



399 Lindbergh Avenue
Livermore, CA, 94551
P 925-315-3151
www.bskassociates.com

February 10, 2025

BSK Proposal C25000051

Melanie Koslow
Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

Subject: Special Inspection and Materials Testing Services
Mt. Diablo USD Increment 2
Various Schools
Various Cities, CA

Dear Ms. Koslow:

BSK Associates is pleased to submit this proposal for the Special Inspection and Materials Testing Services required for the Mt. Diablo USD Increment 2 in Various Cities, CA. We have developed this proposal package specifically with your needs in mind and based on our experience with Special Inspection requirements of the California Building Code, our review of the provided project plans (09/27/24, 07/30/24, 10/16/24), correspondence with you regarding the project, and our prior experience with projects of this size and nature.

For your approval, we have included our scope of services and fee estimate, our basis for invoicing, and an authorization and acceptance form for our agreement. Rates not specifically quoted will be charged per our published Schedule of Fees. 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.

In order for BSK to assist you in completing DSA Forms 291, 292 and 293 (as applicable), a final approved copy of DSA Form 103 should be submitted to our office prior to our first site visit. Further, our technicians are required to note they are referring to Approved Plans during their site inspections; a copy should be made available at the project site or fabrication location.

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 your return of our Standard Agreement.

Respectfully submitted,

BSK Associates

Veronica Rager
Project Manager I
Enclosure

Michael Kibbey
Group Manager

Scope of Services and Fee Estimate
Basis for Invoicing
Standard Agreement
Fee Schedule

SCOPE OF SERVICES AND FEE ESTIMATE

Special Inspection and Materials Testing Services
Mt. Diablo USD Increment 2
Various Schools, Various Cities, CA

BUDGET SUMMARY - ALL SITES

SITE NAME	TOTAL
Rio Vista Es Modernization & Sire Improvements - Increment 2	\$29,375.00
Meadow Homes ES Modernization - Increment 2	\$21,991.00
Mt. Diablo ES Modernization - Increment 2	\$19,217.00
TOTAL BUDGET ESTIMATE	\$70,583.00



Special Inspection and Materials Testing Services
Rio Vista Elementary School Modernization and Site Improvements - Increment 2
611 Pacifica Avenue, Bay Point, CA 94565

BUDGET SUMMARY

SERVICE	TOTAL
FIELD SERVICES	
Earthwork / HMA	\$7,290.00
Concrete	\$10,696.00
Post Installed Anchors	\$1,400.00
Structural Steel	\$1,502.00
MATERIALS LABORATORY TESTING	\$3,855.00
BSK SERVICE ADMINISTRATION	\$4,632.00
TOTAL BUDGET ESTIMATE	\$29,375.00



FIELD SERVICES

EARTHWORK / HMA

DESCRIPTION	DAYS	HRS/ DAY	HOURS / UNITS	RATE	EXTENSION
Drilled Pier Observation	2	8	16	\$159.00	\$2,544.00
Compaction Testing Technician	5	4	20	\$159.00	\$3,180.00
Soil Sampling	1	4	4	\$159.00	\$636.00
Nuclear Gauge Equipment Fee	5			\$74.00	\$370.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	8			\$70.00	\$560.00
Subtotal - Earthwork / HMA					\$7,290.00

CONCRETE

DESCRIPTION	DAYS	HRS/ DAY	HOURS / UNITS	RATE	EXTENSION
Rebar Sample and Tag (at fabricator)	2	4	8	\$139.00	\$1,112.00
Batch Plant Inspection	6	4	24	\$139.00	\$3,336.00
Concrete Sampling	6	4	24	\$139.00	\$3,336.00
Sample Pickup and Delivery	6	2	12	\$126.00	\$1,512.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	20			\$70.00	\$1,400.00
Subtotal - Concrete					\$10,696.00

POST INSTALLED ANCHORS

DESCRIPTION	DAYS	HRS/ DAY	HOURS / UNITS	RATE	EXTENSION
Placement Observation - Torque Testing / Proof Load Testing	2	4	8	\$139.00	\$1,112.00
Equipment Fee	2			\$74.00	\$148.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	2			\$70.00	\$140.00
Subtotal - Post Installed Anchors					\$1,400.00



STRUCTURAL STEEL

DESCRIPTION	DAYS	HRS/ DAY	HOURS / UNITS	RATE	EXTENSION
Shop Welding / Material Identification	1	8	8	\$179.00	\$1,432.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	1			\$70.00	\$70.00
Subtotal - Structural Steel					\$1,502.00

LABORATORY TESTING

DESCRIPTION	FREQUENCY	SETS/UNITS	RATE	EXTENSION
Tensile & Bend of Rebar #3-11	1 per material	2	\$195.00	\$390.00
Concrete Compressive Strength Test (Set of 5)	1 Set / 50 CY	6	\$180.00	\$1,080.00
Compaction Curves - Base Rock (6" Mold)	1 per material	1	\$336.00	\$336.00
Compaction Curves - Site Soils (4" Mold)	1 per material	1	\$336.00	\$336.00
Sieve Analysis of Fine & Coarse Aggregate (C136)	1 per sample	2	\$226.00	\$452.00
Sand Equivalent (ASTM D2419)	1 per sample	1	\$167.00	\$167.00
Plasticity Index of Soils (ASTM D4318)	1 per sample	1	\$290.00	\$290.00
R-Valaue	1 per sample	1	\$473.00	\$473.00
Durability Index	1 per sample	1	\$331.00	\$331.00
SUBTOTAL - LABORATORY TESTING				\$3,855.00

BSK SERVICES ADMINISTRATION

DESCRIPTION	HOURS/ UNITS	RATE	EXTENSION
Principal (Contract / Performance Oversight)	3	\$299.00	\$897.00
Registered Engineer (Review, support and reporting)	4	\$263.00	\$1,052.00
Project Manager (Field Oversight, Daily Report Review)	4	\$247.00	\$988.00
Administration (Data Processing, Report Prep., Field Coordination)	4	\$105.00	\$420.00



DESCRIPTION	HOURS/ UNITS	RATE	EXTENSION
DIR / CPR Reporting / Processing	3	\$300.00	\$900.00
Final Affidavit (DSA 291 Form)	1	\$375.00	\$375.00
SUBTOTAL - BSK SERVICES ADMINISTRATION			\$4,632.00



Special Inspection and Materials Testing Services
Meadow Homes Elementary School Modernization - Increment 2
1371 Detroit Avenue, Concord, CA 94520

BUDGET SUMMARY

	SERVICE	TOTAL
FIELD SERVICES		
	Earthwork / HMA	\$5,168.00
	Concrete	\$5,974.00
	Post Installed Anchors	\$1,400.00
	Structural Steel	\$1,502.00
MATERIALS LABORATORY TESTING		\$3,315.00
BSK SERVICE ADMINISTRATION		\$4,632.00
TOTAL BUDGET ESTIMATE		\$21,991.00



FIELD SERVICES

EARTHWORK / HMA

DESCRIPTION	DAYS	HRS/ DAY	HOURS / UNITS	RATE	EXTENSION
Drilled Pier Observation	1	8	8	\$159.00	\$1,272.00
Compaction Testing Technician	4	4	16	\$159.00	\$2,544.00
Soil Sampling	1	4	4	\$142.00	\$636.00
Nuclear Gauge Equipment Fee	4			\$74.00	\$296.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	6			\$70.00	\$420.00
Subtotal - Earthwork / HMA					\$5,168.00

CONCRETE

DESCRIPTION	DAYS	HRS/ DAY	HOURS / UNITS	RATE	EXTENSION
Rebar Sample and Tag (at fabricator)	2	4	8	\$139.00	\$1,112.00
Batch Plant Inspection	3	4	12	\$139.00	\$1,668.00
Concrete Sampling	3	4	12	\$139.00	\$1,668.00
Sample Pickup and Delivery	3	2	6	\$126.00	\$756.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	11			\$70.00	\$770.00
Subtotal - Concrete					\$5,974.00

POST INSTALLED ANCHORS

DESCRIPTION	DAYS	HRS/ DAY	HOURS / UNITS	RATE	EXTENSION
Placement Observation - Torque Testing / Proof Load Testing	2	4	8	\$139.00	\$1,112.00
Equipment Fee	2			\$74.00	\$148.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	2			\$70.00	\$140.00
Subtotal - Post Installed Anchors					\$1,400.00



STRUCTURAL STEEL

DESCRIPTION	DAYS	HRS/ DAY	HOURS / UNITS	RATE	EXTENSION
Shop Welding / Material Identification	1	8	8	\$179.00	\$179.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	1			\$70.00	\$70.00
Subtotal - Structural Steel					\$1,502.00

LABORATORY TESTING

DESCRIPTION	FREQUENCY	SETS/UNITS	RATE	EXTENSION
Tensile & Bend of Rebar #3-11	1 per material	2	\$195.00	\$390.00
Concrete Compressive Strength Test (Set of 5)	1 Set / 100 CY	3	\$180.00	\$540.00
Compaction Curves - Base Rock (6" Mold)	1 per material	1	\$336.00	\$336.00
Compaction Curves - Site Soils (4" Mold)	1 per material	1	\$336.00	\$336.00
Sieve Analysis of Fine & Coarse Aggregate (C136)	1 per sample	2	\$226.00	\$452.00
Sand Equivalent (ASTM D2419)	1 per sample	1	\$167.00	\$167.00
Plasticity Index of Soils (ASTM D4318)	1 per sample	1	\$290.00	\$290.00
R-Value	1 per sample	1	\$473.00	\$473.00
Durability Index	1 per sample	1	\$331.00	\$331.00
SUBTOTAL - LABORATORY TESTING				\$3,315.00

BSK SERVICES ADMINISTRATION

DESCRIPTION	HOURS/ UNITS	RATE	EXTENSION
Principal (Contract / Performance Oversight)	3	\$299.00	\$897.00
Registered Engineer (Review, support and reporting)	4	\$263.00	\$1,052.00
Project Manager (Field Oversight, Daily Report Review)	4	\$247.00	\$988.00
Administration (Data Processing, Report Prep., Field Coordination)	4	\$105.00	\$420.00



DESCRIPTION	HOURS/ UNITS	RATE	EXTENSION
DIR / CPR Reporting / Processing	3	\$300.00	\$900.00
Final Affidavit (DSA 291 Form)	1	\$375.00	\$375.00
SUBTOTAL - BSK SERVICES ADMINISTRATION			\$4,632.00



Special Inspection and Materials Testing Services
Mt. Diablo Elementary School Modernization - Increment 2
5880 Mt. Zion Drive, Clayton, CA, 94517

BUDGET SUMMARY

	SERVICE	TOTAL
FIELD SERVICES		
	Earthwork / HMA	\$5,168.00
	Concrete	\$5,974.00
	Post Installed Anchors	\$1,400.00
MATERIALS LABORATORY TESTING		\$3,315.00
BSK SERVICE ADMINISTRATION		\$4,632.00
TOTAL BUDGET ESTIMATE		\$19,217.00



FIELD SERVICES

EARTHWORK / HMA

DESCRIPTION	DAYS	HRS/ DAY	HOURS / UNITS	RATE	EXTENSION
Drilled Pier Observation	1	8	8	\$159.00	\$1,272.00
Compaction Testing Technician	4	4	16	\$159.00	\$2,544.00
Soil Sampling	1	4	4	\$159.00	\$636.00
Nuclear Gauge Equipment Fee	4			\$74.00	\$296.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	6			\$70.00	\$420.00
Subtotal - Earthwork / HMA					\$5,168.00

CONCRETE

DESCRIPTION	DAYS	HRS/ DAY	HOURS / UNITS	RATE	EXTENSION
Rebar Sample and Tag (at fabricator)	2	4	8	\$139.00	\$1,112.00
Batch Plant Inspection	3	4	12	\$139.00	\$1,668.00
Concrete Sampling	3	4	12	\$139.00	\$1,668.00
Sample Pickup and Delivery	3	2	6	\$126.00	\$756.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	11			\$70.00	\$770.00
Subtotal - Concrete					\$5,974.00

POST INSTALLED ANCHORS

DESCRIPTION	DAYS	HRS/ DAY	HOURS / UNITS	RATE	EXTENSION
Placement Observation - Torque Testing / Proof Load Testing	2	4	8	\$139.00	\$1,112.00
Equipment Fee	2			\$74.00	\$148.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	2			\$70.00	\$140.00
Subtotal - Post Installed Anchors					\$1,400.00



LABORATORY TESTING

DESCRIPTION	FREQUENCY	SETS/UNITS	RATE	EXTENSION
Tensile & Bend of Rebar #3-11	1 per material	2	\$195.00	\$390.00
Concrete Compressive Strength Test (Set of 5)	1 Set / 50 CY	3	\$180.00	\$540.00
Compaction Curves - Base Rock (6" Mold)	1 per material	1	\$336.00	\$336.00
Compaction Curves - Site Soils (4" Mold)	1 per material	1	\$336.00	\$336.00
Sieve Analysis of Fine & Coarse Aggregate (C136)	1 per sample	2	\$226.00	\$425.00
Sand Equivalent (ASTM D2419)	1 per sample	1	\$167.00	\$167.00
Plasticity Index of Soils (ASTM D4318)	1 per sample	1	\$290.00	\$290.00
R-Value	1 per sample	1	\$473.00	\$473.00
Durability Index	1 per sample	1	\$331.00	\$331.00
SUBTOTAL - LABORATORY TESTING				\$3,315.00

BSK SERVICES ADMINISTRATION

DESCRIPTION	HOURS/ UNITS	RATE	EXTENSION
Principal (Contract / Performance Oversight)	3	\$299.00	\$897.00
Registered Engineer (Review, support and reporting)	4	\$263.00	\$1,052.00
Project Manager (Field Oversight, Daily Report Review)	4	\$247.00	\$988.00
Administration (Data Processing, Report Prep., Field Coordination)	4	\$105.00	\$420.00
DIR / CPR Reporting / Processing	3	\$300.00	\$900.00
Final Affidavit (DSA 291 Form)	1	\$375.00	\$375.00
SUBTOTAL - BSK SERVICES ADMINISTRATION			\$4,632.00



BASIS FOR INVOICING, FEES, AND LIMITATIONS

BASIS FOR INVOICING:

The enclosed fee schedule includes the billing rates and charge schedule that will be used as our basis for invoicing.

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 **\$70,583.00**. 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.

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:

Client Accounts Payable

Company:	Mt. Diablo Unified School District		
Address:	1936 Carlotta Drive		
City, State, Zip:	Concord, CA 94519		
Contact Name:	Melanie Koslow	AP Contact:	
Contact Phone:	925-596-0446	AP Phone:	
E-Mail:	koslowm@mdusd.org	AP Email:	

Report Distribution

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

Building Department

Company:	Mt. Diablo Unified School District	Agency:	
Address:	Various Schools	Address:	
City, State, Zip:	Various Cities, CA	City, State, Zip:	
Contact Name:	Melanie Koslow	Contact Name:	
Contact Phone:	925-596-0446	Contact Phone:	
E-Mail:	koslowm@mdusd.org	E-Mail:	

Other

Other

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



DSA Projects

BSK uploads DSA project deliverables to DSA Box system as required by the Division of the State Architect and California Building Code. In order to provide this service, our firm must be properly listed on the DSA Form 102-IC for each project. Please inform your project team to include the information below for the Laboratory of Record.

Laboratory of Record LEA #32

License No. 59941

James Auser, PE

jauser@bskassociates.com

925.315.3151



AGREEMENT FOR SPECIAL INSPECTION & MATERIALS TESTING SERVICES

THIS AGREEMENT, effective as of 02/10/2025, is by and between Mt. Diablo Unified School District ("Client") and BSK Associates ("Company").

THIS PROJECT is generally described as:

Special Inspection and Materials Testing Services

Mt. Diablo USD Increment 2

and is located at:

Various Schools

Various Cities, CA ("Project Site")

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- PROPOSAL NO. C25000051, DATED February 10,2025
- GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES

Consultant agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	CLIENT:	COMPANY (BSK):
Signature		
Print Name:		
Title:		
Company:	Mt. Diablo Unified School District	BSK Associates
Address:	1936 Carlotta Drive	399 Lindbergh Avenue
	Concord, CA 94519	Livermore, CA 94551
Date:		



GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

1. DEFINITIONS

1.1 Certification. CONSULTANT's expression of a professional opinion based upon the **services** CONSULTANT performed. A certification does not constitute a warranty or guarantee, either express or implied.

1.2 Constructor. The **managing general constructor (MGC)** and other constructor(s), including its/their subcontracting constructors (**subconstructors**) of every tier, retained to perform construction **work** on the project for which CONSULTANT is providing **services** under this AGREEMENT.

1.3 CONSULTANT Entities. The CONSULTANT and its subconsultants, subcontractors, and agents, and all of their respective shareholders, directors, officers, employees, and agents, and their heirs and assigns.

1.4 Day(s). Calendar day(s) unless otherwise stated.

1.5 Hazardous Materials. Contaminants regulated by a public authority, typically because they are known or suspected to jeopardize human health and safety, through exposure of some kind, e.g., contact, inhalation, ingestion, absorption, or radiation. Such materials are listed in various federal, state, and local statutes and regulations. This also includes any toxic substances, chemicals, radioactivity, pollutants, or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever.

1.6 Inspect, Inspection. Visual determination of conformance with specific requirements.

1.7 Instruments of Professional Service. All documents and information – e.g., letters, memoranda, reports, boring logs, maps, field data, field notes, drawings and specifications, and **test** data – prepared by CONSULTANT in the course of the Services.

1.8 Managing General Constructor (MGC). The **constructor** that has overall responsibility for project-site activities, including site safety and security, and is in charge of all other **constructors** and subconstructors hired for the project.

1.9 Observation, Observe. On the basis of CONSULTANT's professional judgment, the act of visual evaluation or visually evaluating general conformance with requirements.

1.10 Services. The professional **services** provided by CONSULTANT under this AGREEMENT, including **services** described in the scope of **services** included in Exhibit A and any written task order or amendment to this AGREEMENT.

1.11 Subconstructor. A constructor hired by the **managing general constructor** or another **constructor** or **subconstructor**.

1.12 Test(s), Testing. Measurement, examination, and other activities to assess the characteristics or performance of materials.

1.13 Work. A **constructor's**, or subconstructor's, labor, materials, equipment, and constructed results.

2. ACCEPTANCE OF TERMS AND CONDITIONS

Unless otherwise specifically stated by CLIENT in writing, CLIENT's request that CONSULTANT initiate **Services** will constitute CLIENT's acceptance of this AGREEMENT and all of its terms and conditions. Any additional or different terms that CLIENT provides in any subsequent acknowledgment, purchase order, task order, or other document that vary from any of the terms herein are hereby objected to and rejected. Any such terms proposed by CLIENT, whether by offer or acceptance, shall be void unless CONSULTANT expressly agrees to them in writing.

3. SCOPE OF SERVICES

3.1 Services Provided; Independent Contractor. CONSULTANT will provide the **Services** set forth in the scope of **services** (Exhibit A) as an independent contractor.

3.2 Authority of CONSULTANT. CONSULTANT will report to CLIENT data and results of **Observation, Inspection, and Testing** as set forth in the scope of **services** (Exhibit A). CONSULTANT will report to CLIENT or CLIENT's representative **Observed** or **Inspected** work that, in CONSULTANT's opinion, fails to conform to project plans and specifications. CONSULTANT has no right or responsibility to approve, accept, reject, or stop **Work** of any **Constructor, Subconstructor**, or other agent of CLIENT. No action of CONSULTANT or CONSULTANT's site representative(s) shall be construed by any party as revoking, altering, enlarging, relaxing, or releasing any

{04147484.DOCX;1 }

requirement of the plans, specifications, or codes applicable to the project or any agreement between CLIENT and others. Such rights are reserved solely for CLIENT.

3.3 Referenced Standards. CONSULTANT will perform **Observations, Inspections, and Tests**, in general accordance with the applicable standards referenced by CONSULTANT. CONSULTANT makes no representation about compliance with any other standards.

3.4 Variation of Material Characteristics and Conditions. CONSULTANT's **Observations** and standardized sampling, **Inspection**, and **Testing** procedures indicate conditions of materials and construction activities only at the precise location where and precise time when CONSULTANT performed **Services**. CLIENT recognizes that conditions of materials and construction activities at other locations may vary from those measured, **Observed**, or **Inspected**, and that conditions at one location and time cannot be relied on to indicate the conditions at other locations and times, even when the materials involved appear to be identical. Notwithstanding the foregoing, CONSULTANT may make inferences based upon the information derived from these procedures to formulate professional opinions about conditions in other areas. CONSULTANT is responsible only for those data, interpretations, and recommendations about the actual materials and construction activities it **Observes, Inspects**, samples, or **Tests**. Even if performed on a continuous basis, **Services** do not and should not be interpreted to mean that CONSULTANT is **Observing, Inspecting**, or **Testing** all materials on the project. CONSULTANT is not responsible for other parties' interpretations or use of the information CONSULTANT developed.

3.5 Scheduling and Frequency of Observations, Inspections, and Testing. CLIENT acknowledges that CLIENT – directly or indirectly through its designee – has the sole right and sole responsibility to determine the extent, frequency, and scheduling of **Observations, Inspections, and Testing** performed by CONSULTANT. Accordingly, CLIENT also acknowledges that CONSULTANT bears no responsibility for damages that may accrue because CONSULTANT did not perform **Observations, Inspections, or Testing** that CLIENT failed to request or schedule.

3.6 Changes in Scope. CLIENT may request changes to the scope of **Services** (Exhibit A). Any such change, including any change in CONSULTANT's compensation or time of performance, will be incorporated into this AGREEMENT only when it takes the form of a written amendment signed by CLIENT and CONSULTANT or, if agreed to orally, only when it is confirmed by CLIENT and CONSULTANT in writing within 10 **Days** of the date of the oral agreement.

3.7 Excluded Services. CONSULTANT's **Services** include only those **Services** specified in the scope of **Services** (Exhibit A). CLIENT expressly waives any claim against CONSULTANT relating to any additional **Services** that CONSULTANT recommended, but that CLIENT either failed to authorize or instructed CONSULTANT to not perform.

3.8 Fiduciary Responsibility. This AGREEMENT does not create a fiduciary responsibility to CLIENT by CONSULTANT or to CONSULTANT by CLIENT.

4. PAYMENTS TO CONSULTANT

CLIENT agrees to pay CONSULTANT for **Services** rendered in accordance with the payment terms provided in this Agreement and/or any written amendments hereto. Invoices will be submitted at the completion of **Services** or on a two-week or four-week basis, at the discretion of Consultant. Payment is due upon receipt of invoice. Amounts unpaid 30 days after the due date shall bear interest at the lesser rate of 18% per annum or the maximum interest rate allowed by law from the date of the invoice. CLIENT shall pay all expenses incurred by CONSULTANT associated with placing a lien or otherwise incurred in collecting any delinquent amount, including, without limitation attorneys' and filing fees. CLIENT shall pay all costs of CONSULTANT in enforcing its rights hereunder, including, without limitation, attorneys' and filing fees and expenses.

5. PERFORMANCE STANDARD

5.1 Professional Standards. CONSULTANT shall, in performing its **Services**, exercise the same degree of skill and care ordinarily exercised under similar circumstances and conditions by practicing professionals undertaking similar services in the same locality at the same time. Subsequent standards will not be applied in judging CONSULTANT's **Services**. CLIENT agrees that the **Services** will be rendered without any warranty or guarantee, whether expressed or implied. CONSULTANT will not be liable for the interpretation by others of data or information CONSULTANT develops. CONSULTANT's **Services** do not constitute **Observing, Inspecting**, or verifying placement of all materials of the project.

5.2 Sampling, Observation, Inspection, and Test Locations. Unless specifically stated otherwise, the scope of **Services** (Exhibit A) intentionally excludes surveying the project site or precisely identifying sampling, **Observation, Inspection**, or **Test** locations, depths, or elevations. In accordance with customary practice, CONSULTANT will base sampling, **Observation, Inspection**, and **Test** locations, depths, and elevations on field estimates and information furnished by CLIENT and its representatives. Unless stated otherwise in CONSULTANT's report(s), such locations, depths, and elevations are approximate.

5.3 Sample Disposal. CONSULTANT will dispose of samples immediately after submitting the report covering those samples. If CLIENT prefers CONSULTANT to store samples for a longer period or transfer them to another

party, CLIENT shall submit to CONSULTANT a timely written notice through which CLIENT also agrees to appropriately compensate CONSULTANT for the additional service.

5.4 Buried Utilities and Structures; Property/Work Restoration. If the **Services** require borings, test pits, or other invasive subsurface-exploratory **Services**, CLIENT will provide to CONSULTANT all information it possesses about the location and nature of underground utilities and structures. To reduce the risk of damage or injury to underground utilities and structures, CONSULTANT will rely on CLIENT-furnished information and will also contact an appropriate utility locator. CLIENT agrees to hold CONSULTANT harmless for any damage to underground utilities or structures that are not called to CONSULTANT's attention or that are shown incorrectly on plans or drawings furnished for the purpose of locating such utilities and structures. CONSULTANT will take reasonable precautions to limit the damage to the project site or **Work** caused by the performance of its **Services**. CLIENT understands that some damage may necessarily occur in the normal course of performing **Services**, and that this AGREEMENT excludes repair of such damage unless specifically stated otherwise in the scope of **Services** (Exhibit A) or via a subsequent amendment to this AGREEMENT.

6. CONSTRUCTOR'S PERFORMANCE

CONSULTANT is not responsible for any **Constructors'** means, methods, techniques, or sequences during the performance of any **Constructor's Work**. CONSULTANT will not supervise or direct any **Constructors' Work** nor be liable for any failure of **Constructor** to complete its **Work** in accordance with the project's plans, specifications, and/or applicable codes, laws, and regulations. CLIENT understands and agrees that the **Constructor**, not CONSULTANT, has sole responsibility for the safety and security of persons and property at the project site.

7. CLIENT'S RESPONSIBILITIES

In addition to compensating CONSULTANT for **Services**, CLIENT agrees to:

7.1 Access. Grant or obtain free access to the project site for all equipment and personnel necessary for CONSULTANT to perform its **Services**.

7.2 Representative. Designate a representative to transmit notices and information pertaining to the **Services**, communicate CLIENT's policies and decisions, and assist as necessary in matters pertaining to the project and this AGREEMENT. CLIENT may change its representative by written notice.

7.3 Information. Supply to CONSULTANT all information and documents relevant to the **Services**. CONSULTANT may rely upon such information without independently verifying its accuracy. CLIENT will notify CONSULTANT of any known potential or possible health or safety hazard associated with the materials to be **Tested**, including their intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous **Test** results.

7.4 Project Information. Within **7 Days** of receiving CONSULTANT's written request to do so, CLIENT will provide to CONSULTANT a correct statement of the recorded legal title to the property on which the project is located and the CLIENT's and/or owner's interest therein.

8. CHANGED CONDITIONS

CONSULTANT will give to CLIENT written notice of CONSULTANT's discovery of conditions or circumstances CONSULTANT did not contemplate at the time of this AGREEMENT ("changed conditions"). CLIENT and CONSULTANT will then negotiate an appropriate amendment to this AGREEMENT. If they cannot agree upon an amendment within **30 Days** after CONSULTANT gives notice, CONSULTANT may terminate this AGREEMENT and be compensated as set forth in Section 13, "Suspension and Delay; Termination."

9. CERTIFICATIONS

CONSULTANT will not execute any **Certification** for the **Services** performed or **Work Observed, Inspected, or Tested**, unless CONSULTANT has reviewed before execution of this AGREEMENT and approved in writing the exact form of such **Certification**. CLIENT will not condition payment or the resolution of any dispute upon CONSULTANT's signing a **Certification**.

10. ALLOCATION OF RISK

10.1 Limitation of Liability. Client and Consultant agree to allocate certain risks so that, to the fullest extent permitted by law, Consultant's total aggregate liability (including its shareholders, directors, officers, employees and agents (collectively "Consultant Entities")) to Client and anyone claiming by, through, or under the Client, is limited to the greater of \$50,000 or Consultant's fees actually paid with respect to this Agreement, for any and all of Client's injuries, damages, claims, losses, expenses, costs, or claim expenses (including reasonable attorneys' and expert witness' fees) arising out of this Agreement from any cause or causes. Such causes may include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of express or implied warranty, contractual or common law indemnification, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. This provision takes precedence over any conflicting provisions of this Agreement.

10.2 Indemnification of CLIENT. Subject to the terms and limitations of this AGREEMENT, CONSULTANT will indemnify and hold harmless CLIENT, its shareholders, officers, directors, and employees, from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reimbursement of reasonable attorney's fees and defense costs), and other losses (collectively "Losses") to the extent caused by CONSULTANT's proportional negligence in performance of this AGREEMENT. CONSULTANT's defense obligation under this indemnity paragraph is expressly limited to the reimbursement of reasonable defense costs to the extent of CONSULTANT's actual indemnity obligation hereunder.

10.3 Indemnification of CONSULTANT. CLIENT will indemnify and hold harmless **CONSULTANT Entities** from and against any and all Losses except to the extent caused by CLIENT's proportional negligence. In addition, except to the extent caused by CONSULTANT's negligence, CLIENT will defend, indemnify, and hold harmless **CONSULTANT Entities** from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment, or transportation of **Hazardous Materials**, or the exposure of any person to **Hazardous Materials**, or the degradation of the environment due to the presence, discharge, disposal, or release of or exposure to **Hazardous Materials**.

10.4 No Personal Liability. CLIENT and CONSULTANT intend that CONSULTANT's **Services** will not subject CONSULTANT's individual employees, officers, or directors to personal liability. Therefore, and notwithstanding any other provision of this AGREEMENT, CLIENT agrees as its sole and exclusive remedy to direct or assert any claim, demand, or suit only against the business entity identified as "CONSULTANT" on the first page of this AGREEMENT.

10.5 Consequential Damages. Neither CLIENT nor CONSULTANT will be liable to the other for any special, consequential, incidental, or penal losses or damages, including, but not being limited to, losses, damages, or claims related to: the unavailability of property or facilities; shut-downs or service interruptions; loss of use, profits, revenue, or inventory; or for use charges, capital costs, or the cost of the claims of the other party and/or its customers.

10.6 Deviation from Recommendations. Unless specifically agreed otherwise in writing, CLIENT agrees that CONSULTANT bears no responsibility for ensuring CLIENT's or any other party's compliance with any specifications, procedures, or recommendations provided by CONSULTANT to CLIENT under this AGREEMENT (collectively, "Recommendations"). CLIENT hereby releases CONSULTANT from all liability arising from any other party's failure to fully comply with Recommendations, and CLIENT will defend, indemnify, and hold harmless CONSULTANT from any party's claims for losses arising from or related to CLIENT's or any other party's failure to fully comply with Recommendations.

10.7 Continuing AGREEMENT. The provisions of this Section 10, "Allocation of Risk," will survive the expiration or termination of this AGREEMENT. If CONSULTANT provides **Services** to CLIENT that the parties do not confirm through execution of a written amendment to this AGREEMENT, provisions of this Section 10 will apply to such services as if the parties had executed a written amendment.

11. INSURANCE

11.1 CONSULTANT's Insurance. If reasonably available, CONSULTANT will maintain Workers' Compensation Insurance, General Liability Insurance, Automobile Liability Insurance, and Professional Liability Insurance. If CLIENT desires additional insured status for itself or other named entities, CONSULTANT will evidence such additional insured status when commercially available.

11.2 CLIENT's Insurance. As appropriate, CLIENT will obtain builder's risk insurance or other property insurance to protect it from injury or damage to the project, and which waives all rights of subrogation against CONSULTANT. Proceeds from such insurance will be held by CLIENT as trustee and will be payable to CONSULTANT as its interests appear.

11.3 Certificates of Insurance. Upon request, CONSULTANT and CLIENT will each provide to the other certificate(s) of insurance evidencing the existence of the policies required herein. Except for professional liability and workers' compensation insurance, all policies required under this AGREEMENT shall contain a waiver of subrogation.

12. OWNERSHIP AND USE OF CLIENT DOCUMENTS AND INSTRUMENTS OF PROFESSIONAL SERVICE

12.1 CLIENT Documents. All documents provided by CLIENT will remain CLIENT's property. CONSULTANT will return all such documents to CLIENT upon CLIENT's request. CLIENT will permit CONSULTANT to make and retain copies of all CLIENT documents.

12.2 Instruments of Professional Service. Except as otherwise agreed to by CLIENT and CONSULTANT, **Instruments of Professional Service** are and shall remain CONSULTANT's property, and CONSULTANT has the right, in its sole discretion, to dispose of or retain the **Instruments of Professional Service**. CLIENT will not provide **Instruments of Professional Service** to any other person or entity without CONSULTANT's prior written consent.

12.2.1 Use by CLIENT. CLIENT has CONSULTANT's permission to reuse CONSULTANT's **Instruments of Professional Service** for purposes reasonably connected with this project, including, without limitation, the project's design and licensing requirements.

12.2.2 *Use by CONSULTANT.* CONSULTANT may use CONSULTANT's **Instruments of Professional Service** for any purpose. CONSULTANT owns any patentable concepts or copyrightable materials arising from CONSULTANT's **Services**.

12.3 *Electronic Media.* At CLIENT's request, CONSULTANT will provide **Instruments of Professional Service** to CLIENT in an electronic format, but CLIENT recognizes that CONSULTANT makes no warranties, either express or implied, about the fitness or suitability of any electronically transmitted **Instruments of Professional Service** or media. CLIENT agrees that CONSULTANT's original, hard-copy **Instruments of Professional Service** remain the actual **Instruments of Professional Service**.

12.4 *Unauthorized Use.* No party other than CLIENT may rely on CONSULTANT's **Instruments of Professional Service** without CONSULTANT's prior written consent and CONSULTANT's receipt of additional compensation. CLIENT waives any and all claims against CONSULTANT resulting from the unauthorized use or alteration of **Instruments of Professional Service** by CLIENT or any party obtaining **Instruments of Professional Service** through CLIENT. CLIENT will defend, indemnify, and hold harmless CONSULTANT from and against any claim, action, or proceeding brought by any party claiming to have relied upon information or opinions contained in **Instruments of Professional Service** without having obtained CONSULTANT's prior written consent to do so, and any claim arising out of or related to the unauthorized use, reuse, or modification of the **Instruments of Professional Service** by CLIENT or any party obtaining them through CLIENT.

12.5 *Confidentiality.* CONSULTANT will hold confidential business and technical information obtained from CLIENT or CLIENT's representatives or generated in the performance of the **Services** under this AGREEMENT and first identified in writing by CLIENT as "confidential." CONSULTANT will not disclose such information without the consent of CLIENT except to the extent required for: 1) performance of **Services** under this AGREEMENT; 2) compliance with professional or ethical standards of conduct for preservation of public health, safety, and welfare; 3) compliance with any court order or other government directive; and/or 4) protection of CONSULTANT against claims or liabilities arising from performance of **Services** under this AGREEMENT. CONSULTANT's obligation hereunder will not apply to information in the public domain or lawfully acquired from others on a nonconfidential basis.

13. SUSPENSION AND DELAY; TERMINATION

13.1 *Suspension and Delay.* Upon 10 **Days'** written notice to CONSULTANT, CLIENT may suspend CONSULTANT's **Services**. Upon 10 **Days'** written notice to CLIENT, CONSULTANT may terminate this AGREEMENT if CLIENT suspends the **Services** for more than 60 **Days**, in which case CLIENT will compensate CONSULTANT as provided in Section 13.4. If CLIENT suspends the **Services**, or if CLIENT or others delay CONSULTANT's **Services**, CLIENT and CONSULTANT agree to equitably adjust the time for completion of the **Services** and CONSULTANT's compensation for the additional labor, equipment, and other expenses associated with maintaining CONSULTANT's workforce for CLIENT's benefit during the delay or suspension, and any expenses incurred by CONSULTANT for demobilization and subsequent remobilization.

13.2 *Termination for Convenience.* CONSULTANT and CLIENT may terminate this AGREEMENT for convenience upon 10 **Days'** written notice delivered or mailed to the other party.

13.3 *Termination for Cause.* In the event that either party seemingly breaches this AGREEMENT, the nonbreaching party will deliver to the breaching party a written termination notice that states the basis for termination. Neither party may terminate this AGREEMENT for cause if the breaching party cures the breach within 10 **Days** after receiving the termination notice. The nonbreaching party has the right to terminate this AGREEMENT if the breaching party fails to cure the breach within the 10-**Day** period.

13.4 *Payment on Termination.* Following termination other than for CONSULTANT's breach of this AGREEMENT, CLIENT will pay CONSULTANT for the **Services** performed prior to the termination-notice date, and for any necessary **Services** and expenses incurred in connection with the termination, including, but not limited to, the costs of completing analyses, records, and reports necessary to document project status at the time of termination and costs associated with termination of subconsultant and/or subcontractor contracts in accordance with CONSULTANT's then-current schedule of charges in Exhibit A.

13.5 *Force Majeure.* In the event that CONSULTANT is prevented from completing performance of its obligations under this AGREEMENT by an occurrence beyond the control of CONSULTANT ("*Force Majeure*"), then CONSULTANT will be excused from any further performance of its obligations and undertakings. In the event of a *Force Majeure* delay that does not result in termination of the AGREEMENT, schedules will be equitably adjusted.

14. DISPUTES

CLIENT and CONSULTANT shall endeavor to negotiate all claims, disputes, and other matters in controversy between CONSULTANT and CLIENT arising out of or in any way related to this AGREEMENT in good faith for a period of 30 days from the date of notice, prior to exercising their rights at law. If the parties fail to resolve the dispute within 30 days, all claims, disputes, and other matters will be submitted to non-binding mediation before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the **Services** provided under this AGREEMENT and that dispute requires litigation, then: (a) CLIENT assents to personal jurisdiction in the State of

California; and **(b)** The claim will be brought and tried in judicial jurisdiction of the court of Fresno County and CLIENT waives the right to remove the action to any other county or judicial jurisdiction.

Causes of action arising out of CONSULTANT's **Services** or this AGREEMENT regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of CONSULTANT's substantial completion of **Services** on the **Project**.

15. MISCELLANEOUS

15.1 Assignment and Subcontracts. During the term of this AGREEMENT and following its expiration or termination for any reason, neither party may assign this AGREEMENT or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. CONSULTANT may subcontract for the services of others without obtaining CLIENT's consent if CONSULTANT deems it necessary or desirable for others to perform certain **Services**.

15.2 Integration and Severability. This AGREEMENT reflects the parties' entire agreement with respect to its terms and limitations and supersedes all prior agreements, written and oral. If any portion of this AGREEMENT is found void or voidable, CLIENT and CONSULTANT will consider that portion stricken and will reform the AGREEMENT to achieve as much of the stricken portions' purpose as possible. These terms and conditions survive the completion of the **Services** and the termination of the AGREEMENT, whether termination is for cause or for convenience.

15.3 Modification of This AGREEMENT. This AGREEMENT may be modified or altered only via a written amendment that refers specifically to this AGREEMENT and is signed by an authorized representative of each party.

15.4 Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand-delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this AGREEMENT.

15.5 Headings. The headings used in this AGREEMENT are for convenience only. They are not a part of this AGREEMENT.

15.6 Waiver. The waiver of any term, condition, or breach of this AGREEMENT will not operate as a subsequent waiver of the same term, condition, or breach.

15.7 Precedence. These GENERAL CONDITIONS take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding CONSULTANT's **Services**.

15.8 Incorporation of Provisions Required by Law. This AGREEMENT includes each provision and clause required by law, and the AGREEMENT should be read and enforced as though each such provision and clause were set forth in its entirety.

End of General Conditions

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

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	\$	299.00	Seismic GIS \$ 231.00
Senior Professional	\$	263.00	GIS Specialist \$ 200.00
Project Professional II	\$	247.00	Information Specialist II \$ 189.00
Project Professional I	\$	210.00	Information Specialist I \$ 168.00
Staff Professional II	\$	184.00	CAD \$ 126.00
Staff Professional I	\$	163.00	Litigation support 1.5x standard rate
Project Administrator	\$	116.00	Deposition / Trial 2.0x standard rate
Administrative Assistant / Clerical	\$	105.00	

TECHNICAL STAFF - FIELD AND LABORATORY (NON-PREVAILING WAGE)			
Non-Destructive Inspection/Testing	\$	173.00	<u>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</u>
Special Inspector	\$	147.00	Field Work from 0 to 4 hours Bill 4 hours
Engineering Technician	\$	142.00	Field Work from 4 to 8 hours Bill 8 hours
Technician	\$	137.00	Field Work over 8 hours / Saturdays Bill time and a half
Ground Penetrating Radar Scanning Technician	\$	331.00	Sundays, holidays and over 12 hours Bill double time
Core Drilling Technician	\$	257.00	Night Shift (Shift commencing after 2pm / before 4am) Base Rate x 12.5%
Floor Flatness Testing Technician	\$	221.00	Show-up time (no work performed) Bill 2 hours
Sample Pickup / Transportation / Delivery	\$	126.00	Sampling or cylinder pickup, minimum charge Bill 2 hours
Laboratory Technician	\$	137.00	

NORTHERN CA PREVAILING WAGE LABOR RATES			
Group 1 - Special inspector	\$	189.00	<u>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</u>
Group 2 - Special Inspector	\$	179.00	Field Work from 0 to 4 hours Bill 4 hours
Group 3 - Engineering Technician	\$	159.00	Field Work from 4 to 8 hours Bill 8 hours
Group 3 - Geotechnical Professional	\$	194.00	Field Work over 8 hours / Saturdays Bill time and a half
Group 3 - Environmental Professional	\$	194.00	Sundays, holidays and over 12 hours Bill double time
Group 4 - Technician	\$	139.00	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	\$	196.00	<u>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</u>
Group 1 - Environmental Professional	\$	196.00	Field Work from 0 to 4 hours Bill 4 hours
Group 1 - Technician	\$	169.00	Field Work from 4 to 8 hours Bill 8 hours
Group 2 - Special Inspector	\$	179.00	Field Work over 8 hours / Saturdays Bill time and a half
Group 3 - Non-Destructive Testing (NDT)	\$	189.00	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)	\$ 550.00

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

SOFTWARE AND EQUIPMENT

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

ANALYSIS SOFTWARE USAGE FEES			
gINT (software)	\$ 68.00	Slide (software)	\$ 133.00
LPIle (software)	\$ 68.00	Settle3D (software)	\$ 133.00
APile (software)	\$ 68.00	Cpet-IT (software)	\$ 68.00
SHAFT (software)	\$ 68.00	LiqSVs (software)	\$ 68.00
GROUP (software)	\$ 133.00	ArcGIS (software)	\$ 68.00
Cliq (software)	\$ 68.00	Surfer (software)	\$ 68.00
LiquefyPro (software)	\$ 68.00	Seep/W (software)	\$ 133.00
LiqIT (software)	\$ 68.00		

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

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

MATERIALS LABORATORY TESTS

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

SOILS & AGGREGATES			
Modified or Standard Proctor - 4" or 6" Mold (ASTM / AA'	\$ 336.00	% Crushed Particles / Fractured Particles (CT 205/AASHTO T335)	\$ 218.00
Proctor with Oversize Material (ASTM / AASHTO)	\$ 420.00	% Flat & Elongated (ASTM D4791)	\$ 167.00
Proctor Check Point (All Methods)	\$ 180.00	Minus 200 Wash/Aggregate (ASTM C117)	\$ 110.00
Caltrans Maximum Wet Density (CT 216)	\$ 284.00	Sieve Analysis w/ Wash (ASTM C136 / CT 202 / AASHTO T27)	\$ 226.00
Minus 200 Wash Soil (ASTM D1140)	\$ 110.00	Sieve Analysis - Coarse Only (ASTM C136 / CT 202 / AASHTO T27)	\$ 110.00
Moisture Content of Soils (ASTM D2216)	\$ 47.00	Coarse Specific Gravity / Absorption (ASTM C127/CT 206/AASHTO T85)	\$ 210.00
Plasticity Index (ASTM D4318)	\$ 290.00	Fine Specific Gravity / Absorption (ASTM C128/CT 207/AASHTO T84)	\$ 210.00
Expansion Index of Soils (UBC No. 29)	\$ 311.00	Sand Equivalent (ASTM D2419 / CT 217 / AASHTO T176)	\$ 167.00
Collapse Potential of Soils (ASTM D2435)	\$ 270.00	Durability Index (CT 229)	\$ 331.00
Organic Impurities (ASTM C40 / CT 213)	\$ 110.00	Abrasion by LA Rattler, Large Size (ASTM C131/CT 211/AASHTO T96)	\$ 378.00
Tube Density & Moisture Content of Soil (ASTM D2216, D	\$ 57.00	Abrasion by LA Rattler, Small Size (ASTM C131/CT 211/AASHTO T96)	\$ 311.00
Visual Classification (ASTM D2488)	\$ 57.00	Cleanliness Value of Aggregate (CT 227)	\$ 238.00
Hydrometer (ASTM D422 / CT 203)	\$ 315.00	Aggregate Wt pcf Compacted (ASTM C 29)	\$ 117.00
Double Hydrometer (ASTM D4221)	\$ 414.00	Gradation-Rip Rap - Per Sieve (D5519-Method A)	\$ 298.00
Uncompacted Void Content (CT 234 / AASHTO T304)	\$ 147.00	Sodium Sulfate Soundness-Min. Charge (ASTM C88/CT 214/AASHTO T	\$ 462.00
Sand Density Calibration (ASTM D1566)	\$ 231.00	Sodium Sulfate Soundness-Per Sieve (ASTM C88/CT 214/AASHTO T104	\$ 147.00
Minimum Resistivity of Soils (CT 643)	\$ 186.00	R-Value of Soils (CT 301)	\$ 473.00
Consolidation (ASTM D2435) w/ 2 Time Rates	\$ 553.00	Soil Cement Compression - Set (ASTM D1633)	\$ 315.00
Consolidation (ASTM D2435) w/ No Time Rates	\$ 368.00	CIR / FDR Compressive Strength Testing - Set	\$ 315.00
Unconfined Compressive Strength, Soil (ASTM D2166)	\$ 147.00	CIR / FDR Sample Preparation / Compaction	\$ 289.00
Remolded Consolidation (ASTM D2435)	\$ 468.00	CBR (ASTM D1883/AASHTO T-180)	\$1,313.00
Minimum Index Density Soils (ASTM D4254)	\$ 91.00	Preparation of Soil-Cement Samples	\$ 994.00
Direct Shear Remolded (ASTM D3080)	\$ 347.00	Soluble Sulfate Chloride & Sulfide	\$ 172.00
Direct Shear (ASTM D3080)	\$ 290.00	pH Sulfate & Chloride	\$ 87.00
Remolded Direct Shear (ASTM D3080)	\$ 347.00	% Lumps/Friable Particles (ASTM C142)	\$ 107.00
Remolded Flexwall Perm (ASTM D5084)	\$ 739.00	% Organics in Soil (ASTM D2974)	\$ 181.00
HOT MIX ASPHALT			
JMF Mix Design, Superpave / Caltrans	\$11,838.00	Bitumen Content - Ignition (ASTM D6307 / CT382 / AASHTO T308)	\$ 296.00
JMF Verification - HMA - Superpave / Caltrans	\$6,860.00	Oil Content Correction Factor (ASTM D6307 / CT 382 / AASHTO T308)	\$ 689.00
JMF Production Startup - Superpave / Caltrans	\$6,382.00	Gradation from Extraction (ASTM D5444 / AASHTO T30)	\$ 180.00
RAP Material Testing - Additional Fee	\$ 830.00	Bulk Specific Gravity (CT308 / AASHTO T275 / ASTM D2726)	\$ 84.00
Rubberized RHMA Material - Additional Fee	\$1,915.00	HMA Theo. Max Density Rice Method (ASTM D2041 / CT 309 / AASHTO	\$ 331.00
JMF Mix Design, HVEEM	\$4,095.00	Volumetric Calculations (VMA, VFA, DP, AV, Eff. Calcs)	\$ 70.00
JMF Mix Design, Marshall	\$4,858.00	Moisture Content of Asphalt (CT 370 / AASHTO T329)	\$ 87.00
Open Graded Asphalt Optimum Bitumen Content (CT 368	\$2,924.00	Film Stripping	\$ 117.00
Gyratory Compaction - Set of 3 (AASHTO T312)	\$ 442.00	Compaction/Preparation of HMA Briquette (CT 304)	\$ 290.00
Hamburg Wheel Track (AASHTO T324)	\$2,625.00	Stabilometer Value - Set of 3 (CT366)	\$ 368.00
Tensile Strength Ratio (CT 371 / AASHTO T283)	\$1,449.00	Lab Mixed TSR - Moisture Induced Damage (AASHTO T283 / CT 371)	\$1,943.00
Marshall Maximum Density (ASTM D6926)	\$ 386.00	Calculated AC Maximum Density (CT 367)	\$ 131.00
Marshall Stability & Flow (ASTM D6927)	\$ 331.00	Thickness Determination of AC Cores	\$ 28.00
CONCRETE & MASONRY			
Compression Test Concrete - Per Cylinder (ASTM C39)	\$ 37.00	Flexural Test per Beam (ASTM C78 / CT 523)	\$ 118.00
Compression Test Concrete - Set of 4/5 (ASTM C39)	\$ 180.00	Linear Shrinkage - Set of 3 (ASTM C157)	\$ 525.00
Compression Test of Core (ASTM C42)	\$ 80.00	Unit Weight Lt Wt Concrete (ASTM C567)	\$ 74.00
Compressive Strength of Shotcrete Panel	\$ 420.00	Splitting Tensile Strength of Concrete (ASTM C496)	\$ 158.00
Compression Test Composite CMU Prism (1)	\$ 218.00	Compressive Strength CMU Block (ASTM C140)	\$ 252.00
Compression Test Grout (Set of 4)	\$ 159.00	Comp. Strength, SG, & Abs. of CMU - Per Block (ASTM C140)	\$ 290.00
Compression Test Mortar (Set of 3)	\$ 145.00	Masonry Linear Shrinkage (ASTM C426)	\$ 532.00
		Masonry Core Shear Test (Title 24)	\$ 248.00
METALS & FIREPROOFING			
Tensile & Bend of Rebar #3-11	\$ 195.00	Brinell Hardness of Steel (ASTM E10)	\$ 131.00
Slip and Tensile Rebar Couplers (CT 670)	\$ 284.00	Rockwell Hardness of Steel (ASTM E18)	\$ 131.00
Bolt Proof & Ultimate Load	\$ 187.00	Face Bend of Steel Coupon	\$ 80.00
Bolt Hardness - Set of 3	\$ 131.00	Root Bend of Weld Coupon	\$ 80.00
Nut Proof Load - Set of 3	\$ 187.00	Side Bend of Weld Coupon	\$ 80.00
Nut Hardness - Set of 3	\$ 131.00	Tensile Test of Steel Coupon	\$ 110.00
Washer Hardness - Set of 3	\$ 131.00	Bend Test of Steel Coupon	\$ 95.00
Dry Density Fireproofing (ASTM E605)	\$ 125.00	Adhesion / Cohesion Fireproofing Materials	\$ 167.00