17.00	ORP Meter (Each)	\$ 93.00
Filter Sand (Bag)	\$ 16.00	Sample Pump (Day)	\$ 140.00
Portland Cement (Bag)	\$ 21.00	Scanning Equipment (Day)	\$ 141.00
Ready Mix (Bag)	\$ 20.00	Water Level Data Logger (Day)	\$ 108.00
Padlocks (Each)	\$ 29.00	Telescopic Wastewater Sampler (Day)	\$ 74.00
pH/EC/Temperature Meter (Day)	\$ 83.00	SVE System (Month)	\$ 1,544.00
PID/OVA (Day)	\$ 166.00	Combustible Gas Meter (Day)	\$ 265.00
Steam Cleaner (Day)	\$ 153.00	Water Meter (Day)	\$ 71.00
Turbidity Kit (Day)	\$ 93.00	Flow Monitoring Equipment (Day)	\$ 428.00
Water Sample Filters (Each)	\$ 30.00	Liquid Proportional Sampling Equipment (Day)	\$ 435.00
Well Sounder (Day)	\$ 66.00	Gas Detector Pump (Each)	\$ 50.00
Well Vault Traffic Rated Box (Each)	\$ 153.00	Landfill Gas Chromatograph (Day)	\$ 287.00
Bollards (Each)	\$ 131.00	Support Truck (Day)	\$ 287.00
Air Compressor (Day)	\$ 78.00	Sound Level Meter (Each)	\$ 45.00
Continuous Core Sampler (Day)	\$ 358.00	Water Level Transducers (Each)	\$ 17.00
4" Disposable Bailleurs (Each)	\$ 27.00	Multiparameter Env Water Meter (Day)	\$ 195.00

MATERIALS LABORATORY TESTS

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

SOILS & AGGREGATES

Modified or Standard Proctor - 4" or 6" Mold (ASTM / AASHTO)	\$ 353.00	% Crushed Particles / Fractured Particles (CT 205/AASHTO T335)	\$ 229.00
Proctor with Oversize Material (ASTM / AASHTO)	\$ 441.00	% Flat & Elongated (ASTM D4791)	\$ 175.00
Proctor Check Point (All Methods)	\$ 120.00	Minus 200 Wash/Aggregate (ASTM C117)	\$ 116.00
Caltrans Maximum Wet Density (CT 216)	\$ 298.00	Sieve Analysis w/ Wash (ASTM C136 / CT 202 / AASHTO T27)	\$ 457.00
Minus 200 Wash Soil (ASTM D1140)	\$ 116.00	Sieve Analysis - Coarse Only (ASTM C136 / CT 202 / AASHTO T27)	\$ 116.00
Moisture Content of Soils (ASTM D2216)	\$ 49.00	Coarse Specific Gravity / Absorption (ASTM C127/CT 206/AASHTO T85)	\$ 221.00
Plasticity Index (ASTM D4318)	\$ 305.00	Fine Specific Gravity / Absorption (ASTM C128/CT 207/AASHTO T84)	\$ 221.00
Expansion Index of Soils (ASTM D4829)	\$ 327.00	Sand Equivalent (ASTM D2419 / CT 217 / AASHTO T176)	\$ 175.00
Collapse Potential of Soils (ASTM D2435)	\$ 284.00	Durability Index (ASTM D3744 / CT 229 / AASHTO T210)	\$ 348.00
Organic Impurities (ASTM C40 / CT 213)	\$ 116.00	Abrasion by LA Rattler, Large Size (ASTM C535)	\$ 397.00
Tube Density & Moisture Content of Soil (ASTM D2216, D2937)	\$ 60.00	Abrasion by LA Rattler, Small Size (ASTM C131/CT 211/AASHTO T96)	\$ 327.00
Visual Classification (ASTM D2488)	\$ 60.00	Cleanness Value of Aggregate (CT 227)	\$ 250.00
Hydrometer (ASTM D422 / CT 203)	\$ 331.00	Aggregate Wt pcf Compacted (ASTM C 29)	\$ 123.00
Double Hydrometer (ASTM D4221)	\$ 435.00	Gradation-Rip Rap - Per Sieve (D5519-Method A)	\$ 313.00
Fina Agg. Angularity / Uncompacted Voids (CT 234 / AASHTO T304)	\$ 154.00	Sodium Sulfate Soundness-Min. Charge (ASTM C88/CT 214/AASHTO T104)	\$ 485.00
Sand Density Calibration (ASTM D1566)	\$ 243.00	Sodium Sulfate Soundness-Per Sieve (ASTM C88/CT 214/AASHTO T104)	\$ 154.00
Minimum Resistivity of Soils (CT 643)	\$ 195.00	R-Value of Soils (CT 301)	\$ 690.00
Consolidation (ASTM D2435) w/ 2 Time Rates	\$ 581.00	Soil Cement Compression - Set of 3 (ASTM D1633)	\$ 331.00
Consolidation (ASTM D2435) w/ No Time Rates	\$ 386.00	CIR / FDR Compressive Strength Testing - Set	\$ 331.00
Unconfined Compressive Strength, Soil (ASTM D2166)	\$ 154.00	CIR / FDR Sample Preparation / Compaction - Set	\$ 303.00
Remolded Consolidation (ASTM D2435)	\$ 491.00	CBR (ASTM D1883/AASHTO T-180)	\$ 1,379.00
Minimum Index Density Soils (ASTM D4254)	\$ 96.00	Preparation/Compacting of Soil Stabilization Samples (Lime/Cement) Set of 3	\$ 520.00
Direct Shear Remolded (ASTM D3080)	\$ 364.00	Soluble Sulfate Chloride & Sulfide	\$ 181.00
Direct Shear (ASTM D3080)	\$ 305.00	pH Sulfate & Chloride	\$ 91.00
Remolded Direct Shear (ASTM D3080)	\$ 364.00	% Lumps/Friable Particles (ASTM C142)	\$ 112.00
Remolded Flexwall Perm (ASTM D5084)	\$ 776.00	% Organics in Soil (ASTM D2974)	\$ 190.00

HOT MIX ASPHALT

JMF Mix Design, Superpave / Caltrans	\$ 12,430.00	Bitumen Content - Ignition (ASTM D6307 / CT 382 / AASHTO T308)	\$ 311.00
JMF Verification - HMA - Superpave / Caltrans / BMD	\$ 7,203.00	Oil Content Correction Factor (ASTM D6307 / CT 382 / AASHTO T308)	\$ 723.00
JMF Production Startup - Superpave / Caltrans / BMD	\$ 6,701.00	Gradation from Extraction (ASTM D5444 / AASHTO T30)	\$ 300.00
RAP Material Testing - Additional Fee	\$ 872.00	Bulk Specific Gravity - Each (CT308 / AASHTO T275 / ASTM D2726)	\$ 88.00
Rubberized RHMA Material - Additional Fee	\$ 2,011.00	Max Specific Gravity - Rice Method (ASTM D2041 / CT 309 / AASHTO T209)	\$ 348.00
JMF Mix Design, HVEEM	\$ 4,300.00	Volumetric Calculations (VMA, VFA, DP, AV, Eff. Calcs)	\$ 74.00
JMF Mix Design, Marshall	\$ 5,101.00	Moisture Content of Asphalt (CT 370 / AASHTO T329)	\$ 91.00
Open Graded Asphalt Optimum Bitumen Content (CT 368)	\$ 3,070.00	Film Stripping	\$ 123.00
Gyratory Compaction - Set of 3 (AASHTO T312)	\$ 464.00	Compaction/Preparation of HMA Briquette (CT 304)	\$ 305.00
Hamburg Wheel Track (AASHTO T324 / CT 389)	\$ 2,756.00	Stabilometer Value - Set of 3 (CT 366)	\$ 386.00
Tensile Strength Ratio (CT 371 / AASHTO T283)	\$ 1,521.00	Lab Mixed TSR - Moisture Induced Damage (AASHTO T283 / CT 371)	\$ 2,040.00
Marshall Maximum Density - Set of 3 (ASTM D6926)	\$ 405.00	Calculated AC Maximum Density (CT 367)	\$ 138.00
Marshall Stability & Flow - Set of 3 (ASTM D6927)	\$ 348.00	Thickness Determination of AC Cores	\$ 29.00
Draindown Characteristics of HMA (ASTM D6390 / AASHTO T305)	\$ 350.00	Indirect Tensile Strength of Compacted HMA (ASTM D6931)	\$ 350.00
Cracking Index Test (Ideal-CT) (ASTM D8225)	\$ 450.00	Ideal Rut Test (Ideal-RT / Ideal-HT) (ASTM D8360)	\$ 450.00
		Aggregate Correction Factor (ASTM D6307 / CT 382 / AASHTO T308)	\$ 650.00

CONCRETE & MASONRY

Compression Test Concrete - Per Cylinder (ASTM C39)	\$ 55.00	Flexural Test per Beam (ASTM C78 / CT 523)	\$ 124.00
Compression Test Concrete - Set of 4/5 (ASTM C39)	\$ 220.00	Linear Shrinkage - Set of 3 (ASTM C157)	\$ 551.00
Compression Test of Core (ASTM C42)	\$ 84.00	Unit Weight Lt Wt Concrete	\$ 78.00
Compressive Strength of Shotcrete Panel	\$ 441.00	Splitting Tensile Strength of Concrete (ASTM C496)	\$ 166.00
Compression Test Composite CMU Prism (1)	\$ 229.00	Compressive Strength CMU Block (ASTM C140)	\$ 265.00
Compression Test Grout (Set of 4)	\$ 167.00	Comp. Strength, SG, & Abs. of CMU - Per Block (ASTM C140)	\$ 305.00
Compression Test Mortar (Set of 3)	\$ 152.00	Masonry Linear Shrinkage (ASTM C426)	\$ 559.00
Compression Test Cellular Concrete / CLSM (Set of 5)	\$ 230.00	Masonry Core Shear Test (Title 24)	\$ 260.00

METALS & FIREPROOFING

Tensile & Bend of Rebar #3-11	\$ 205.00	Brinell Hardness of Steel (ASTM E10)	\$ 138.00
Slip and Tensile Rebar Couplers (CT 670)	\$ 298.00	Rockwell Hardness of Steel (ASTM E18)	\$ 138.00
Bolt Proof & Ultimate Load - Each	\$ 125.00	Face Bend of Steel Coupon	\$ 84.00
Bolt Hardness - Set of 3	\$ 236.00	Root Bend of Weld Coupon	\$ 84.00
Nut Proof Load - Set of 3	\$ 236.00	Side Bend of Weld Coupon	\$ 84.00
Nut Hardness - Set of 3	\$ 236.00	Tensile Test of Steel Coupon	\$ 116.00
Washer Hardness - Set of 3	\$ 236.00	Bend Test of Steel Coupon	\$ 100.00
Dry Density Fireproofing (ASTM E605)	\$ 131.00	Adhesion / Cohesion Fireproofing Materials	\$ 175.00