

AGREEMENT
FOR PROFESSIONAL TESTING AND INSPECTION SERVICES
WITH BSK ASSOCIATES

This Agreement is made and entered into this 19 day of January, 2022, by and between the CITY OF SAN RAFAEL (hereinafter "CITY"), and BSK ASSOCIATES, a Corporation authorized to do business in California (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the **CITY** requires professional services for materials testing and special inspection services AND geotechnical testing and inspection services related to phase 2 essential facilities projects; and

WHEREAS, the **CONSULTANT** has agreed to render such services.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** Fabiola Guillen-Urfer is hereby designated the PROJECT MANAGER for the CITY and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. Timothy Rodriguez is hereby designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the CONSULTANT shall notify the CITY within ten (10) business days of the substitution.

2. **DUTIES OF CONSULTANT.**

CONSULTANT shall perform the duties and/or provide services as outlined in CONSULTANT's proposal dated December 9, 2021, marked as Exhibit A, attached hereto and incorporated herein, summarized on page 5, in the second full paragraph therein as the "basic scope of services" for Fire Station 54 and Fire Station 55 and the "optional scope of services" for GEOR Services-Alternative.

3. DUTIES OF CITY.

CITY shall pay the compensation as provided in Paragraph 4, and perform the duties as follows outlined in Exhibit A.

4. COMPENSATION.

For the full performance of the services described herein by CONSULTANT, CITY shall pay CONSULTANT on a time and materials and on-call basis for services rendered in accordance with the rates shown in Exhibit A, summarized as \$84,170 for Fire Station 54; \$55,854 for Fire Station 55; and \$5,720 for the "optional scope of services" for GEOR Services-Alternative in the amount of \$5,720, for a total not-to-exceed amount of \$145,744.

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by CONSULTANT.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for 18 months commencing upon date of execution of this agreement. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for an additional period of up to 18 months.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all CITY documents or materials provided to CONSULTANT and any and all of CONSULTANT's documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to CITY as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the CONSULTANT in connection with the performance of its duties under this Agreement, shall be the sole property of CITY. CITY may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONSULTANT** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers,

agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT'S** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the PROJECT MANAGER and City Attorney and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option,

the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONSULTANT** shall provide to the PROJECT MANAGER or **CITY'S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONSULTANT'S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT's** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT's** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT'S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable

(collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS.

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

CITY and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO **CITY**'s Project Manager:

Fabiola Guillen-Urfer
City of San Rafael
111 Morpew Street
San Rafael, CA 94901

TO **CONSULTANT**'s Project Director:

Timothy Rodriguez, Northern Regional
Manager

BSK Associates
399 Lindbergh Avenue
Livermore, CA 94551

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation

by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

23. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

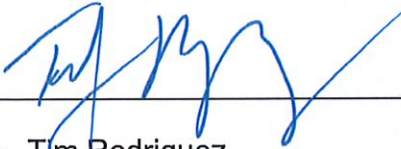
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL



JIM SCHUTZ, City Manager

CONSULTANT

By: 

Name: Tim Rodriguez
Title: Chief Operating Officer

ATTEST:

for 


LINDSAY LARA, City Clerk

APPROVED AS TO FORM:

for 

ROBERT F. EPSTEIN, City Attorney

[If CONSULTANT is a corporation, add signature of second corporate officer]

By: 

Name: Sandy Hakala
Title: Chief Financial Officer



399 Lindbergh Avenue
Livermore CA 94551
P 925.315.3151
www.bskassociates.com

December 9, 2021

BSK Proposal CL21-22265

A. Fabiola Guillen-Urfer
Sr. Project Manager
City of San Rafael, Department of Public Works
Fabiola.GuillenUrfer@cityofsanrafael.org

**SUBJECT: Proposal for Materials Testing & Special Inspection Services
and Geotechnical Inspection Services
City of San Rafael Essential Facilities Projects, Fire Station 54 and Fire Station 55
San Rafael, California**

Dear Ms. Guillen-Urfer:

As requested, BSK Associates (BSK) prepared this proposal to provide special inspections and materials testing services during construction of the planned Essential Facilities Fire Stations 54 & 55 located in San Rafael. The objective of our services will be to monitor and test conformance of the construction aspects of the project with regards to the project plans and specifications. **We understand that Terracon Consultants, Inc. of Concord, California has prepared two geotechnical engineering reports,¹ and therefore are the Geotechnical Engineer-of-Record (GEOR) for the project. BSK will not be assuming the role of the GEOR and will only be providing materials testing and special inspections, and geotechnical testing and inspection services per your acceptance letter dated December 1, 2021.** However, as requested, we have included an optional fee for BSK to take on the GEOR role and provide geotechnical observations and testing services during construction.

We have based our construction estimate on the approved project specific plans² prepared by LCA Architects of Walnut Creek, California, and our experience with similar projects. Note, that there is no project construction schedule available at this time. When a schedule does become available, BSK would like the opportunity to revisit our estimate and assumptions. The following sections present discussions regarding our understanding of the project, our proposed scope of services, fee estimate, and project limitations for your consideration.

BSK is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet the project's needs or if those needs have

¹ Terracon Consultants, Inc, (2019), Geotechnical Engineering Report, Fire Station 54 Upgrade, San Rafael, Marin County, CA 94901, Project No. ND195033, dated September 11, 2019.

Terracon Consultants, Inc, (2019), Geotechnical Engineering Report, Fire Station 55 Upgrade, San Rafael, Marin County, CA 94901, Project No. ND195034, dated September 16, 2019

² LCA Architect (2021), City of San Rafael, Fire Stations 54 & 55, San Rafael, California, dated December 1, 2021.

changed, BSK will consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the client and adjustments to our fees.

PROJECT UNDERSTANDING

We understand that BSK's role on the project will be to provide materials testing and special inspection, and geotechnical inspection services during the retrofit of two fire stations located in San Rafael. Fire station 54 will be expanded to be a 5,108 square feet (sf), two story fire station, that will include building and site improvements such as updating two apparatus bays, new medical storage, janitor facilities, living spaces such as kitchen, dining, dayroom, laundry, office, gym, sleeping quarters, restrooms, mechanical, electrical, communication rooms, a new elevator, and emergency generator. Fire station 55 will be expanded to be a 4,869 sf, single story fire station that will include building and site improvements such as updating two apparatus bays, new medical storage, janitor facilities, living spaces such as kitchen, dining, dayroom, laundry, office, gym, sleeping quarters, restrooms, mechanical, electrical, communication rooms, a new elevator, emergency generator, and a fueling station. BSK has the expertise and is willing to take on the role of Geotechnical Engineer-of-Record (GEOR) for the project if needed.

If the actual project description differs significantly from that described above, we should be notified so that we can review our scope of services for applicability.

SCOPE OF SERVICES AND FEE ARRANGEMENTS

Our anticipated scope of services and fee estimate listed below are based on part-time observation and testing services during construction as noted below. We will provide our services on a **time and materials, and on-call basis** in accordance with our Basis of Charges and fee schedule included with this proposal. We will require 24-hour notice for scheduling our observation and testing visits. Note that for on-call services, we rely on the Client or its representatives (i.e., inspector or record (IOR), construction manager, contractor, etc.) to schedule our visits. Inspections can be scheduled via livermoredispatch@bskassociates.com and cc BSK's project manager.

We have assumed that the site visits by our representatives will be approximately 4 to 8 hours long (including travel) and will be carried out during weekdays only. A minimum charge of 4 hours will apply to each site visit, except for show-up (no work performed) and sample pickup visits, as discussed in the Basis of Charges below. If the site visits are longer than 8 hours and/or weekend/holiday work becomes necessary due to the contractor's schedule, overtime rates will apply as noted in the Basis of Charges. Our anticipated scope of services and estimated fee breakdown, including assumed field hours, are presented below.



Fire Station 54

FIELD SERVICES	DAYS	HRS/DAY	HOURS	RATE	EXTENSION
Earthwork Construction					
Footing Observation	4	6	24	\$135.00	\$3,240.00
Compaction Testing Technician	10	8	80	\$135.00	\$10,800.00
Nuclear Gauge Equipment Fee	10			\$64.00	\$640.00
Concrete Construction					
Reinforcing Steel Placement Observation	12	6	72	\$149.00	\$10,728.00
Concrete Placement Observation & Sampling (Half Day)	6	6	36	\$149.00	\$5,364.00
Concrete Placement Observation & Sampling (Full Day)	6	8	48	\$149.00	\$7,152.00
Sample Pickup and Delivery	12	2	24	\$108.00	\$2,592.00
Shear/Diaphragm Nailing Observation					
Shear/Diaphragm Nailing ≤ 4" O.C.	3	6	18	\$149.00	\$2,682.00
Post Installed Anchors/Dowels					
Placement Observation	4	6	24	\$118.00	\$2,832.00
Torque Testing/Proofload Testing	4	6	24	\$118.00	\$2,832.00
Equipment Fee	4			\$64.00	\$256.00
Welding Observations					
Shop Welding / Material Identification (Non-PW)	8	8	64	\$130.00	\$8,320.00
Field Welding / High-Strength Bolting	6	8	48	\$149.00	\$7,152.00
Mobilization / Travel					
Trip Charge (Mileage, Bridge Toll)	75			\$100.00	\$7,500.00
FIELD SERVICES ESTIMATE					\$72,090.00

LABORATORY TESTING	FREQUENCY	SETS/UNITS	RATE	EXTENSION
Laboratory Testing				
Concrete Compressive Strength Test (Set of 4)	1 Set / 100 CY	18	\$155.00	\$2,790.00
Non-Shrink Grout Compressive Strength Tests (Set of 3)	1 set / day	2	\$137.00	\$274.00
Compaction Curves - Base Rock (6" Mold)	1 per material	2	\$286.00	\$572.00
Compaction Curves - Site Soils (4" Mold)	1 per material	1	\$269.00	\$269.00
LABORATORY TESTING ESTIMATE				\$3,905.00

BSK SERVICES ADMINISTRATION	HOURS	RATE	EXTENSION	
Registered Engineer (Review, support and reporting)	12	\$230.00	\$2,760.00	
Project Manager (Field Oversight, Daily Report Review)	12	\$230.00	\$2,760.00	
Administration (Data Processing, Report Prep., Field Coordination)	12	\$90.00	\$1,080.00	
Certified Payroll / DIR Upload	Monthly	4	\$300.00	\$1,200.00
Reports				
Final Affidavit	1 Per Permit	1	\$375.00	\$375.00
ADMINISTRATION ESTIMATE			\$8,175.00	
TOTAL BUDGET ESTIMATE			\$84,170.00	

20% CONTINGENCY - \$16,834.00
 TOTAL INSPECTION AND TESTING ESTIMATE - \$101,004.00



Fire Station 55

FIELD SERVICES	DAYS	HRS/DAY	HOURS	RATE	EXTENSION
Earthwork Construction					
Pier Drilling Observation	4	8	32	\$135.00	\$4,320.00
Compaction Testing Technician	5	6	30	\$135.00	\$4,050.00
Compaction Testing Technician - HMA	1	8	8	\$135.00	\$1,080.00
Nuclear Gauge Equipment Fee	6			\$64.00	\$384.00
Concrete Construction					
Reinforcing Steel Placement Observation	10	6	60	\$149.00	\$8,940.00
Concrete Placement Observation & Sampling (Half Day)	6	6	36	\$149.00	\$5,364.00
Concrete Placement Observation & Sampling (Full Day)	4	8	32	\$149.00	\$4,768.00
Sample Pickup and Delivery	10	2	20	\$108.00	\$2,160.00
Shear/Diaphragm Nailing Observation					
Shear/Diaphragm Nailing ≤ 4" O.C.	3	6	18	\$149.00	\$2,682.00
Post Installed Anchors/Dowels					
Placement Observation	6	6	36	\$118.00	\$4,248.00
Torque Testing/Proofload Testing	6	6	36	\$118.00	\$4,248.00
Equipment Fee	6			\$64.00	\$384.00
Mobilization / Travel					
Trip Charge (Mileage, Bridge Toll)	55			\$100.00	\$5,500.00
FIELD SERVICES ESTIMATE					\$48,128.00

LABORATORY TESTING	FREQUENCY	SETS/UNITS	RATE	EXTENSION
Laboratory Testing				
Concrete Compressive Strength Test (Set of 4)	1 Set / 100 CY	10	\$155.00	\$1,550.00
AC Max Density Rice Method	1 per material	1	\$286.00	\$286.00
Compaction Curves - Base Rock (6" Mold)	1 per material	1	\$286.00	\$286.00
Compaction Curves - Site Soils (4" Mold)	1 per material	1	\$269.00	\$269.00
LABORATORY TESTING ESTIMATE				\$2,391.00

BSK SERVICES ADMINISTRATION	HOURS	RATE	EXTENSION	
Registered Engineer (Review, support and reporting)	6	\$230.00	\$1,380.00	
Project Manager (Field Oversight, Daily Report Review)	8	\$230.00	\$1,840.00	
Administration (Data Processing, Report Prep., Field Coordination)	6	\$90.00	\$540.00	
Certified Payroll / DIR Upload	Monthly	4	\$300.00	\$1,200.00
Reports				
Final Affidavit	1 Per Permit	1	\$375.00	\$375.00
ADMINISTRATION ESTIMATE			\$5,335.00	
TOTAL BUDGET ESTIMATE			\$55,854.00	

20% CONTINGENCY - \$11,170.80
TOTAL INSPECTION AND TESTING ESTIMATE - \$67,024.80



The following **optional fee estimate** is for BSK to take on the GEOR role.

GEOR Services - Alternative

GEOTECHNICAL ENGINEER OF RECORD (GEOR) SERVICES - ALTERNATIVE	DAYS	HRS/DAY	HOURS	RATE	EXTENSION
Geotechnical review of the plans and specifications Principal Engineer- Geotechnical Engineer			12	\$260.00	\$3,120.00
Geotechnical Consultation, RFI Reviews, Report Reviews, Etc. Principal Engineer- Geotechnical Engineer			10	\$260.00	\$2,600.00
TOTAL BUDGET ESTIMATE					\$5,720.00

TOTAL GEOR SERVICES ESTIMATE (ALTERNATIVE) \$5,720.00

Our fee estimate applies to services commenced within 90 days of this proposal. After that time, we should review our proposal for applicability. The fees for our services will be charged on a time and materials basis in accordance with our attached fee schedule. Laboratory tests and engineering time would be per the fee schedule and billed for the number of tests accomplished and the number of hours provided. Any services required in addition to those listed above would be in accordance with our attached fee schedule. We have assumed that there is **no Project Labor Agreement in-place for this project**. We have also assumed that **California Prevailing Wages do apply to this project and have adjusted our hourly rates accordingly**.

For the **basic scope of services outlined above**, we anticipate an estimated total not-to-exceed time and materials fee of approximately **\$84,170 for Fire Station 54, and \$55,854 for Fire Station 55**. For the **optional scope of services outlined above**, we anticipate an estimated total fee of approximately **\$5,720**. **Note that if selected, the optional scope of services is additive to the basic scope of services**. Should the construction schedule or your requested site visits require a lesser or greater amount of service than that estimated herein, our fees would vary accordingly. Our fee estimate does not include a contingency for retesting or re-inspection of failing tests or unsatisfactory work by the contractor. The actual charges for our services will depend largely on the contractor's actual schedule and progress, as well as possible impacts of weather, work stoppages, and quality of material used, all of which are beyond our control. Proficient contractor performance reduces the number of test and inspection visits required, consequently resulting in lower total fees. We are not in control of such events, nor how and when construction activities are completed, and as a result, we can only approximate our estimates for your use. **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 as outlined above in our estimates.**

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 make sure that your project is not delayed, this may not always be possible. Our invoices 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 60 days. Delinquent invoices may be subject to interest/service charges, and collection expenses including attorney's fees, at our election.



AUTHORIZATION

If you agree with our proposed services described above, please send us a Professional Services Agreement for the services outlined above. As indicated previously, BSK has reviewed the City's sample Professional Services Agreement (PSA) and takes no exceptions to the language in the agreement.

Acceptance of this proposal will indicate that the Client has reviewed the scope of services and determined that they do not need or want more services than are being proposed at this time. If there is a need for any change in the scope of services or schedule described in the proposal, please call us immediately. Changes may require revision of the above fee estimate.

This proposal presents our understanding of your current needs for construction observation and testing services during construction of this project. BSK is committed to providing quality service to its clients, commensurate with their wants and needs. If a portion of this proposal does not meet your needs, or if those needs have changed, BSK is prepared to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the Client as well as adjustments to our fees.

LIMITATIONS

BSK will perform its services consistent with that level of care and skill ordinarily exercised by other consultants practicing in the same discipline and locale at the time the services are performed. No other warranties, either express or implied are provided. **Unless the City selects the optional services presented above, BSK will not take over the role of GEOR for this project.**

It should be recognized that construction monitoring is a technique employed to reduce the risk of problems arising during construction. Provision of construction monitoring by an engineer is not insurance, nor does it constitute a warranty or guarantee of any type. Even with diligent construction monitoring, some construction defects may be missed. In all cases, the contractor shall retain responsibility for the quality of the work and for adhering to plans and specifications and for repairing defects regardless of when they are found. We do not undertake the guarantee of construction nor production of a completed project conforming to the project plans and specifications.



CLOSURE

We appreciate the opportunity to submit this proposal for your consideration and we look forward to working with you on this project. If you have questions concerning this proposal or require additional information or services, please contact the undersigned at (925) 315-3151.

Respectfully submitted,
BSK Associates


Michael Kibbey
Assistant Project Manager


Tim Rodriguez
Northern Regional Manager

Enclosures: Basis of Charges
BSK 2021-2022 Fee Schedule





399 Lindbergh Avenue
Livermore CA 94551
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BASIS OF CHARGES
Special Inspections and Materials Testing Services
San Rafael Fire Stations 54 and 55
San Rafael, California

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

Show-up (No site work performed) and sample pickup	Bill 2 Hours
Work up to 4 Hrs.	Bill 4 Hours
Work from 4 to 6 Hrs.	Bill 6 Hours
Work from 6 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



BSK Associates - September 1, 2021 to June 30, 2022 Schedule of Fees (North Determination)

PERSONNEL RATES			
PROFESSIONAL STAFF		TECHNICAL STAFF (North Prevailing Wage)	
Principal	\$ 260.00	Group 1 - Special Inspector	\$ 155.00
Senior Professional	\$ 230.00	Group 2 - Special Inspector	\$ 149.00
Project Professional II	\$ 215.00	Group 3 - Engineering Technician	\$ 135.00
Project Professional I	\$ 180.00	Group 4 - Technician	\$ 118.00
Staff Professional II	\$ 160.00	Ground Penetrating Radar Scanning Technician	\$ 300.00
Staff Professional I	\$ 145.00	Core Drilling Technician	\$ 220.00
Seismic GIS	\$ 200.00	Floor Flatness Testing Technician	\$ 200.00
GIS Specialist	\$ 145.00	Courier	\$ 108.00
Information Specialist II	\$ 160.00	Laboratory Technician	\$ 120.00
Information Specialist I	\$ 145.00	Administrative Assistant / Clerical	\$ 90.00
CAD	\$ 105.00	Litigation support	1.5x standard rate
Project Administrator	\$ 100.00		
REIMBURSABLES		BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES	
Mileage (Portal to Portal)	\$ 0.88	Field Work from 0 to 4 hours	Bill 4 hours
Per Diem (as required)	\$ 200.00	Field Work from 4 to 8 hours	Bill 8 hours
Bridge Toll	Cost + 15%	Field Work over 8 hours / Saturdays	Bill time and a half
Parking Fees	Cost + 15%	Sundays, holidays and over 12 hours	Bill double time
Subconsultant Services	Cost + 15%	Second/Special/Multi-Shift	Base Rate x 12.5%
Project Administration Fees	7% of Invoice	Show-up time (no work performed)	Bill 2 hours
DIR Administration Fees	3% of Invoice	Sampling or cylinder pickup, minimum charge	Bill 2 hours
Project Setup (Project)	\$500.00		
ANALYSIS SOFTWARE USAGE FEES		EQUIPMENT	
gINT (Project)	\$ 59.00	Nuclear Gauge (Day)	\$ 64.00
LPile (Project)	\$ 59.00	Ultrasonic Weld Equipment (Day)	\$ 64.00
APile (Project)	\$ 59.00	Torque Wrench (Day)	\$ 64.00
SHAFT (Project)	\$ 59.00	Proof Load Equipment (Day)	\$ 64.00
GROUP (Project)	\$ 115.00	Rebar Locator / Pachometer	\$ 116.00
Cliq (Project)	\$ 59.00	Hand Auger (Day)	\$ 232.00
LiquefyPro (Project)	\$ 59.00	Water Meter (Day)	\$ 59.00
LiqIT (Project)	\$ 50.00	Drilling Kit - Paint, stakes and lath - (Project)	\$ 30.00
NovoLIQ (Project)	\$ 59.00	Drilling Supplies - Reuse of tubes/caps (Project)	\$ 290.00
Slide (Project)	\$ 115.00	Manometer (Day)	\$ 224.00
Settle3D (Project)	\$ 115.00	Double Ring Infiltrometer (Day)	\$ 579.00
ArcGIS (Project)	\$ 59.00		
EZ-FRISK (Per Project Site / Site Class)	\$ 550.00		
DIR/PREVAILING WAGE ADMINISTRATION FEES (MONTHLY)			
Certified Payroll / DIR Upload	\$ 300.00		
Non-Performance Certified Payroll / DIR Upload	\$ 100.00		
Subcontractor Management / Compliance Forms	\$ 100.00		
Additional LCP Tracker or Other Compliance Software	\$ 200.00		
Additional Special Forms, as required	\$ 150.00		
MATERIALS LABORATORY TESTS			
SOILS			
Moisture Density Curves			
Standard Proctor, 4" (ASTM/AASHTO)	\$ 269.00	California Bearing Ratio (CBR)	
Modified Proctor, 4" Mold (ASTM/AASHTO)	\$ 269.00	CBR at 100% (ASTM D1883 or AASHTO T-180)	\$ 585.00
Modified Proctor, 6" mold (ASTM D1557)	\$ 286.00	CBR at 95% (ASTM D1883 or AASHTO T-180)	\$ 1,133.00
Caltrans Maximum Wet Density (CT 216)	\$ 245.00		
Check Point	\$ 155.00		
Particle Size Analysis			
Sieve Analysis w/ Wash (ASTM D422)	\$ 195.00	Permeability Tests	
Minus #200 Wash, Soil (ASTM D1140)	\$ 95.00	Rigid Wall Permeability (ASTM D2434)	\$ 322.00
Hydrometer Analysis (ASTM D422)	\$ 256.00	Flexible Wall Permeability (ASTM D5084)	\$ 502.00
Double Hydrometer (ASTM D4221)	\$ 357.00	Remolded Flexwall Perm (ASTM D5084)	\$ 638.00
Specific Gravity of Soil (ASTM D854)	\$ 183.00		
Visual Classification (ASTM D2488)	\$ 49.00	Soil Corrosivity Tests	
Sand Equivalent (ASTM D2419)	\$ 144.00	Minimum Resistivity of Soils (CT 643)	\$ 161.00
% Organics in Soil (ASTM D2974)	\$ 156.00	pH	\$ 75.00
		Soluble Sulfate, Chloride and Sulfide	\$ 149.00
Atterberg Limits / Swell Tests			
Plasticity Index (ASTM D4318)	\$ 250.00	Soil Cement Tests	
Shrinkage Limits of Soils (ASTM D427)	\$ 233.00	Freeze Thaw Abrasion (ASTM D560)	\$ 715.00
		Wetting-Drying Abrasion (ASTM D559)	\$ 679.00
		Preparation of Freeze-Thaw or Wetting-Drying Tests	\$ 859.00
		Soil Cement Compression (ASTM D1633)	\$ 275.00
Moisture Density Test			
Tube Density	\$ 57.00	Other	
Moisture Content of Soils (ASTM D2216)	\$ 49.00	Sand Density Calibration (ASTM D1566)	\$ 107.00
"R" Value Determination			
R-Value of Soils (CT 301)	\$ 454.00	Unconfined Compression	
R-Value of Treated Materials (CT 301))	\$ 502.00	Unconfined Compression (ASTM D2166)	\$ 144.00
Consolidation Tests			
Consolidation (ASTM D2435)	\$ 478.00	Shear Tests	
Consolidation , Extra Points (ASTM D2435)	\$ 64.00	Direct Shear, Undisturbed (ASTM D3080)	\$ 250.00
Collapse Potential of Soils (ASTM D2435)	\$ 233.00	Direct Shear, Remolded (ASTM D3080)	\$ 299.00
Remolded Consolidation (ASTM D2435)	\$ 405.00	Triaxial Compression Testing	QUOTE
One-Dimen Swell of Soil (ASTM D4546)	\$ 149.00		

BSK Associates - September 1, 2021 to June 30, 2022 Schedule of Fees (North Determination)

MATERIALS LABORATORY TESTS		
AGGREGATES		
Sieve Analysis Coarse or Fine (ASTM C136)	\$	95.00
Sieve Analysis w/ Fineness Modulus	\$	102.00
Minus 200 Wash, Aggregates (ASTM C117)	\$	95.00
Specific Gravity/Absorption (ASTM C127)	\$	183.00
Specific Gravity/Absorption (ASTM C128)	\$	183.00
Organic Impurities (ASTM C40)	\$	95.00
% Lumps/Friable Particles (ASTM C142)	\$	92.00
% Flat and Elongated (ASTM D4791)	\$	144.00
Fine Aggregate Angularity (AASHTO 304)	\$	92.00
Moisture Content (ASTM D2216)	\$	49.00
Aggregate Wt., pcf Compacted (ASTM C29)	\$	101.00
Aggregate Wt., pcf Loose (ASTM C29)	\$	75.00
Abrasion by LA Rattler, Small Size (ASTM C131)	\$	269.00
Abrasion by LA Rattler, Large Size (ASTM C131)	\$	327.00
Sodium Sulfate Soundness, Per Sieve (ASTM C88)	\$	125.00
Sodium Sulfate Soundness, Min. Charge (ASTM C88)	\$	399.00
Sand Equivalent (ASTM D2419 OR CT 217-I)	\$	144.00
Durability Index (CT 229)	\$	286.00
Potential Reactivity of Aggregates	QUOTE	
Cleaness Value of Aggregate (CT 227)	\$	206.00
Hydrometer (ASTM D422 OR CT 205-E)	\$	256.00
% Crushed particles (CT 205)	\$	189.00
Lightweight Pieces (ASTM 123)	\$	250.00
HOT MIX ASPHALT		
JMF Mix Design, HVEEM	\$	3,542.00
JMF Mix Design, Marshall	\$	4,197.00
JMF Mix Design, Superpave / Caltrans	\$	10,226.00
JMF Verification - HMA - Superpave / Caltrans	\$	5,926.00
JMF Production Startup - Superpave / Caltrans	\$	5,513.00
RAP Material Testing - Additional Fee	\$	717.00
Rubberized RHMA Material - Additional Fee	\$	1,654.00
Hamburg Wheel Track (AASHTO T324)	\$	3,005.00
Gyratory Compaction (AASHTO T312)	\$	382.00
AC Content by Centrifuge (ASTM D2172)	\$	328.00
AC Content-Ignition (ASTM D6307 / CT382 / AASHTO T308)	\$	256.00
Superpave Ignition Oven Correction (AASHTO T308)	\$	595.00
Moisture Content of Asphalt (CT 370)	\$	75.00
Gradation/Extraction Aggregate (ASTM D5444)	\$	155.00
Film Stripping	\$	102.00
Compaction/Preparation of HMA Briquette (CT 304)	\$	250.00
Stabilometer Value (CT 366 / AASHTO T246)	\$	201.00
AC Core Specific Gravity (ASTM D2726)	\$	64.00
AC Core Specific Gravity - Paraffin Coated (AASHTO T275)	\$	167.00
AC Max Density Rice Method (ASTM D2041)	\$	286.00
CIR/FDR Compressive Strength Testing (pre-compacted specimen, includes conditioning) - CTM 371	\$	275.00
Tensile Strength Ratio (AASHTO T283)	\$	1,253.00
Moisture Vapor Susceptibility (CT 307)	\$	233.00
AC Surface Abrasion (CT 360)	\$	572.00
Index Retained Strength (ASTM D1074-D1075)	\$	512.00
AC Hveem Maximum Density (CT 375)	\$	512.00
Marshall Stability and Flow (ASTM D6927)	\$	286.00
Calculated AC Maximum Density (CT 367)	\$	113.00
Marshall Maximum Density, 50 Blows (ASTM D6926)	\$	333.00
Examination of AC Cores	\$	39.00
Thickness Determination of AC Cores	\$	25.00
AC Tensile-Strength Premixed ASTM D4867	\$	740.00
AC Tensile-Strength Lab Mixed ASTM D4867	\$	1,253.00
REINFORCING STEEL		
Tensile & Bend of Rebar, #3 - #8	\$	169.00
Tensile & Bend of Rebar, #9 - #11	\$	169.00
Bend Test of Rebar	\$	69.00
Slip and Tensile Rebar Couplers (CT 670)	\$	246.00
Tension Test of Welded Wire Fabric	QUOTE	
Bend Test of Welded Wire Fabric	QUOTE	
Weld Shear Test, Welded Wire Fabric	QUOTE	
PT Cable Tensile and Elongation (ASTM A416 or A421)	\$	310.00
PT Cable Preparation	QUOTE	
CONCRETE		
Cement Content Concrete (ASTM C1084)	\$	431.00
Chemical Test (ASTM C150)	QUOTE	
Set Times Cement-Vicat Needle (ASTM C191)	\$	357.00
Specific Gravity of Hydraulic Cement (ASTM C191)	\$	172.00
Lineal Shrinkage Set of 3 (ASTM C157)	\$	454.00
Compression Test of Concrete - 1 (ASTM C39)	\$	39.00
Compression Test of Concrete - 4 (ASTM C39)	\$	155.00
Compression Test of Core (ASTM C42)	\$	69.00
Preparation of Specimens, Sawing	\$	78.00
Compressive Strength of Shotcrete Panel	\$	364.00
Proportion of Cement in Concrete (ASTM C85)	\$	399.00
Flexural Test Per Beam (ASTM C78)	\$	102.00
Splitting Tensile Strength of Concrete (ASTM C496)	\$	102.00
Unit Weight Lt Wt Concrete (ASTM C567)	\$	64.00
"AZ" Test-Reinforced Concrete Pipe "Life Factor"	\$	89.00
9 Pt Core Measurements, Each (ASTM C174)	\$	39.00
Concrete Trial Batches	QUOTE	
Unit Weight & Abs Concrete (ASTM D642)	\$	144.00
Accelerated Curing of Concrete (ASTM C684)	QUOTE	
Cylinder Molds (each)	\$	8.00
Storage of Concrete Cylinders for more than 45 Days	\$	66.00
RH Probe	\$	66.00
Calcium Chloride Kit	\$	44.00
Mixing Water (pH, elec. conductance, chloride, sulfate)	\$	113.00
Contact Soil (pH, elec. conductance, chloride, sulfate)	\$	136.00
MASONRY		
Concrete Masonry Units Testing (ASTM C90)		
Compression Test Pavers, Single	\$	88.00
Compression Test Compos CMU Prism	\$	189.00
Specific Gravity and Unit Weight	\$	131.00
Moisture Content	\$	61.00
Compression Test, Masonry Units (ASTM C140)	\$	119.00
Absorption / Moisture Content (ASTM C140)	\$	119.00
Linear Shrinkage (ASTM C426)	\$	460.00
Masonry Core Shear Test (Title 24)	\$	214.00
Masonry Core Compression/Shear Test (Title 24)	\$	214.00
Compression Test Brick, Each (ASTM C67)	\$	85.00
Absorption/ Unit Wt. of Brick (ASTM C67)	\$	89.00
Compression Test Grout (Set of 3 or 4)	\$	137.00
Compression Test Mortar (Set of 3 or 4)	\$	125.00
WELDING AND STRUCTURAL STEEL		
Welder Qualification Testing		
Welder / Procedure Welder Qualification Testing	QUOTE	
Face Bend of Steel	\$	69.00
Root Bend of Weld Coupon	\$	69.00
Side Bend of Weld Coupon	\$	69.00
Tensile Test of Steel Coupon	\$	95.00
Bend Test of Steel Coupon	\$	82.00
Machining Charges (Per Coupon)	QUOTE	
Brinell Hardness of Steel (ASTM E10)	\$	113.00
Rockwell Hardness of Steel (ASTM E18)	\$	113.00
Bolt Ultimate Load	\$	151.00
Bolt Hardness (set of 3)	\$	113.00
Nut Hardness (set of 3)	\$	113.00
Washer Hardness (set of 3)	\$	113.00
Proof Loading, bolt or nut	\$	161.00
FIREPROOFING		
Cohesion/Adhesion Fireproofing Materials	\$	144.00
Dry Density Fireproofing (ASTM E605)	\$	108.00

Escalation: The prices noted above are subject to an increase of 3-5% annual, effective January 1 of each year following the initiation of a services agreement.

