

AGREEMENT FOR CONSULTANT SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on this 4th day of June 2024 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") BSK Associates ("Consultant"), identified as an () and whose address is 2510 Seaboard Avenue, San Jose, CA 95131. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide materials testing for the 2024 Annual Street and Repair Resurfacing Project.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal sent to the Town on May 20, 2024, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect upon execution to December 31, 2024. Consultant shall perform the services described in this agreement as described in Exhibit A.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's

services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$48,356**, inclusive of all costs. Payment shall be based upon Town approval of each task.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

Email (preferred): AP@losgatosca.gov

2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not

obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

- 3.1 Minimum Scope of Insurance:
- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to

an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its elected and appointed officials, employees, and, agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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 Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence

of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.

- 3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

BKS Associates
2510 Seaboard Avenue
San Jose, CA 95131

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Consultant by:

Laurel Prevetti, Town Manager

Name, Title

Recommended by:

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk



2510 Seaboard Avenue
San Jose, CA 95131
925.315.3151
www.bskassociates.com

May 20, 2024

BSK Proposal C24000962

Ms. Janice Chin
Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95030

SUBJECT: Materials Testing Services
Los Gatos 2024 Annual Street Repair and Resurfacing Project #811-9901
Various Locations
Los Gatos, CA 95030

Dear Ms. Chin:

BSK Associates is pleased to submit this proposal for Materials Testing Services required for the *Los Gatos 2024 Annual Street Repair and Resurfacing Project #811-9901* in *Los Gatos, CA*. We have developed this proposal package specifically with your needs in mind and based on our review of the provide project plans and specifications, correspondence with you regarding the project, and our prior experience with projects of this size and nature. If any changes to the proposed scope of work / testing frequencies are required, we are happy to adjust based on the Town's input.

For your approval, we have included our scope of services and fee estimate, and our basis for invoicing. Should a detailed project schedule become available, BSK would appreciate the opportunity to confirm our estimate fits the final requirements of the project. Rates not specifically quoted will be charged per our Town of Los Gatos On-Call Schedule of Fees, attached. The hourly rates/charges quoted are for the project duration. It is our understanding that there is no Project Labor Agreement in-place on this project, and that the project is subject to State of California prevailing wage requirements as determined by the Department of Industrial Relations.

We appreciate the opportunity to submit this proposal. If you should have further questions or comments, please give us a call. We appreciate the opportunity to work with you. We will schedule the work upon issuance of a contract for this project.

Respectfully submitted,
BSK Associates

A handwritten signature in blue ink, appearing to read 'Michael Kibbey'.

Michael Kibbey
CSD Group Manager

A handwritten signature in blue ink, appearing to read 'Tim Rodriguez'.

Tim Rodriguez
COO

Enclosure
Scope of Services and Fee Estimate
Basis for Invoicing

Invoice and Report Distribution
 On-Call Schedule of Fees

SCOPE OF SERVICES AND FEE ESTIMATE
Los Gatos 2024 Annual Street Repair and Resurfacing Project #811-9901
Various Locations, Los Gatos, CA

BASE BID

FIELD SERVICES	DAYS	HRS/DAY	HOURS	RATE	EXTENSION
Earthwork Construction					
Micro Surfacing - Group 3 Engineering Technician	4	8	32	\$146.00	\$4,672.00
Digout Repairs - Group 3 Engineering Technician	3	8	24	\$146.00	\$3,504.00
Hot Mix Asphalt (HMA) - Group 3 Engineering Technician	6	8	48	\$146.00	\$7,008.00
Nuclear Gauge Equipment Fee	9			\$70.00	\$630.00
Trip Charge (Mileage)	13			\$30.00	\$390.00
FIELD SERVICES ESTIMATE					\$16,204.00

LABORATORY TESTING	FREQUENCY	SETS/UNITS	RATE	EXTENSION
Micro Surfacing				
Viscosity - Emulsion (AASHTO T59)	1 per project/material	1	\$120.00	\$120.00
Sieve Test - Emulsion (AASHTO T59)	1 per project/material	1	\$100.00	\$100.00
Particle Charge - Emulsion (AASHTO T59)	1 per project/material	1	\$100.00	\$100.00
Storage Stability - Emulsion (AASHTO T59)	1 per project/material	1	\$195.00	\$195.00
Residue by Distillation - Emulsion (ASTM D244)	1 per project/material	1	\$185.00	\$185.00
Penetration - Residue (AASHTO T51)	1 per project/material	1	\$100.00	\$100.00
Softening Point - Residue (AASHTO T53)	1 per project/material	1	\$135.00	\$135.00
Durability Index (CTM 229)	1 per project/material	1	\$315.00	\$315.00
Abrasion Resistance (ASTM C131)	1 per project/material	1	\$296.00	\$296.00
Sieve Analysis of Fine & Coarse Aggregate (C136)	1 per day	4	\$215.00	\$860.00
Sand Equivalent (ASTM D2419)	1 per day	4	\$159.00	\$636.00
Digout Repairs				
AC Max Density Rice Method (AASHTO T209)	1 per mix	1	\$315.00	\$315.00
Compaction Curves - Base Rock (6" Mold)	1 per material	1	\$320.00	\$320.00
Compaction Curves - Site Soils (4" Mold)	1 per material	1	\$320.00	\$320.00
Hot Mix Asphalt				
Asphalt Binder Content (AASHTO T308)	1 per 750 tons	9	\$282.00	\$2,538.00
AC Max Density Rice Method (AASHTO T209)	1 per day	6	\$315.00	\$1,890.00
Ignition Oven Correction Factor (AASHTO T308)	1 per mix	2	\$656.00	\$1,312.00
Gyratory Compaction (AASHTO T312)	1 per project	2	\$421.00	\$842.00
Sand Equivalent (AASHTO T176)	1 per 750 tons	9	\$159.00	\$1,431.00
Sieve Analysis, Coarse and Fine (AASHTO T27)	1 per 750 tons	9	\$210.00	\$1,890.00
Percent of Crushed Particles (AASHTO T335)	1 per mix	2	\$208.00	\$416.00
Los Angeles Rattler (AASHTO T96)	1 per mix	2	\$360.00	\$720.00
Fine Aggregate Angularity (AASHTO T304)	1 per mix	2	\$93.00	\$186.00
Flat and Elongated Particles (ASTM D4791)	1 per mix	2	\$159.00	\$318.00
Volumetric Calculations (VMA, VFA, DP, AV, Eff.Calcs)	1 per mix	2	\$67.00	\$134.00
LABORATORY TESTING ESTIMATE				\$15,674.00



BSK SERVICES ADMINISTRATION		HOURS	RATE	EXTENSION
Principal (Contract / Performance Oversight)		1	\$285.00	\$285.00
Registered Engineer (Review, support and reporting)		4	\$250.00	\$1,000.00
Project Manager (Field Oversight, Daily Report Review)		4	\$250.00	\$1,000.00
Administration (Data Processing, Report Prep., Field Coordination)		4	\$100.00	\$400.00
Certified Payroll / DIR Upload Reports	Monthly	2	\$300.00	\$600.00
Final Affidavit	1 Per Permit	1	\$375.00	\$375.00
ADMINISTRATION ESTIMATE				\$3,660.00
TOTAL BUDGET ESTIMATE				\$35,538.00

Alternative 1

FIELD SERVICES	DAYS	HRS/DAY	HOURS	RATE	EXTENSION
Earthwork Construction					
Slurry Seal - Group 3 Engineering Technician	2	8	16	\$146.00	\$2,336.00
Digout Repairs - Group 3 Engineering Technician	3	8	24	\$146.00	\$3,504.00
Hot Mix Asphalt (HMA) - Group 3 Engineering Technician	1	8	8	\$146.00	\$1,168.00
Nuclear Gauge Equipment Fee	4			\$70.00	\$280.00
Trip Charge (Mileage)	6			\$30.00	\$180.00
FIELD SERVICES ESTIMATE					\$7,468.00

LABORATORY TESTING	FREQUENCY	SETS/UNITS	RATE	EXTENSION
Slurry Seal/Microsurfacing				
Viscosity - Emulsion (AASHTO T59)	1 per project/material	1	\$120.00	\$120.00
Sieve Test - Emulsion (AASHTO T59)	1 per project/material	1	\$100.00	\$100.00
Particle Charge - Emulsion (AASHTO T59)	1 per project/material	1	\$100.00	\$100.00
Storage Stability - Emulsion (AASHTO T59)	1 per project/material	1	\$195.00	\$195.00
Residue by Distillation - Emulsion (ASTM D244)	1 per project/material	1	\$185.00	\$185.00
Penetration - Residue (AASHTO T51)	1 per project/material	1	\$100.00	\$100.00
Softening Point - Residue (AASHTO T53)	1 per project/material	1	\$135.00	\$135.00
Durability Index (CTM 229)	1 per project/material	1	\$315.00	\$315.00
Abrasion Resistance (ASTM C131)	1 per project/material	1	\$296.00	\$296.00
Sieve Analysis of Fine & Coarse Aggregate (C136)	1 per day	2	\$215.00	\$430.00
Sand Equivalent (ASTM D2419)	1 per day	2	\$159.00	\$318.00
Digout Repairs				
AC Max Density Rice Method (AASHTO T209)	1 per mix	1	\$315.00	\$315.00
Compaction Curves - Base Rock (6" Mold)	1 per material	1	\$320.00	\$320.00
Compaction Curves - Site Soils (4" Mold)	1 per material	1	\$320.00	\$320.00
Hot Mix Asphalt				
Asphalt Binder Content (AASHTO T308)	1 per 750 tons	1	\$282.00	\$282.00
AC Max Density Rice Method (AASHTO T209)	1 per day	1	\$315.00	\$315.00
Sand Equivalent (AASHTO T176)	1 per 750 tons	1	\$159.00	\$159.00
Sieve Analysis, Coarse and Fine (AASHTO T27)	1 per 750 tons	1	\$210.00	\$210.00
LABORATORY TESTING ESTIMATE				\$4,215.00

BSK SERVICES ADMINISTRATION	HOURS	RATE	EXTENSION
Principal (Contract / Performance Oversight)	1	\$285.00	\$285.00
Registered Engineer (Review, support and reporting)	1	\$250.00	\$250.00
Project Manager (Field Oversight, Daily Report Review)	2	\$250.00	\$500.00
Administration (Data Processing, Report Prep., Field Coordination)	1	\$100.00	\$100.00
ADMINISTRATION ESTIMATE			\$1,135.00
TOTAL BUDGET ESTIMATE			\$12,818.00



BASIS FOR INVOICING

Los Gatos 2024 Annual Street Repair and Resurfacing Project #811-9901 Various Locations, Los Gatos, CA

BASIS OF CHARGES:

The charge schedule listed below will be our basis for invoicing.

Show-up (No site work performed)	Bill R/T Travel Time + 1 Hour
Work up to 4 Hrs.	Bill 4 Hours
Work from 4 to 8 Hrs.	Bill 8 Hours
Work from 8 to 12 Hrs. and Saturdays	Time and One Half
Work Over 12 Hrs., Sundays and Holidays	Double Time
Travel (Portal-to-Portal)	Hourly
Parking and Toll Charges (if applicable)	Daily Rate

FEES:

Our services will be performed on a time and material basis at unit rates herein listed. Portal-to-portal charge is based from our Livermore office. Rates/charges not specifically quoted will be charged per our published Schedule of Fees. We estimate our fees for this project at \$35,538.00 (Base Bid), and \$12,818.00 (Alternative 1). This estimate is based upon our years of experience in this profession, but it is an estimate only. We endeavor to limit our charges to this estimate; however, events beyond our control may affect total cost. For example; if the work progresses quicker than anticipated, fees could be considerably less; or, if the work progresses slower than anticipated, our fees may exceed this estimate. To account for such uncertainties, we suggest that a contingency budget of at least 20 percent of the above estimated fee for construction be set aside for our services.

It is our practice to notify you if it appears our fees will exceed our estimate, but due to the timing and nature of our services and to ensure that your project is not delayed, this may not always be possible. Our invoices however will serve as an update of our progress as well as fees charged versus our estimate. Invoices are payable upon receipt and deemed delinquent if not paid within 30 days. Delinquent invoices may be subject to interest/service charges, and collection expenses including attorney's fees, at our election. As necessary to accommodate the construction schedule, BSK may use contract special inspectors to augment our staff. Inspections performed by contract providers will be billed as specified for BSK employees, herein, and at the rates included in the Fee Estimate.

LIMITATIONS:

BSK Associates provides special inspection services to assist you in verifying that the work is in substantial conformance to the project documents and as required by the California Building Code. These services shall not be construed as acceptance of the work or relieve the contractor in any way from his/her obligations and responsibilities as outlined in the applicable construction documents. BSK assumes no responsibility for the safety of others on the jobsite or the methods and means of construction. BSK will make every effort to respond to the emergent needs of your project, to assure better service we ask that you schedule inspection/testing activities at least 24 hours in advance. To avoid show-up charges, cancel such requests at least four hours in advance of our arrival time. Section 1701 of the CBC requires the special inspection agency to file a final report for the project. The report will be issued upon complete reconciliation of your account. This proposal for construction services shall be valid for not more than sixty (60) days from the date of presentation.



INVOICE AND REPORT DISTRIBUTION

BSK Associates will issue our invoice to the following firm/contact. Please provide a separate accounts payable (AP) contact as appropriate:

Company: Town of Los Gatos
Address: 41 Miles Avenue
City, State, Zip: Los Gatos, CA 95030
Contact Name: Ms. Janice Chin
Contact Phone: 408.395.3460
E-Mail: Jchin@losgatosca.gov

AP Contact: _____
AP Phone: _____
AP E-Mail: _____

BSK will issue special inspection and materials testing reports by electronic delivery to the following recipients. If additional recipients are desired, please complete and return this form accordingly:

Client:

Company: Town of Los Gatos
Address: 41 Miles Avenue
City, State, Zip: Los Gatos, CA, 95030
Contact Name: Ms. Janice Chin
Contact Phone: 408.395.3460
E-Mail: Jchin@losgatosca.gov

Other:

Company: _____
Address: _____
City, State, Zip: _____
Contact Name: _____
Contact Phone: _____
Contact E-Mail: _____

Building Department:

Agency Name: _____
Address: _____
City, State, Zip: _____
Contact Name: _____
Contact Phone: _____
Contact E-Mail: _____

Other:

Company: _____
Address: _____
City, State, Zip: _____
Contact Name: _____
Contact Phone: _____
Contact E-Mail: _____



BSK Associates - Schedule of Fees - July 1, 2023 to June 30, 2024

PERSONNEL RATES

PROFESSIONAL STAFF

Principal	\$ 285.00	Seismic GIS	\$ 220.00
Senior Professional	\$ 250.00	GIS Specialist	\$ 190.00
Project Professional II	\$ 235.00	Information Specialist II	\$ 180.00
Project Professional I	\$ 200.00	Information Specialist I	\$ 160.00
Staff Professional II	\$ 175.00	CAD	\$ 120.00
Staff Professional I	\$ 155.00	Litigation support	1.5x standard rate
Project Administrator	\$ 110.00	Deposition / Trial	2.0x standard rate
Administrative Assistant / Clerical	\$ 100.00		

TECHNICAL STAFF - FIELD AND LABORATORY (NON-PREVAILING WAGE)

Non-Destructive Inspection/Testing	\$ 165.00	<u>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</u>	
Special Inspector	\$ 140.00	Field Work from 0 to 4 hours	Bill 4 hours
Engineering Technician	\$ 135.00	Field Work from 4 to 8 hours	Bill 8 hours
Technician	\$ 130.00	Field Work over 8 hours / Saturdays	Bill time and a half
Ground Penetrating Radar Scanning Technician	\$ 315.00	Sundays, holidays and over 12 hours	Bill double time
Core Drilling Technician	\$ 245.00	Night Shift (Shift commencing after 2pm / before 4am)	Base Rate x 12.5%
Floor Flatness Testing Technician	\$ 210.00	Show-up time (no work performed)	Bill 2 hours
Sample Pickup / Transportation / Delivery	\$ 170.00	Sampling or cylinder pickup, minimum charge	Bill 2 hours
Laboratory Technician	\$ 130.00		

NORTHERN CA PREVAILING WAGE LABOR RATES

Group 1 - Special Inspector	\$ 170.00	<u>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</u>	
Group 2 - Special Inspector	\$ 165.00	Field Work from 0 to 4 hours	Bill 4 hours
Group 3 - Engineering Technician	\$ 146.00	Field Work from 4 to 8 hours	Bill 8 hours
Group 3 - Geotechnical Professional	\$ 185.00	Field Work over 8 hours / Saturdays	Bill time and a half
Group 3 - Environmental Professional	\$ 185.00	Sundays, holidays and over 12 hours	Bill double time
Group 4 - Technician	\$ 130.00	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	\$ 185.00	<u>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</u>	
Group 1 - Environmental Professional	\$ 185.00	Field Work from 0 to 4 hours	Bill 4 hours
Group 1 - Technician	\$ 165.00	Field Work from 4 to 8 hours	Bill 8 hours
Group 2 - Special Inspector	\$ 170.00	Field Work over 8 hours / Saturdays	Bill time and a half
Group 3 - Non-Destructive Testing (NDT)	\$ 180.00	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

Project Administration Fees	7% of Invoice	DIR Administration Fees	3% of Invoice
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 Management / Compliance Forms (Monthly)	\$ 100.00
Parking Fees	Cost + 15%	Additional 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)	\$ 525.00

Escalation: The rates noted herein are subject to an annual increase of 3% or the Consumer Price Index (CPI) for the San Francisco Bay Area, whichever is higher, effective July 1st of each year following the initiation of a service agreement.

BSK Associates - Schedule of Fees - July 1, 2023 to June 30, 2024

SOFTWARE AND EQUIPMENT

ANALYSIS SOFTWARE USAGE FEES

gINT (software)	\$ 65.00	Slide (software)	\$ 127.00
LPIle (software)	\$ 65.00	Settle3D (software)	\$ 127.00
APile (software)	\$ 65.00	Cpet-IT (software)	\$ 65.00
SHAFT (software)	\$ 65.00	LiqSVs (software)	\$ 65.00
GROUP (software)	\$ 127.00	ArcGIS (software)	\$ 65.00
ClIq (software)	\$ 65.00	Surfer (software)	\$ 65.00
LiquefyPro (software)	\$ 65.00	Seep/W (software)	\$ 127.00
LIqIT (software)	\$ 65.00		

EQUIPMENT

Nuclear Gauge (Day)	\$ 70.00	10' PVC Blank - 2" (Each)	\$ 27.00
Skidmore Wilhelm Calibrator (Day)	\$ 70.00	10' PVC Blank - 4" (Each)	\$ 62.00
NDT Weld Testing Equipment - UT/MT/PT (Day)	\$ 70.00	10' PVC Screen - 2" (Each)	\$ 42.00
Proof Load Testing Equipment (Day)	\$ 70.00	10' PVC Screen - 4" (Each)	\$ 84.00
Torque Wrench (Day)	\$ 70.00	5' PVC Blank - 2" (Each)	\$ 18.00
GPR Scanning Equipment (Day)	\$ 325.00	5' PVC Blank - 4" (Each)	\$ 53.00
Rebar Locator/Pachometer (Day)	\$ 128.00	5' PVC Screen - 2" (Each)	\$ 27.00
Coring Equipment (day)	\$ 240.00	5' PVC Screen - 4" (Each)	\$ 69.00
Relative Humidity Meter (Day)	\$ 70.00	55 Gallon Drum (Each)	\$ 125.00
Moisture Emission Test Kit (Each)	\$ 48.00	6 "x 5' Steel Monument Cover (Each)	\$ 295.00
Wood Moisture Meter (Day)	\$ 70.00	Air Indicators (Each)	\$ 53.00
Air Meter (Concrete)	\$ 70.00	Combustible Gas Indicator (Day)	\$ 79.00
Laptop (Day)	\$ 75.00	Disposable Bailer (Each)	\$ 14.00
Document Scanner (Day)	\$ 32.00	HydroPunch Tip (Each)	\$ 25.00
Vehicle/Truck Charge (Day)	\$ 137.00	Lantec GEM 500 (Day)	\$ 258.00
Hand Auger (Day)	\$ 150.00	Locking Cap - 2" (Each)	\$ 25.00
Seismograph (Day)	\$ 317.00	Locking Cap - 4" (Each)	\$ 50.00
Hand-held GPS (Day)	\$ 97.00	Silicone Tubing (Foot)	\$ 9.00
Slope Inclinomometer Probe (Each)	\$ 500.00	Tedlar Vapor Bags (Each)	\$ 30.00
Double Ring Infiltrometer (Day)	\$ 150.00	Bottom Cap (Each)	\$ 10.00
Drilling Kit - Paint/Stakes/Lath (Each)	\$ 34.00	Disposable Purge Pump Tubing (Foot)	\$ 2.00
Drilling Supplies (Tubes / Caps)	\$ 350.00	Bison Resistivity Meter (Day)	\$ 203.00
Sample Sleeve w/ Caps/Teflon 6" (Each)	\$ 13.00	Chem Grout Pump (Day)	\$ 132.00
Manometer (Day)	\$ 247.00	DC Purge Pump (Day)	\$ 67.00
Generator	\$ 105.00	Development Pump and Controller (Day)	\$ 92.00
Power Auger	\$ 105.00	Dissolved Oxygen Meter (Day)	\$ 80.00
AC Cold Patch (Each)	\$ 19.00	Grundfos Converter (Day)	\$ 89.00
Bentonite Grout (Bag)	\$ 27.00	HydroPunch II (Each)	\$ 317.00
Bentonite Medium Chips (Bag)	\$ 25.00	Interface Meter (Each)	\$ 119.00
Bentonite Pellets (Bucket / Bag)	\$ 189.00	Kemmer Sampler (Day)	\$ 46.00
Bentonite Powder (Bag)	\$ 15.00	ORP Meter (Each)	\$ 85.00
Filter Sand (Bag)	\$ 14.00	Sample Pump (Day)	\$ 127.00
Portland Cement (Bag)	\$ 19.00	Scanning Equipment (Day)	\$ 128.00
Ready Mix (Bag)	\$ 18.00	Water Level Data Logger (Day)	\$ 98.00
Padlocks (Each)	\$ 27.00	Telescopic Wastewater Sampler (Day)	\$ 67.00
pH/EC/Temperature Meter (Day)	\$ 75.00	SVE System (Month)	\$1,400.00
PID/OVA (Day)	\$ 150.00	Combustible Gas Meter (Day)	\$ 240.00
Steam Cleaner (Day)	\$ 139.00	Water Meter (Day)	\$ 65.00
Turbidity Kit (Day)	\$ 85.00	Flow Monitoring Equipment (Day)	\$ 389.00
Water Sample Filters (Each)	\$ 28.00	Liquid Proportional Sampling Equipment (Day)	\$ 394.00
Well Sounder (Day)	\$ 60.00	Gas Detector Pump (Each)	\$ 46.00
Well Vault Traffic Rated Box (Each)	\$ 139.00	Landfill Gas Chromatograph (Day)	\$ 260.00
Bollards (Each)	\$ 119.00	Support Truck (Day)	\$ 260.00
Air Compressor (Day)	\$ 70.00	Sound Level Meter (Each)	\$ 41.00
Continuous Core Sampler (Day)	\$ 325.00	Water Level Transducers (Each)	\$ 15.00
4" Disposable Bailleurs (Each)	\$ 25.00		

Escalation: The rates noted herein are subject to an annual increase of 3% or the Consumer Price Index (CPI) for the San Francisco Bay Area, whichever is higher, effective July 1st of each year following the initiation of a service agreement.

BSK Associates - Schedule of Fees - July 1, 2023 to June 30, 2024

MATERIALS LABORATORY TESTS

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 / AASHTC)	\$ 320.00	% Crushed Particles / Fractured Particles (CT 205/AASHTO T335)	\$ 208.00
Proctor with Oversize Material (ASTM / AASHTO)	\$ 400.00	% Flat & Elongated (ASTM D4791)	\$ 159.00
Proctor Check Point (All Methods)	\$ 171.00	Minus 200 Wash/Aggregate (ASTM C117)	\$ 105.00
Caltrans Maximum Wet Density (CT 216)	\$ 270.00	Sieve Analysis w/ Wash (ASTM C136 / CT 202 / AASHTO T27)	\$ 215.00
Minus 200 Wash Soil (ASTM D1140)	\$ 105.00	Sieve Analysis - Coarse Only (ASTM C136 / CT 202 / AASHTO T27)	\$ 105.00
Moisture Content of Soils (ASTM D2216)	\$ 45.00	Coarse Specific Gravity / Absorption (ASTM C127/CT 206/AASHTO T85)	\$ 200.00
Plasticity Index (ASTM D4318)	\$ 276.00	Fine Specific Gravity / Absorption (ASTM C128/CT 207/AASHTO T84)	\$ 200.00
Expansion Index of Soils (UBC No. 29)	\$ 296.00	Sand Equivalent (ASTM D2419 / CT 217 / AASHTO T176)	\$ 159.00
Collapse Potential of Soils (ASTM D2435)	\$ 257.00	Durability Index (CT 229)	\$ 315.00
Organic Impurities (ASTM C40 / CT 213)	\$ 105.00	Abrasion by LA Rattler, Large Size (ASTM C131/CT 211/AASHTO T96)	\$ 360.00
Tube Density & Moisture Content of Soil (ASTM D2216, D293)	\$ 54.00	Abrasion by LA Rattler, Small Size (ASTM C131/CT 211/AASHTO T96)	\$ 296.00
Visual Classification (ASTM D2488)	\$ 54.00	Cleanness Value of Aggregate (CT 227)	\$ 227.00
Hydrometer (ASTM D422 / CT 203)	\$ 300.00	Aggregate Wt pcf Compacted (ASTM C 29)	\$ 111.00
Double Hydrometer (ASTM D4221)	\$ 394.00	Gradation-Rip Rap - Per Sieve (D5519-Method A)	\$ 284.00
Uncompacted Void Content (CT 234 / AASHTO T304)	\$ 140.00	Sodium Sulfate Soundness-Min. Charge (ASTM C88/CT 214/AASHTO T104)	\$ 440.00
Sand Density Calibration (ASTM D1566)	\$ 220.00	Sodium Sulfate Soundness-Per Sieve (ASTM C88/CT 214/AASHTO T104)	\$ 140.00
Minimum Resistivity of Soils (CT 643)	\$ 177.00	R-Value of Soils (CT 301)	\$ 450.00
Consolidation (ASTM D2435) w/ 2 Time Rates	\$ 527.00	Soil Cement Compression - Set (ASTM D1633)	\$ 300.00
Consolidation (ASTM D2435) w/ No Time Rates	\$ 350.00	CIR / FDR Compressive Strength Testing - Set	\$ 300.00
Unconfined Compressive Strength, Soil (ASTM D2166)	\$ 140.00	CIR / FDR Sample Preparation / Compaction	\$ 275.00
Remolded Consolidation (ASTM D2435)	\$ 446.00	CBR (ASTM D1883/AASHTO T-180)	\$1,250.00
Minimum Index Density Soils (ASTM D4254)	\$ 87.00	Preparation of Soil-Cement Samples	\$ 947.00
Direct Shear Remolded (ASTM D3080)	\$ 330.00	Soluble Sulfate Chloride & Sulfide	\$ 164.00
Direct Shear (ASTM D3080)	\$ 276.00	pH Sulfate & Chloride	\$ 83.00
Remolded Direct Shear (ASTM D3080)	\$ 330.00	% Lumps/Friable Particles (ASTM C142)	\$ 102.00
Remolded Flexwall Perm (ASTM D5084)	\$ 704.00	% Organics in Soil (ASTM D2974)	\$ 172.00
HOT MIX ASPHALT			
JMF Mix Design, Superpave / Caltrans	\$11,274.00	Bitumen Content - Ignition (ASTM D6307 / CT382 / AASHTO T308)	\$ 282.00
JMF Verification - HMA - Superpave / Caltrans	\$6,533.00	Oil Content Correction Factor (ASTM D6307 / CT 382 / AASHTO T308)	\$ 656.00
JMF Production Startup - Superpave / Caltrans	\$6,078.00	Gradation from Extraction (ASTM D5444 / AASHTO T30)	\$ 171.00
RAP Material Testing - Additional Fee	\$ 790.00	Bulk Specific Gravity (CT308 / AASHTO T275 / ASTM D2726)	\$ 80.00
Rubberized RHMA Material - Additional Fee	\$1,824.00	HMA Theo. Max Density Rice Method (ASTM D2041 / CT 309 / AASHTO T209)	\$ 315.00
JMF Mix Design, HVEEM	\$3,900.00	Volumetric Calculations (VMA, VFA, DP, AV, Eff. Calcs)	\$ 67.00
JMF Mix Design, Marshall	\$4,627.00	Moisture Content of Asphalt (CT 370 / AASHTO T329)	\$ 83.00
Open Graded Asphalt Optimum Bitumen Content (CT 368)	\$2,785.00	Film Stripping	\$ 111.00
Gyratory Compaction - Set of 3 (AASHTO T312)	\$ 421.00	Compaction/Preparation of HMA Briquette (CT 304)	\$ 276.00
Hamburg Wheel Track (AASHTO T324)	\$2,500.00	Stabilometer Value - Set of 3 (CT366)	\$ 350.00
Tensile Strength Ratio (CT 371 / AASHTO T283)	\$1,380.00	Lab Mixed TSR - Moisture Induced Damage (AASHTO T283 / CT 371)	\$1,850.00
Marshall Maximum Density (ASTM D6926)	\$ 368.00	Calculated AC Maximum Density (CT 367)	\$ 125.00
Marshall Stability & Flow (ASTM D6927)	\$ 315.00	Thickness Determination of AC Cores	\$ 27.00
CONCRETE & MASONRY			
Compression Test Concrete - Per Cylinder (ASTM C39)	\$ 35.00	Flexural Test per Beam (ASTM C78 / CT 523)	\$ 112.00
Compression Test Concrete - Set of 4/5 (ASTM C39)	\$ 171.00	Linear Shrinkage - Set of 3 (ASTM C157)	\$ 500.00
Compression Test of Core (ASTM C42)	\$ 76.00	Unit Weight Lt Wt Concrete (ASTM C567)	\$ 70.00
Compressive Strength of Shotcrete Panel	\$ 400.00	Splitting Tensile Strength of Concrete (ASTM C496)	\$ 150.00
Compression Test Composite CMU Prism (1)	\$ 208.00	Compressive Strength CMU Block (ASTM C140)	\$ 240.00
Compression Test Grout (Set of 4)	\$ 151.00	Comp. Strength, SG, & Abs. of CMU - Per Block (ASTM C140)	\$ 276.00
Compression Test Mortar (Set of 3)	\$ 138.00	Masonry Linear Shrinkage (ASTM C426)	\$ 507.00
METALS & FIREPROOFING			
Tensile & Bend of Rebar #3-11	\$ 186.00	Brinell Hardness of Steel (ASTM E10)	\$ 125.00
Slip and Tensile Rebar Couplers (CT 670)	\$ 270.00	Rockwell Hardness of Steel (ASTM E18)	\$ 125.00
Bolt Proof & Ultimate Load	\$ 178.00	Face Bend of Steel Coupon	\$ 76.00
Bolt Hardness - Set of 3	\$ 125.00	Root Bend of Weld Coupon	\$ 76.00
Nut Proof Load - Set of 3	\$ 178.00	Side Bend of Weld Coupon	\$ 76.00
Nut Hardness - Set of 3	\$ 125.00	Tensile Test of Steel Coupon	\$ 105.00
Washer Hardness - Set of 3	\$ 125.00	Bend Test of Steel Coupon	\$ 90.00
Dry Density Fireproofing (ASTM E605)	\$ 119.00	Adhesion / Cohesion Fireproofing Materials	\$ 159.00

Escalation: The rates noted herein are subject to an annual increase of 3% or the Consumer Price Index (CPI) for the San Francisco Bay Area, whichever is higher, effective July 1st of each year following the initiation of a service agreement.