

## ON-CALL PROFESSIONAL SERVICES AGREEMENT

### Special Inspection and Materials Testing Services

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by and between the City of Roseville, a municipal corporation ("CITY"), and Blackburn  
Consulting, a California corporation ("CONSULTANT"); and

### W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 13-107 for professional services  
consisting of on-call special inspection and materials testing services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated  
May 12, 2022, which describes the scope of services to be performed by CONSULTANT, and  
the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional  
inspection and material testing services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on  
June 30, 2023. The City Manager may, in his or her discretion, elect to extend the Agreement in  
one (1) year increments for up to an additional three (3) years by giving CONSULTANT thirty  
(30) days advance written notice of each optional one (1) year renewal. Such extensions shall be  
memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one consultant from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed one hundred thousand dollars (\$100,000) per year. Total compensation for optional renewal years of this Agreement shall not exceed one hundred thousand dollars (\$100,000) per year. Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, caused to the extent of the CONSULTANT's negligent act or willful misconduct or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity 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.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

#### COVERAGE

Workers' Compensation

#### LIMITS OF LIABILITY

Statutory

Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any 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) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be

considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. Time is of the essence of this Agreement.

10. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

11. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

12. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent



contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to

terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

17. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

18. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager.

CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30<sup>th</sup> of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

19. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

21. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

22. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

CONSULTANT

Ken Peterson  
Park Development Project Manager  
316 Vernon Street  
Roseville, CA 95678

Bryce Moore  
Director of Construction Services  
2491 Boatman Avenue  
West Sacramento, CA 95691

Either party may amend its address for notice by giving notice to the other party in writing.

23. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. \_\_\_\_\_, adopted by the Council of the City of Roseville on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a  
municipal corporation

BLACKBURN CONSULTING, a  
California corporation

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

ATTEST:

BY: \_\_\_\_\_  
CARMEN AVALOS  
City Clerk

BY: Tom Blackburn 7-6-22  
its: Tom Blackburn, President

and

BY: \_\_\_\_\_  
its: \_\_\_\_\_




[SIGNATURES CONTINUED ON NEXT PAGE]

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
MICHELLE SHEIDENBERGER  
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  \_\_\_\_\_  
JILL GELLER  
Parks, Recreation and Libraries Director

## EXHIBIT “A”

## 5.6 TAB D: PROJECT UNDERTANDING

The City plans to select one or more geotechnical engineering firms that specialize in special inspections and material testing for roadway and related construction. The types of projects vary from new capital improvement projects to rehabilitation of parks and facilities.

### Special Inspections and Materials Testing Services Understanding

Based on our understanding of the City's needs, we will:

- Provide certified field representative and perform laboratory testing in our AASHTO and Caltrans-approved lab.
- Prepare project specific Materials Sampling, Acceptance, and testing plans if requested.
- Provide sampling and acceptance testing in accordance with project specifications, the City's Design & Construction Standards, City of Roseville Parks Constructions Standards, and Caltrans Standard Specifications.
- Maintain a summary log of acceptance testing and monitor that the frequency of testing is within the minimum frequencies specified in the QAP.

#### Earthwork

- Monitor, sample, and perform compaction testing of trench backfill, structure backfill, embankment, grading, and sidewalk and roadway subgrade and aggregate base.
- Sample and test roadway materials for materials acceptance in accordance with frequencies of testing established in City QAP, Standard Specifications, and/or Caltrans Construction Manual.
  - Structure Backfill, Pervious Backfill, Embankments, Borrow – Sieve Analysis, Sand Equivalent, Maximum Wet Density, Relative Compaction, and R-Value.
  - Stabilized Soils: Unconfined Compressive Strength, Optimum Moisture Content, Application Rate, Uniformity of Stabilized Soil, Sieve Analysis, Relative Compaction, Maximum Wet Density.
  - Subgrade and Aggregate Base – Sieve Analysis, Sand Equivalent, R-Value, Relative Compaction, Maximum Wet Density, and Durability.
  - Reclaimed Pavements: Relative Compaction, Sieve Analysis and Cement Application Rate.

#### Concrete Structures and Pavement

- Sample and test freshly mixed concrete for slump/penetration, unit weight, air content, temperature, and cast compressive strength cylinders or flexural beams as requested.

#### Seal Coats and Asphalt Concrete

- Sample and test Asphalt Concrete and Seal Coats during production as determined by the Parks Department Inspector.
  - Periodic temperature checks and monitor overall paving operation.
  - Nuclear density testing to confirm in-place density with contractor QC.
  - Sample HMA for maximum theoretical density determination.
  - Perform coring of asphalt concrete for pavement density of cores if not performed by contractor quality control.

#### Treated Soil and Reclaimed Pavements

- Mix design review and verification.
- Nuclear density testing of treated soils.
- Application rate verification of cement, lime, or other stabilizers.

## 5.6 TAB D: PROJECT UNDERSTANDING CONT'D

### Treated Soil and Reclaimed Pavements Cont'd

- Treatment depth verification, including using phenolphthalein spray (pH color indicator) to verify that cement or lime stabilization agents are mixed to the full treatment depth.
- For full-depth reclamation with cement:
  - Verification of minimum and maximum strengths (treated remolded unconfined compressive strength tests).
  - Verification of microcracking.
- Geotechnical construction support as necessary to assist the City with resolving potential treated soil and reclaimed pavement construction issues.

### Special Inspection

- Inspect CMU block placement, reinforcing steel, and sample and test masonry products such as mortar, grout, and block.
- Inspect reinforcing steel.
- Post-installed anchor inspection and pull testing if required.
- High-Strength Bolt inspection.
- Torque testing of Proto II soundwall tension bolts.
- Welding inspection of structural steel elements.

### **Deliverables**

Blackburn will prepare and submit:

- Daily Field Reports
- Test Location Maps
- Laboratory Test Reports
- Special Inspection Reports
- Summary Reports
- Staff and Lab certifications/approvals to the City documenting our qualifications.

Field and laboratory reports will be reviewed by Blackburn's Project Manager prior to submittal to the City.

### **Project Approach/Work Plan**

When Blackburn receives a project from the City, Blackburn's Director of Construction Services, Bryce Moore, will determine specific technical skills and certifications required to successfully complete the work. Bryce will submit a cost proposal and detailed scope of work to the City for each project request. The proposal will include:

1. Our understanding of the project and the anticipated construction schedule.
2. A detailed scope of services including the types of materials testing services to be performed.
3. A detailed cost estimate to complete our project services, including a breakdown of our costs by the associated construction phase and/or type of materials to be tested.
4. The name(s) of Blackburn field personnel proposed for the materials testing services on the project, including the basis for selecting a particular Blackburn staff member.



## 5.6 TAB D: PROJECT UNDERSTANDING CONT'D

### Proposed Work Schedule

Bryce will evaluate staffing needs for each project at least once a week and provide sufficient qualified field personnel to the City throughout the year. Staffing adjustments will be made as needed to increase or decrease staffing based on the contractor's schedule. Any staffing level changes will be discussed with the City before implementing the change.

Blackburn will schedule and assign projects in specific geographical areas to a primary inspector/tester to minimize staffing where practical. If construction schedules dictate additional inspector/testers are necessary, Blackburn will add selected staff to a project to ensure all inspection and testing needs are met as scheduled. Whenever possible, Blackburn will perform concrete sample pickup and short site visits using staff who reside in the greater Roseville area but who commute to our West Sacramento office to reduce cost to the City. The staff we will assign are identified in Tab C: Qualifications of Team.

### Required Notice for Testing

We typically require 24hr notice for regular materials testing, and 48hr notice for special inspection. We do our best to accommodate short notice or "rush" staffing requests and have been able to respond to most last-minute calls. Our laboratory prioritizes construction materials laboratory tests over our in-house design project laboratory testing. We move rush construction tests to the front of the line and communicate results as soon as possible.

## Major Challenges and Strengths

### Availability of Resources

Blackburn understands public works construction, and the major challenge of anticipating field staffing levels and providing sufficient field personnel on a day-by-day or project-by-project basis. We have successfully serviced On-Call Materials Testing contracts ranging from \$2,500 to \$9M for various State and local agencies. To respond to peak project staffing during the summer and fall months, Blackburn:

- Cross-trains and certifies our field staff, laboratory staff, and junior engineers in materials testing techniques so we can provide additional qualified staff as necessary.
- Strives to assign one cross-trained technician that can perform multiple test types on multiple simultaneous projects, which supports efficiency, cost saving and clear communication.
- Blackburn provides services to multiple on-call contracts within the City of Roseville and have staff working in the area most of the time. This will provide the Parks Department efficient scheduling of inspection and testing staff.

### Unforeseen Conditions

A second major challenge of on-call contracts is unforeseen conditions that occur during construction of roadways and public works projects, especially those related to unstable subgrade during or shortly following the rainy season. Field personnel have direct and quick access to Blackburn's senior engineers to resolve problems in an effective manner, preventing unnecessary construction delays and added cost. Blackburn's civil and geotechnical engineers have over 20 years of experience in evaluating and providing cost-effective and schedule-effective mitigation recommendations for unstable subgrade issues to expedite construction in the Placer County region. Our unique knowledge of local soil conditions, materials suppliers, and specifications allow us to provide quick response to conditions that may arise and to identify potential problems early.

## 5.7 TAB E: PROJECT PLAN

### Special Inspection and Materials Testing Project Methodology

Blackburn's methodology to complete successful special inspections and materials testing projects include:

- **We Take A Partnering Approach:** Blackburn pursues and develops excellent relationships inside and outside our firm. These relationships are the key to our success and our clients' success. We encourage open and frequent communication between all parties regarding known or potential project issues and constraints. We provide timely and effective support and solutions.
- **Flexible Staffing:** We can reduce or decrease inspection/testing staff quickly to meet the needs of the City.
- **Thorough And Timely Documentation And Action:** We require thorough and timely reports by our staff to accurately document conditions on every project. We track all non-conformance testing and inspection items and work diligently with the City and the contractor to resolve these issues as soon as possible. Once all work is satisfactorily complete, we prepare a summary letter.
- **Experienced Staff:** Our inspection/testing staff is experienced at overseeing multiple projects, which allows us to cover more with less resources.
- **Engineering Support:** Our flat organizational structure provides our Director of Construction Services and field personnel with direct and quick access to senior engineers to resolve problems in an effective manner, preventing unnecessary construction delays and added cost.
- **Cross-Trained Technicians:** Our field technicians are cross-trained and certified to test concrete, soils, and hot mix asphalt. We can dispatch one technician to test all materials, which saves time and money.
- **Daily Field Report Control:** Blackburn equips field staff with laptops and cellular WIFI connection devices. This enables each inspector/tester to complete and transmit draft field reports and test results electronically daily. Blackburn's Project Manager reviews each draft daily field report, and submits final, signed reports for each project. Laboratory test results will be reviewed by our Laboratory Manager and/or Project Manager prior to being transmitted electronically to City representatives on a timely basis.

### Equipment and Training

Our technicians are ACI and Caltrans certified, and Blackburn will provide laptops, cellular WIFI connections, company vehicles, and the proper sampling equipment to perform the work. All equipment and material needed for testing will be supplied to our technicians for the duration of the project.

### Invoicing Procedures

Blackburn will provide invoicing that meets the City's needs regarding format and content. We can customize invoicing for individual projects as needed if there are special requirements such as certified payroll and other federal funding requirements. At a minimum, Blackburn will provide invoices to the City monthly that will include the following:

- |                                |                                 |
|--------------------------------|---------------------------------|
| ■ Project Name                 | ■ Staff who performed the task  |
| ■ Date of service              | ■ Invoice Number                |
| ■ Citywide Project Number      | ■ Test rate, and/or hourly rate |
| ■ Types of services performed, |                                 |

Blackburn will provide a separate invoice for each project.

### Project Closeout

After completion of each project, Blackburn will keep electronic and hard copy files of all relevant information regarding each project. Blackburn can provide summary letters of work performed, test results, and lab results if requested.

## EXHIBIT “B”

Auburn Main Office:  
11521 Blocker Drive, Suite 110  
Auburn, CA 95603  
(530) 887-1494, Fax (530) 887-1495

West Sacramento Office:  
2491 Boatman Avenue  
West Sacramento, CA 95691  
(916) 375-8706, Fax (916) 375-8709



Fresno Office:  
4186 W. Swift Avenue, Suite 107  
Fresno, CA 93722  
(559) 438-8411, Alt. (559) 276-4246

## 2022 SCHEDULE OF FEES - City of Roseville On-Call

Geotechnical ▪ Geo-Environmental ▪ Construction Services ▪ Forensics

### PROFESSIONAL HOURLY RATES:

Senior Project Manager	\$220	Construction Manager	\$180
Principal	\$251	Clerical	\$100

### SPECIAL INSPECTION PERSONNEL HOURLY RATES:

#### Prevailing Wage

	Regular	Saturday/OT	Sunday/Holiday/2x
Special Inspector/Group 2	\$183	\$212	\$241
Special Inspector/Group 2 (2nd shift)	\$196	\$228	\$261
Materials Tester/Group 3	\$166	\$191	\$217
Materials Tester/Group 3 (2nd shift)	\$178	\$205	\$233

#### Non-Prevailing Wage

	Regular	Saturday/OT	Sunday/Holiday/2x
Special Inspector	\$144	\$171	\$199
Materials Tester/Group 3	\$121	\$148	\$176

### MINIMUM BASIC CHARGES:

Outside Equipment & Services	Cost plus 15%
Technician Services	Charge includes time from office and return to office, minimum charge - 2 hours
Overtime	Before 7:00am or after 4:00pm
Report Copies	4 Report copies provided

### EQUIPMENT: (personnel not included)

Hand Sampling Equipment	\$284 / Day	Double Ring Infiltrometer Equipment	\$314 / Day
Nuclear Moisture/Density Testing	\$18 / Test	Level Survey Equipment	\$269 / Day
6" Sand Cone Testing	\$49 / Test	Pachometer	\$137 / Day
12" Sand Cone Testing	\$198 / Test	Rock Point Load Test Equipment	\$137 / Day
Coring Bit Charge	\$49 / Core	Roto Hammer	\$132 / Day
Coring Machine	\$274 / Day	Schmidt Hammer	\$112 / Day
Dynamic Cone Penetrometer	\$284 / Day	Torque Wrench	\$76 / Day
Electrical Resistivity Equipment	\$259 / Day	Seismic Refraction: 12 Channel	\$487 / Day
Generator	\$76 / Day	MASW Survey Equipment	\$487 / Day
Groundwater Level Indicator	\$71 / Day	Traffic Control/Safety	\$314 / Day
Inclinometer Survey Equipment	\$659 / Day	Concrete Vapor Emission Test Kit	\$41 / Ea
pH Test Strip Package	\$61 / Ea		

Revised 05/11/2022

Auburn Main Office:  
11521 Blocker Drive, Suite 110  
Auburn, CA 95603  
(530) 887-1494, Fax (530) 887-1495

West Sacramento Office:  
2491 Boatman Avenue  
West Sacramento, CA 95691  
(916) 375-8706, Fax (916) 375-8709



Fresno Office:  
4186 W. Swift Avenue, Suite 107  
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## 2022 SCHEDULE OF FEES - City of Roseville On-Call

Geotechnical ▪ Geo-Environmental ▪ Construction Services ▪ Forensics

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<b>SOIL CLASSIFICATION</b>		
#200 Sieve Wash	Construction Manager	\$127
Sieve Analysis to #200	ASTM D6913, CAL 202	\$196
Standard Hydrometer with Sieve Analysis	ASTM D422	\$385
Plasticity Index	ASTM D4318	\$279
Specific Gravity - Soils	AASHTO T100	\$122
<b>MOISTURE / DENSITY</b>		
Moisture Content	ASTM D2216, CAL 226	\$46
Moisture/Density		\$86
<b>SOIL COMPACTION</b>		
Standard Proctor (4" or 6" mold)	ASTM D698	\$350
Modified Proctor (4" or 6" mold)	ASTM D1557	\$350
California Impact	CAL 216	\$350
Check Point (Standard or Modified)		\$162
<b>VOLUME CHANGE</b>		
One-Dimensional Consolidation (6 load increments, includes 2 time rate curves and 2 rebound decrements)	ASTM D2435	\$553
Additional Load or Rebound Decrement		\$39/ea
Additional Time Rate Curves		\$120/ea
Expansion Index	ASTM D4829	\$279
One-Dimensional Settlement Swell	ASTM D4546	\$248
<b>STRENGTH</b>		
Unconfined Compression	ASTM D2166	\$162
Compression, Rock <i>Prep &amp; Photos included</i>	ASTM D7012	\$188
Rock Point Load (up to six points)	ASTM D5731	\$76
California Bearing Ratio (CBR), with curve	ASTM D1883	\$862
California Bearing Ratio (CBR), without curve	ASTM D1883	\$517
Resistance Value	CAL 301, ASTM D2844	\$380
<b>Direct Shear: (per point)</b>		
Undisturbed	ASTM D3080	\$218
Remolded	ASTM D3080	\$279
<b>Triaxial Compression: (per point) Photos of failure upon request</b>		
Undrained, Unconsolidated w/out Pore Pressure	ASTM D2850	\$198
Consolidated, Undrained w/ Pore Pressure Measurements	ASTM D4767	\$573
Consolidated, Drained		\$821
Consolidated, Undrained, no Pore Pressure Measurements		\$324
Specimen Remolding		\$127

\* Client requests for rush testing require pre-approval and 20% surcharge.

**CORROSIVITY ANALYSIS**

Corrosion Analysis Package	CAL 643, 417, 422	\$355
<i>Includes Soil Resistivity, Soil pH, Sulfates / Chlorides. Minimum size is 1,000 grams</i>		
pH	CTM643	\$46
Resistivity	CTM643	\$149

**PERMEABILITY**

Flex-wall Permeability	ASTM D5084	
<i>Either Constant head or Falling Head / rising Tail Water. Method depends on soil type</i>		\$507
Each Additional Effective Stress		\$127
Specimen Remodeling		\$125

**TREATED SOIL TESTS**

% Lime for Stabilization - per point (%)	ASTM D6276	\$142
pH of Soil	CTM643	\$46
Modified Proctor	ASTM D1557	\$416
Unconfined Compression Test	ASTM D5102	\$233
One Dimensional Swell	ASTM D4546	\$233

**AGGREGATES**

Bulk Specific Gravity - Course & Fine Aggregate	ASTM C127 & 128, CAL 206, 207	\$122
Coarse Durability	CAL 229	\$208
Fine Durability	CAL 229	\$208
Sand Equivalent	CAL 217, ASTM D2419	\$145
Cleanness Value	CAL 227	\$196
Moisture Content	CAL 226/370	\$112
Percent of Crushed Particles (per size fraction)	CAL 205	\$183
Fine Aggregate Angularity	AASHTO T304, Method A	\$183
Flat and Elongated Particles (per size)	AASHTO D 4791	\$183
Combined Grading 1" through no. 200	CAL 201/202	\$195
Bin Grading (First 2 Bins)	CAL 201/202	\$195
Each Bin Thereafter		\$76
LP-9 (RAP) Burn	LP-9, CT382	\$122

**ASPHALT**

Bulk Specific Gravity - Compacted Hot Mix Asphalt	CAL 308	\$61
Theoretical Max Specific Gravity (Rice)	CAL 309	\$213
LTMD (Set of 5)	CAL 375	\$421

**Binder Content**

Ignition Oven Correction Factor	CAL 382	\$360
Ignition Oven	CAL 382	\$213
Solvent	AASHTO T164	\$269
Stability (Set of 3)	CAL 366	\$375

**Void Content**

With Stability and Rice	CAL 367	\$41
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**CONCRETE & MASONRY**

Concrete Compression Test 6" x 12" or 4" x 8"	ASTM C39	\$41
Masonry or Grout Compression		\$59
Compression Test of Cored Concrete Spec. (per core)		\$132
Compression Test of Shotcrete Cores (per core)		\$166

**Other Tests Quoted Upon Request**

\* Client requests for rush testing require pre-approval and 20% surcharge.

**MID PACIFIC ENGINEERING, INC.**  
**2022 Prevailing Wage Schedule of Fees – West Sacramento Office**

LABOR	Rate per Hour
Field Testing and Inspection Technician (Concrete)	\$120
Field Testing and Inspection Technician (Soils, Anchors and Miscellaneous Inspections)	\$130
Senior Field Testing and Inspection Technician (Welding, Bolting and Masonry)	\$140
Senior Field Testing and Inspection Technician (Non Destructive Testing)	\$150
Managing Technician	\$150
Laboratory Technician	\$105
Draftsperson	\$100
Staff Engineer/Geologist	\$145
Project Engineer/Geologist	\$165
Senior Engineer/Geologist	\$185
Principal Engineer	\$205

Overtime and Double Time, including travel, (work beyond 8 hour days, weekends and Holidays) will be billed at a rate of 1.5 and 2 times the hourly rate presented above, respectively. A 2-hour minimum charge will apply on all projects. A 4-hour minimum charge will apply on Saturday and Sundays. An 8-hour minimum charge will apply on Holidays.

**LABORATORY TESTING**

Soil and Aggregate	Rate per Test
Absorption of Sand or Gravel	\$80
Aggregate Unit Weight	\$75
Aggregate Crushed Particles	\$125
Atterberg Limits	\$200
California Impact Method 216	\$275
Compaction Curve	\$280
Consolidation Test	\$655
Corrosion Testing	\$185
Direct Shear Test	\$180
Durability	\$210
Expansion Index	\$210
Grain Size Analysis - Total Sieve (200, Fine and Coarse)	\$275
Grain Size Analysis - Fine or Coarse Sieve	\$130
Grain Size Analysis - Soils Finer than No. 200	\$120
Grain Size Analysis - Hydrometer	\$200
Moisture Content	\$50
Permeability	\$440
Resistance Value - Untreated	\$385
Resistance Value - Treated with Lime or Cement	\$440
Sand Equivalent	\$180
Specific Gravity	\$150
Triaxial Shear - Undisturbed	\$435
Triaxial Shear - Remolded	\$530
Unconfined Compression Test	\$145
Unit Weight and Moisture Content - Undisturbed Sample	\$55
Unit Weight and Moisture Content - Loose Sample	\$80
Concrete and Masonry	
Compression Testing - Concrete 4x8 or 6x12	\$40
Compression Testing - Grout, Mortar or CLSM	\$55
Compression Testing - Masonry Unit or Brick	\$75
Compression Testing - Masonry Prism	\$220
Compression Testing - Concrete Core Including Trimming	\$65
Compression Testing - Shotcrete Core	\$70
Compression Testing - Hold Sample	\$35
Flexural Strength - 6" x 6" concrete beam	\$150
Length Change of Hardened Concrete - Batching, Compression Testing and Shrinkage Measurement	\$1325
Length Change of Hardened Concrete - Shrinkage Measurement	\$465
Masonry Unit Linear Shrinkage, Absorption and Moisture	\$585
Splitting Tensile Test - 6" x 12" Cylinders	\$75
Trial Batch - Compression Testing set of 5	\$700
Reinforcing and Structural Steel	
Anchor Bolt or Prestressing Strand Tensile Strength	\$100
Fire Proofing Unit Weight	\$70
Machining of Special Fittings, Fixtures or Tensile Coupons - per hour	\$100
Rebar Tensile and Bend 1 - 7 bar	\$145
Rebar Tensile and Bend 8 - 14 bar	\$200
Structural Bolt Set Tensile and Hardness	\$410

Please contact our office for laboratory testing not listed on this fee schedule

Quote

**MISCELLANEOUS**

Mileage - Billed Portal to Portal	\$0.80/mile
Per Diem	\$190/day
Outside Services	Cost +20%
Final Report of Inspection	\$400
Department of Industrial Relations Wage Reporting	\$180/month



**City of Roseville**  
**On-Call Special Inspection and Materials Testing Services**  
**2022 Cost Proposal**

**Glu-lam Inspection Services**

- Work Time - \$150/ hr.
- Travel Time - \$150/hr.
- Mileage - \$0.55/mi.
- Meals – Invoiced on a \$41 per diem
- Hotels – Passed through to the customer