

**CONSULTING SERVICES AGREEMENT**  
*PRELIMINARY ENGINEERING, ENGINEERING DESIGN, BIDDING,*  
*CONSTRUCTION AND COMPLETION PHASE SERVICES*  
FOR  
**RECONSTRUCT RUNWAY 2-20**  
AT THE INYOKERN AIRPORT

By this Agreement, dated \_\_\_\_\_, between INDIAN WELLS VALLEY AIRPORT DISTRICT (herein called "District") and **Tartaglia Engineering**, a *Sole Proprietorship*, (herein called "Consultant"), District retains Consultant to perform certain *engineering and design* services.

WITNESSETH

In consideration of the mutual covenants, conditions, and promises contained herein below, District and Consultant agree as follows:

**1. SCOPE OF AGREEMENT**

District hereby hires Consultant to assist District's General Manager in providing services as defined in Exhibit "A" attached hereto and incorporated by this reference entitled "Consultants Scope of Work and Compensation". Consultant agrees to perform said services and accept the compensation set forth in said Exhibit "A".

**2. TIME OF PERFORMANCE**

Performance of the services hereunder by Consultant will commence within 10 days of receipt of a written Notice to Proceed from District. All work shall be finished to the satisfaction of the District within the Time For Performance presented in Exhibit "A".

**3. COMPENSATION**

District shall compensate Consultant in accordance with the terms, rates, and conditions of Exhibit "A" attached hereto and incorporated by this reference. Consultant shall bill District monthly with an itemized invoice detailed to nearest one-half (1/2) of an hour of all services performed and authorized expenses, other than incidental office expenses, incurred during the preceding month. Compensation rates shall be reviewed on an annual basis.

**4. MATERIALS AND DOCUMENTS**

District shall be the owner of all drawings, mylars, reproducibles, plans, specifications, reports, and other documents, data and work products produced or resulting from the services of Consultant. Consultant may retain copies for its files.

Consultant shall bear the cost and expense of all facilities, equipment, materials, supplies, documents, publications and other expenses or items used or needed or incurred by Consultant in the performance of the services hereunder, except as otherwise specifically provided.

**5. ASSIGNMENT**

This Agreement or any interest herein shall not be assigned by Consultant.

**6. INDEPENDENT CONTRACTOR**

The parties intend that Consultant shall be an independent contractor in performing the services provided by this Agreement. District is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Consultant. Consultant is not to be considered an agent or employee of District for any purpose, and the officers, employees and agents of Consultant are not entitled to any of the benefits that District provides for its employees, including worker's compensation insurance. It is understood that Consultant is free to contract for similar services to be provided to others while under contract with the District, provided there is no actual or perceived conflict of interest. District's General Manager shall have the right, in his sole discretion, to determine if a conflict of interest exists.

**7. PRIOR APPROVAL OF DISTRICT**

Consultant shall not incur any obligations or provide any services for District without first obtaining approval therefore from a majority of District's Board of Directors at a publicly noticed meeting of the Board or from District's General Manager. The District's General Manager is authorized to review and approve Consultants bills.

**8. CONSULTANTS RECORDS**

Full and complete records of Consultant's services and expenses and records between District and Consultant shall be kept and maintained by Consultant and shall be retained by Consultant for three (3) years after District makes final payment to Consultant hereunder. District, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books of account, documents, papers, and records of Consultant which are directly pertinent to Consultant's work hereunder.

**9. TERMINATION**

This Agreement may be terminated by either party without cause upon the giving of thirty (30) days written notice to the other. In the event of such termination by the District, Consultant shall not be entitled to further compensation from District, other than for services previously approved and completed.

**10. SUSPENSION OR ABANDONMENT OF PROJECT**

District may at any time suspend or abandon any project or any part thereof. In the event District should determine to suspend or abandon all or any part of any project, it shall give written notice thereof to Consultant, who shall immediately terminate all work upon that portion of the project suspended or abandoned in the notice. Within thirty (30) days of the date of notice of suspension or abandonment, District shall pay to Consultant, as full and final settlement, compensation for all of Consultant's services performed and costs and expenses incurred prior to receipt of notice of suspension or abandonment in a prorated amount equal to the proportion

that the Consultant's services rendered to the date of receipt of such notice bears to the total compensation the Consultant would have received in accordance with Exhibit "A" had the project been completed.

**11. INSURANCE** Consultant shall, at Consultant's expense, take out and maintain during the duration of this Agreement, the following types and amount of insurance insuring Consultant and Consultant's officers and employees:

Automotive and Public Liability and Property Damage Insurance:  
Automobile liability and comprehensive general liability insurance, including public liability, property damage liability, and contractual liability coverage, providing bodily injury, death and property damage liability limits of not less than \$1,000,000 for each accident or occurrence.

Professional Errors and Omissions Insurance. Professional errors and omissions insurance with liability limits of not less than \$1,000,000 per occurrence.

Before or concurrently with the execution of this Agreement, Consultant shall file with the District a certificate or certificates of insurance, issued by the insurance carrier, covering the specified insurance. Each such certificate shall bear an endorsement precluding the cancellation, or reduction in coverage, of any policy before the expiration of thirty (30) days after the District shall have received notification by registered or certified mail from the insurance carrier. Each certificate and policy shall bear an endorsement providing contractual liability coverage for this Agreement. District shall be named an additional insured for each policy, without offset to any insurance policies of District.

**12. CERTIFICATION OF CONSULTANT**

Consultant agrees to complete, execute and deliver to District upon execution of this agreement a certificate in the form and content of Exhibit "B" attached hereto and incorporated herein. Consultant agrees to comply with the conditions and provisions of the certificate.

**13. INDEMNITY**

Consultant shall defend (with counsel acceptable to District), indemnify and hold harmless District, its directors, officers, employees, agents and representatives from and against any and all suits, proceedings, liens, actions, penalties, liability, loss, expense, claims or demands of any nature including costs and expenses for legal services and cause of action of whatever character which District may incur, sustain or be subjected to arising out of or in any way connected with the services or work to be performed by Consultant, or arising from the negligence, act or omission of Consultant, its officers and employees, provided, however, that Consultant is not hereby indemnifying and holding District harmless for liability or loss occasioned, caused or suffered by the sole active negligence of District or its willful misconduct.

**14. EXTRA SERVICES**

There will be no payment for extra services by Consultant unless it is expressly authorized by the District's General Manager or a majority of the Board of Directors. Compensation for any extra services shall be in accordance with Exhibit "A" attached hereto and incorporated by this reference.

**15. RIGHT TO AMEND**

This Agreement shall be subordinate to the provisions of any existing or future agreement between District and the United States by which District obtains federally-owned surplus property or federal aid for the improvement, operation, and/or maintenance of the airport. If the Federal Aviation Administration or any other federal agency requires modifications or changes in this Agreement as a condition for the granting of funds for the improvement of the air terminal or lands and improvements covered by its laws, rules, or regulations, Consultant agrees to consent to the amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be required to obtain such funds. This right to amend will not affect payment to Consultant for previously approved expenses and completed services.

**16. NOTICES**

All notices required herein shall be in writing and may be given by personal delivery or by registered or certified mail, postage prepaid, and addressed to:

District: PO Box 634, 1669 Airport Road, Inyokern, California 93527

Consultant: Tartaglia Engineering  
7360 El Camino Real, Suite E, Atascadero, CA 93422

Any party may at any time change its address for such notice by giving written notice of such change to the other parties. Any notice provided for herein shall be deemed delivered upon being addressed and deposited as aforesaid at any United States Post Office or branch or substation or in any United States mailbox, or at time of personal delivery.

**17. ATTORNEY'S FEES**

In the event either party hereto commences any legal action or proceeding against the other party to perform or keep any term, covenant or condition of this Agreement to be kept or performed by the other party, the party prevailing in such action shall be entitled to recover court costs and a reasonable attorney's fee to be fixed by the court.

**18. OTHER CONSULTING SERVICES**

District reserves the right to contract with Consultant or other consulting firms for professional consulting services on a project-by-project or other basis.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed.

Dated: \_\_\_\_\_

**CONSULTANT**

**INDIAN WELLS VALLEY AIRPORT  
DISTRICT**

Firm:

\_\_\_\_\_

By:

\_\_\_\_\_

(President)

By:

\_\_\_\_\_

(Owner)

By:

\_\_\_\_\_

(Secretary)

Approved as to Form & Content for District

\_\_\_\_\_

(General Manager)

The following Attachments are fully incorporated into this Agreement through reference here, and together with this Agreement, constitute the full Professional Services Agreement:

Exhibit "A": Scope of Project, Scope of Services, Compensation Summary, Professional Representation / Control, Time for Performance, Consulting Team, Additional Services

Exhibit "B": Certification of Consultant

Exhibit "C": FAA Airport Consultant Contract Requirements

Exhibit "D": Sub-Consultant Documentation

Exhibit "E": Detailed Compensation Worksheet

Exhibit "F": Hourly Rate Schedule

## **SCOPE OF THE PROJECT**

The reconstruction of Runway 2-20 (75' by 6,275') is focused on a complete reconstruction of the runway. The effort will include complete removal and reconstruction of the structural section, electrical improvements, and pavement markings, including crosswind runways and connecting taxiways, extending to the limits of the Runway 2-20 Safety Area. Remove existing Taxiway B3, including asphalt structural section and electrical components.

General construction elements include:

- Airfield safety and security.
- Construction site environmental compliance.
- Demolish, grind, and remove asphalt and aggregate base structural section.
- Excavation, embankment, and subgrade preparation.
- Construct asphalt and/or PCC structural section, including aggregate base course.
- Trenching, backfill, and compaction.
- Airfield electrical improvements, including edge lights, and guidance signs.
- Runway grooving.
- Pavement markings.

Due to the unique location and characteristics of the Airport, this project will be designed and bid with two alternate pavement material alternatives for the full-strength runway reconstruction effort: a hot-mix asphalt pavement alternative and a portland cement concrete pavement alternative. The intent of this method is to generate realistic construction costs for each alternative in lieu of performing a life-cycle cost analysis of the pavement alternatives. Performing an accurate life-cycle cost analysis of PCC and Asphalt materials requires accurate cost approximations of the material, which was determined to be difficult due to several factors, including distance to nearest asphalt and concrete plant, and consideration for allowing an on-site concrete batch plant, and the constant demand and price variations of oil during this current period.

To be procured in a separate contract, this project will require lighted Runway closure markers for various phases of the project during Runway closures.

The project is to be funded, in part (or 100%), through a grant from the FAA, anticipated to be a 2020FY grant, issued in August or September, to include:

- Construction of improvements.
- Design of improvements (reimburse District).
- Construction administration, inspection, and materials testing.
- District administration and project support.
- Purchase of two Runway Lighted Closure Markers.

The Construction Cost Estimate is \$12.0-\$14.0 million dollars. The duration of the construction effort is 260 working days (12 months).

**SCOPE OF SERVICES: Preliminary Engineering, Design, Bidding, Construction, and Completion Phases**

Services to be provided by Tartaglia Engineering may include, but not necessarily be limited to, the following:

Preliminary Engineering Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Attend and provide active participation at a Project Kick-off meeting.
  - Establish goals and objectives for the work.
  - Identify all deliverables.
  - Establish timeline for project milestones.
  - Gain an understanding of District bidding procedures.
  - Identify the need, if any, for construction permits.
  - Identify all environmental constraints and issues.
  - Establish construction constraints relative to circulation patterns.
  - Establish Runway closure requirements, and project phasing.
  - Establish calendar, daily, and weekly work-window constraints.
  - Provide minutes from the kick-off meeting.
- C. Inventory of existing facilities and conditions, including a review of all District-provided files, reports, and plans. Become familiar and gain a working knowledge of existing facilities and design constraints.
- D. Prepare a preliminary design of the proposed project to 20%, summary of project approach (construction), proposed phasing and sequencing, and preliminary construction cost estimate.
- E. The following deliverables are due during and before the conclusion of the Preliminary Phase:
  - Summary report of project approach.
  - Preliminary design including proposed phasing.
  - Preliminary construction cost estimate.

Design Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Prepare engineering design of project improvements, to include the following, at a minimum:
  - Cover sheet with project description, sheet schedule and approval blocks.
  - Project layout plan identifying project elements relative to overall airport facilities.
  - Project phasing plans.
  - Runway closure and partial closure plans.
  - Demolition and construction plans, to-scale, including grading and drainage, paving, marking, and electrical.

- Alternate material design, details, and plan sheets (PCC and Asphalt)
- Sections and Profiles: taxiways, infield areas, and storm drains.
- Details.
- Geotechnical data.

Present plans to the District at 50%, 75%, and 95%, and bid-ready stages of completion.

C. Prepare specifications and contract documents to include the following, at a minimum:

- Notice Inviting Sealed Bids.
- Bid Proposal.
- Contract.
- General Provisions.
- Special Provisions.
- Technical Specifications.
- Geotechnical Report.
- Federal Assurances.
- Environmental documents that apply to this effort / site.

Tartaglia will prepare specification booklets to include District-provided materials including District standard boiler plate specifications and contract. Present specification outline to the District with the 50% complete plan submission. Present draft specifications with the 75% and 95% plan submissions, and complete documents with the bid-ready plans.

D. Prepare a Construction Safety Phasing Plan (CSPP). Submit the draft with the 75% complete plan-set. Submit the completed CSPP with the 95% complete plans. Gain District approval. On behalf of the District, upload the CSPP through the FAA's 7460-1 - Notice of Proposed Construction or Alteration, upload and approval process.

E. Prepare an Engineer's Design Report that summarizes the following, at a minimum:

- Construction approach.
- Proposed phasing and duration of construction.
- Availability of construction materials.
- Project packaging and bidding.
- Reference to and identification of FAA technical specifications, orders, and advisory circulars used in the preparation of the design.
- FAA pavement design program run.
- Construction cost estimate reflective of the completed construction documents.

F. Coordinate and provide assistance in securing FAA review and approval of the design.

G. Perform all final revisions to plans and specifications based on input and review by the District, FAA, and any other agency or entity that has an interest and has provided review comments to the documents. and FAA.

H. In a separate package, prepare specifications and contract documents to manufacture, supply & deliver two (2) L-893 - Lighted Runway Closure Markers.

- F. The following deliverables are due during and before the conclusion of the Design Phase:
- Electronic file copy and five (5) paper copies of the approved plans.
  - Electronic file copy and five (5) paper copies (1 unbound) of the approved specifications.
  - Separate electronic file copy and five (5) paper copies of the CSPP.
  - Electronic file copy and three (3) Engineer's Design Reports.

Bidding Phase (Two procurement packages – “Reconstruct Runway 2-20” and “Lighted Runway Closure Markers”)

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase. The project will enter the public bidding phase once authorized to do so by the FAA.
- B. Provide Notice Inviting Sealed Bids to the District in electronic file format for publication, for placement on the District's web site, and for distribution to local and national plan rooms and bidding services.
- C. In accordance with District standard procedures, provide plans and specifications in paper and/or electronic file format as directed to interested contractors and to local and national plan rooms and bidding services.
- D. Arrange, chair, and prepare minutes for a Pre-Bid Job Walk / Conference.
- E. Be available to answer contractor questions throughout the Bidding Phase, providing timely, unbiased, and thorough responses. Document all questions and responses. Prepare and distribute addenda if necessary.
- F. Attend and take notes at the Bid Opening. Prepare a detailed bid spreadsheet summary, identifying all line item pricing, total pricing, and bid totals, as well as any math discrepancies. Identify all subcontractors.
- G. Perform a review of bids received including proper registration with the Department of Industrial Relations (DIR) and state licensing, and proposed DBE participation and good-faith efforts.
- H. Prepare a letter summary of the bids, bid process, and conclude with a recommendation for award of contract.
- I. The following deliverables are due during and before the conclusion of the Bidding Phase:
- Pre-Bid Conference agenda and minutes.
  - Addenda as necessary.
  - Excel file copy of detailed line-item bid summary of all bids received.
  - Letter summary of bid process, review of bids received, and recommendation for award of contract.

Construction Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Schedule, chair, and take minutes at a Pre-Construction Conference:
- Part One to include general discussion about scope, phasing and sequencing, impacts to circulation around the airport.
  - Tenants and users invited to Part One.
  - Part Two to include detailed discussion about mechanics of project completion.
- C. Construction contract management:
- Assist District in the preparation of contracts.
  - Active communication between all parties of interest including the District, contractor, and tenants. Provide project updates and advance scheduling information in a format suitable for District dissemination to parties of interest.
  - Support the District in securing DIR registration for the project and in assuring contractor responsibilities for DIR registration and upload of payroll statements.
  - Support the District and contractor in management of construction site stormwater management responsibilities including completion of a Storm Water Pollution Prevention Plan (SWPPP), securing the Waste Discharge Identification Number (WDID), paying permit fees, progress and annual reporting during the construction period, and securing state final acceptance of the site along with receipt of a Notice of Termination (NOT).
  - Actively manage, respond to, and document through log record all Requests for Information (RFI's), and other contractor-initiated communication, along with official responses.
  - Material submittal review including processing of airfield electrical and pavement mix designs to FAA for their review and concurrence.
  - Monitoring of contractor progress relative to the contract time for performance and contractor-provided, engineer-approved base line schedule.
  - Attendance at periodic construction progress meetings. Generate progressive meeting minutes.
  - Preparation and submission of the FAA's weekly Construction Progress and Inspection Report, with photo attachment.
  - Periodic general and subcontractor employee interviews for verification of Davis-Bacon compliance.
  - Manage issues during construction as they develop. Render opinion regarding contract obligation, additional work based on unforeseen conditions or circumstances, District-initiated modification or change, etc. Prepare and issue Requests for Proposals (RFP's), receive and negotiate cost proposals, prepare Change Orders, and gain District and FAA approval of same.
  - Review and approval of contractor periodic progress payments.
  - Receive, document, and verify DBE levels of participation.
  - Periodic review of the CSPP to confirm effectiveness. Modify if appropriate with revisions submitted to FAA for review and approval.
  - Participate in Preliminary Final and Final inspections. Prepare and distribute Punch List.
  - Prepare final correspondence to the Airport District for final acceptance. Prepare and submit Notice of Project Final Acceptance.

D. Construction observation:

- Active inspection of all contractor operations.
- Field engineering and interpretation of plan and specification.
- Engaging dialog with the contractor through ‘look-ahead’ tailgate meetings:
  - Issues and opportunities.
  - Phasing and sequencing.
  - Lighting, delineation, and FOD check.
  - Perimeter security issues, and gate access protocol.
  - Identify expectations for performance.
- Daily inspection reports to include the following, at a minimum:
  - Day, date, and contract day.
  - Weather and working conditions (twice each shift).
  - Men and equipment.
  - Work accomplished.
  - Materials delivered.
  - Materials testing.
- Scheduling and coordination of all construction materials testing for Quality Assurance.
- Site inspection for compliance with CSPP. Provide input regarding any necessary modifications to the plan.
- Monitor contractor performance regarding site access, path of travel, escort, vehicle and equipment delineation, etc.
- Photo documentation of all activities.
- Review material certifications (weight tickets, material tags, etc., for compliance with approved submittals.
- Review contractor-prepared “As-Built” marked up drawings.
- Document contractor performance relative to construction site storm water management.
- Establish individual pay items quantities through field measurement or from material delivery tickets.
- Complete contractor compensation adjustment worksheets based on performance.
- Determine periodic pay and final pay quantities.
- Participate in preliminary and final inspections, with input to the Punch List.

E. Survey – Survey Control and pick-up topographic survey:

- Provide control in the field for contractor use.
- Provide additional topographic survey, as needed, to support design and construction improvements.
- Provide electronic file copy of plans and excel point data files for contractor use with supporting technical interface to assure correct datum, orientation, control, etc.
- Review contractor-provided survey cut sheets, layout documentation, and surface acceptance surveys.
- Blue-top verification of finished aggregate base grade.

F. Construction materials testing:

- Embankment, subgrade preparation, and Trench backfill
- Recycled aggregate sub-base and base.
- Hot-mix asphalt pavement.
- Portland cement concrete slumps and cylinders or beams.
- Active participation and support in asphalt pavement test strips.

Completion Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Establish final pay quantities and final compensation to contractor, including any adjustments based on performance. Prepare Balancing Change Order.
- C. Receive the contractor-prepared, marked-up as built plans. With Inspector input, revise electronic file version of the project plans to reflect the completed project.
- D. Complete all state documentation including fees, and secure a project Notice of Termination (NOT).
- E. Assure complete contractor vacation of the airport and yard, removal of any contractor locks, removal of all excess materials and disposal facilities for solid and sanitary waste, etc.
- F. Confirm receipt of all O&M manuals, contractor close-out submittals.
- G. Prepare a Final Engineer's Report documenting the project from start to successful completion, including photo documentation and all materials testing results.
- H. Prepare a Construction Project Final Acceptance form (5100-129) and provide to the District for signature and processing to the FAA.
- I. Provide final accounting documentation for the contractor and professional support team. Provide documentation to District in support of either a grant amendment or de-obligation of unused grant funds.
- J. The following deliverables are due at the conclusion of the Completion Phase:
  - Final Engineer's Report.
  - Project accounting including final contractor pay quantities and balancing change order.
  - Project photos.
  - All materials testing results.
  - As-Built plans.
  - Material submittals.
  - All weekly progress reports.
  - All daily construction inspection reports.
  - Results of all payroll interviews.
  - Documentation regarding final pay to all DBE's.
  - O&M Manuals and other close-out submittals.
  - Tartaglia Engineering letter certifying the project as complete and in support of grant closure.

## **COMPENSATION SUMMARY**

All services identified in the Scope of Services Section of this Exhibit, **Preliminary Engineering Phase**, on a Time and Materials Basis, Not to Exceed One Hundred Twenty-One Thousand One Hundred Sixteen Dollars and Twenty Cents (\$121,116.20).

All services identified in the Scope of Services Section of this Exhibit, **Design Phase**, on a Time and Materials Basis, Not to Exceed Four Hundred Eighty Thousand Two Hundred Sixty-One Dollars and Twenty Cents (\$480,261.20).

All services identified in the Scope of Services Section of this Exhibit, **Bidding Phase**, on a Time and Materials Basis, Not to Exceed Thirty-Seven Thousand Eight Hundred Seventy-Four Dollars and Sixty Cents (\$37,874.60).

All services identified in the Scope of Services Section of this Exhibit, **Construction Phase**, on a Time and Materials Basis, Not to Exceed One Million Ninety-One Thousand Sixty-Seven Dollars and Eighty Cents (\$1,091,067.80).

All services identified in the Scope of Services Section of this Exhibit, **Completion Phase**, on a Time and Materials Basis, Not to Exceed Forty-Five Thousand Two Hundred Twelve Dollars and Forty Cents (\$45,212.40).

Total Agreement Compensation, Not to Exceed:           **\$1,775,532.20**

## **PROFESSIONAL REPRESENTATION / CONTROL**

The work of this contract will be performed under the control, oversight, and at the direction of John A. Smith. Mr. Smith is a California registered civil engineer (RCE 46852). Mr. Smith will provide engineering stamp approvals to plans, specifications, and reports.

## **TIME FOR PERFORMANCE**

Tartaglia Engineering provided and performed the work of the Preliminary, Design, and Bidding Phases in accordance with the schedule discussed with staff, consistent with the FAA schedule for receipt of a grant “based on bids”.

Tartaglia Engineering will perform the services of the Construction and Completion Phases according to the following:

|  |  |
|--|--|
| Pre-Construction Conference:           | October, 2020                              |
| Notice to Proceed (with construction): | October, upon receipt of FAA authorization |
| Construction:                          | 260 working-day contract                   |
| Completion Phase:                      | Within 60 days of construction acceptance  |

## **CONSULTING TEAM**

Tartaglia Engineering will be supported by the following firms in the areas indicated:

Construction Materials Testing:

Perform sub-grade and aggregate base coarse material sampling, sub-grade and aggregate base coarse material compaction testing, concrete sampling, concrete sample pick up, compaction of Marshall briquettes at production plant, HMA compaction testing and sampling, HMA core sample pick up, laboratory testing, and report preparation..

**BSK Associates,**  
Bakersfield, CA

## **ADDITIONAL SERVICES**

While not currently anticipated, from time to time the need for additional services develops during the preliminary or design phase of project development, either through minor project expansions, the identification of information or conditions previously not known, or through common sense association with the scope of project work related to phasing, controlled access, or economic advantage due to economic advantages of scale. Tartaglia Engineering, together with BSK, are available to provide additional services as needed, at the request of the District. Additional services can be provided on a Time and Materials (T&M) basis, at rates identified on the Fee Schedules for Tartaglia Engineering and BSK, or additional services can be procured through fee estimates based on District-prepared scope of work summaries.

**CERTIFICATION OF CONSULTANT**

I hereby certify that I am the owner or principal executive officer and duly authorized representative of the firm **Tartaglia Engineering**, a *Sole Proprietorship*, whose primary address is **7360 El Camino Real, Suite E, Atascadero, CA 93422**, and that neither I nor the firm I represent has:

- A. Employed or retained for commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this contract;
- B. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- C. Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation, or consideration of any kind for or in connection with procuring or carrying out the contract, except as herein expressly stated (if any):

For Engineering contracts, I hereby certify that I am a registered and California licensed civil engineer.

License Number: **RCE 46852** .

I acknowledge and accept the FAA Airport Consultant Contract Requirements presented in Exhibit "C" of this Agreement, and will support their implementation and compliance in our firm and with all sub-consultant firms serving this Agreement.

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(John A. Smith, P.E., Owner)

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL  
REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to

enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

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DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

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RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

#### LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

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#### ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

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#### BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

The FAA does not prescribe the exact language to be incorporated. The above clause represents sample language that addresses the requirements of 49 CFR Part 18.36(i)(1). This provision requires grantees to incorporate administrative, contractual or legal remedies in instances where contractors violate or breach contract terms. Grantees should consult with their legal counsel to develop the appropriate clause that meets the minimum requirements of 49 CFR Part 18.36.

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#### TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

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#### TERMINATION OF CONTRACT

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

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CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

a. Certification Regarding Debarment and Suspension (Non-Procurement) – Title 2 CFR Part 180 & Title 2 CFR Part 1200

The contract agreement that ultimately results from this solicitation is a "covered transaction" as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction".

b. Certification Regarding Debarment and Suspension (Non-Procurement) – Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C

The successful bidder by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction" must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder shall accomplish this by:

- i. Checking the System for Award Management at website: <http://www.sam.gov>
- ii. Collecting a certification statement similar to paragraph a.
- iii. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the FAA may pursue any available remedy, including suspension and debarment.

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BANNING TEXTING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**Professional services contract provisions apply to lead consultant and sub-consultant members / teams.**

**SUB-CONSULTANT DOCUMENTATION**

In performing the work of this contract, Tartaglia Engineering will be assisted by the following firms in the areas indicated:

*Construction Materials Testing*

***BSK Associates  
Bakersfield, CA***

The BSK Associates Fee Proposal (9-page document) is included in its entirety as part of this Exhibit "D". Total number of pages to this Exhibit = 10



700 22<sup>nd</sup> Street  
Bakersfield CA 93301  
P 661.327.0671  
F 661.324.4218  
[www.bskassociates.com](http://www.bskassociates.com)

VIA EMAIL: [john@tartaglia-engineering.com](mailto:john@tartaglia-engineering.com)

July 10, 2020

**BSK Proposal CB20-20526**

**Mr. John A. Smith, P.E.**  
Tartaglia Engineering  
7360 El Camino Real Ste E  
Atascadero, California 93422

**SUBJECT: Proposal for Construction Materials Testing Services  
Inyokern Airport – Reconstruction Runway 2-20  
Inyokern, California**

Dear Mr. Smith,

We are pleased to submit this proposal to provide Construction Materials Testing Services for the Inyokern Airport Reconstruction Runway 2-20 project in Inyokern, California. BSK understands that a preliminary construction schedule is not available for review at this time.

#### **SCOPE OF SERVICES**

Our scope of services for this project includes sub-grade and aggregate base coarse material sampling, sub-grade and aggregate base coarse material compaction testing, concrete sampling, concrete sample pick up, compaction of Marshall briquettes at production plant, HMA compaction testing and sampling, HMA core sample pick up, laboratory testing, and report preparation.

Our scope of services does not include HMA coring. If you should need those services we have excluded, please contact our office, so we can amend this proposal.

#### **FEES**

We will charge our services on a time-and-materials basis in accordance with the hourly rates listed in our *Cost Estimate* for this **prevailing wage** project. The hours listed in our *Cost Estimate* are only estimates. We cannot account for delays of which we have no control such as, but not limited to, retest and reinspections, contractor's schedule, contractor's means and methods, or number of workers on contractor's crew. We will separate retests, reinspections, standby, cancellations, and other delays which increases our time on the project beyond what we estimated. We will bill travel time "portal-to-portal" from our Bakersfield office. We will bill in one-hour increments including travel. We will submit invoices on a monthly basis with work completed during the invoice period. To accommodate the construction schedule, we may need to employ subcontract special inspectors. Should we need to employ subcontract special inspectors, we will bill their time on our invoices and charge their time as if they were BSK employees in accordance with our rates listed in our *Cost Estimate*.

Cost Estimate

| FIELD SERVICES   | DAYS         | HRS/DAY            | HOURS/UNITS        | RATE        | COST             |
|--|--------------|--------------------|--------------------|-------------|------------------|
| <b>Earthwork Construction</b>  |              |                    |                    |             |                  |
| <b>P - 152 Earth Sub-Grade</b>                                       |              |                    |                    |             |                  |
| Engineering Technician - Compaction Test                             | 32           | 3                  | 96                 | \$123       | \$11,808         |
| <b>P - 207 Recycled Base</b>   |              |                    |                    |             |                  |
| Engineering Technician - Compaction Test                             | 24           | 3                  | 72                 | \$123       | \$8,856          |
| <b>P - 209 Aggregate Base</b>  |              |                    |                    |             |                  |
| Engineering Technician - Compaction Test                             | 24           | 3                  | 72                 | \$123       | \$8,856          |
| <b>Electrical Trench Backfill</b>                                    |              |                    |                    |             |                  |
| Engineering Technician - Compaction Test                             | 20           | 3                  | 60                 | \$123       | \$7,380          |
| <b>Misc Shoulder Grading</b>   |              |                    |                    |             |                  |
| Engineering Technician - Compaction Test                             | 8            | 2                  | 16                 | \$123       | \$1,968          |
| <b>P - 601 Concrete: Light and Sign Foundations</b>                  |              |                    |                    |             |                  |
| Concrete Sampling and Testing  | 8            | 2                  | 16                 | \$123       | \$1,968          |
| Sample Pickup and Delivery   | 8            | 1                  | 8                  | \$123       | \$984            |
| <b>P - 401 Asphalt Paving</b>  |              |                    |                    |             |                  |
| Engineering Technician - Compaction Test and Sampling                | 19           | 8                  | 152                | \$123       | \$18,696         |
| Laboratory Compaction of Marshall Briquettes at Plant (ASTM D6926)   | 19           | 16                 | 304                | \$123       | \$37,392         |
|  | <b>TRIPS</b> | <b>HRS/TRIP</b>    | <b>HOURS</b>       | <b>RATE</b> | <b>COST</b>      |
| <b>Mobilization / Travel (Group 1)</b>                               | 162          | 4                  | 648                | \$123       | \$79,704         |
|  | <b>TRIPS</b> | <b>MILES/TRIP</b>  | <b>MILES</b>       | <b>RATE</b> | <b>COST</b>      |
| <b>Mileage</b>   | 162          | 210                | 34020              | 0.88        | \$29,938         |
| <b>FIELD SERVICES ESTIMATE</b>                                       |              |                    |                    |             | <b>\$207,550</b> |
| <b>LABORATORY TESTING</b>  |              | <b>FREQUENCY</b>   | <b>SETS/UNITS</b>  | <b>RATE</b> | <b>COST</b>      |
| Concrete Compressive Strength Test (Set of 4)                        |              | Each Day Placement | 16                 | \$141       | \$2,256          |
| Compaction Curves - Base Rock (6" Mold)                              |              | 1 per material     | 8                  | \$259       | \$2,072          |
| Compaction Curves - Site Soils (4" Mold)                             |              | 1 per material     | 8                  | \$244       | \$1,952          |
| Bulk Specific Gravity_HMA Briquette (ASTM D2726)                     |              | 1 per Sub-lot      | 53                 | \$58        | \$3,074          |
| Bulk Specific Gravity_HMA Core (ASTM D2726)                          |              | 1 per Sub-lot      | 53                 | \$58        | \$3,074          |
| HMA_Theoretical Maximu Specific Gravity (RICE) (ASTM D2041)          |              | 1 per Sub-lot      | 53                 | \$259       | \$13,727         |
| Sieve Analysis (ASTM D136)   |              | 1 per material     | 8                  | \$176       | \$1,408          |
| <b>LABORATORY TESTING ESTIMATE</b>                                   |              |                    |                    |             | <b>\$27,563</b>  |
| <b>PROJECT MANAGEMENT &amp; ADMINISTRATION</b>                       |              |                    | <b>HOURS/UNITS</b> | <b>RATE</b> | <b>COST</b>      |
| Senior Professional- <i>Engineering Report Review</i>                |              |                    | 36                 | \$210       | \$7,560          |
| Project Professional I- <i>Project Management by Project Manager</i> |              |                    | 27                 | \$163       | \$4,401          |
| Accounting Professional (DIR Reporting - Monthly Lump Sum)           |              |                    | 9                  | \$300       | \$2,700          |
| Administration (Data Processing, Report Prep., Field Coordination)   |              |                    |                    | 7%          | \$14,362         |
| <b>ADMINISTRATION ESTIMATE</b>                                       |              |                    |                    |             | <b>\$29,023</b>  |
| <b>TOTAL BUDGET ESTIMATE</b>   |              |                    |                    |             | <b>\$264,136</b> |

We based our Cost Estimate on the following assumptions:

- Tartaglia Engineering Request for Cost Proposal, dated July 05, 2020;
- field work will occur during normal business hours Monday through Friday;
- a standard workday is 8 hours per day, Monday through Friday including travel time (we will charge 1.5 times the standard hourly rate for working from 8 to 12 hours in one day);
- shops and batch plants are local to Bakersfield; and
- the contractor, shop, or client will provide safe and adequate access to perform testing and inspection.

We will notify you if it appears that the amount of time we spend working on the project may exceed our total budget estimate. To assure we provide the services you need, we request that you, or your authorized representative schedule inspection and testing services at least 48 hours in advance. To avoid show-up charges, please cancel requests for service at least two working hours in advance of our arrival time.

**GENERAL CONDITIONS AND LIMITATIONS**

We have included a copy of the *Agreement for Construction Materials Engineering and Testing Services* with this proposal and our *General Conditions for Construction Materials Engineering and Testing Services*.



We provide material testing services to help ensure that the work is in substantial conformance with the project documents and as required by applicable jurisdictions. These services shall not be construed as acceptance of the work or relieve the contractor in any way from its obligations and responsibilities as outlined in the applicable construction documents. We assume no responsibility for the safety of others on the jobsite or the means and methods of construction.

We will perform our 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. If changes occur in the design of the project, please notify us in writing.

Our *cost estimate* and associated rates are subject to change if our proposal is not accepted in writing within three months of proposal date.

#### **AUTHORIZATION**

If our proposal and general conditions are acceptable, please sign our agreement and return to us. We will countersign the agreement and return a copy to you.

We appreciate the opportunity to work with you on this project. If you have questions, please call us at (661) 327-0671.

Sincerely,  
**BSK Associates**



On Man Lau, P.E., G.E.  
South Valley Regional Manager  
California Geotechnical Engineer #2644



Adam Terronez, P.E., G.E.  
Bakersfield Branch Manager  
California Geotechnical Engineer #2709

Enclosures: *Agreement for Construction Materials Engineering and Testing Services*  
*General Conditions for Construction and Material Testing Services*



## **AGREEMENT FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES**

**THIS AGREEMENT**, effective as of this \_\_\_\_\_ day of \_\_\_\_\_ 2020, is by and between Tartaglia Engineering (“Client”) and BSK Associates (“Consultant”).

**THE PROJECT** is generally described as Inyokern Airport Reconstruction Runway 2-20 Project.

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

- Consultant’s Scope of Services presented in BSK’s proposal CB20-20526, dated July 10, 2020.
- General Conditions for Construction and Material Testing Services.

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

|                    | <b>Client</b> | <b>Consultant</b>             |
|--------------------|---------------|-------------------------------|
| <b>Signature:</b>  | _____         | _____                         |
| <b>Print Name:</b> | _____         | On Man Lao, PE, GE            |
| <b>Title:</b>      | _____         | South Valley Regional Manager |
| <b>Company:</b>    | _____         | BSK Associates                |
| <b>Address:</b>    | _____         | 700 22 <sup>nd</sup> Street   |
|                    | _____         | Bakersfield, California 93301 |
| <b>Date:</b>       | _____         | _____                         |



# GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES

## 1. DEFINITIONS

**1.1 Contractor.** The contractor or contractors, and including its/their subcontractors of every tier, retained to perform construction Work on the Project for which Company is providing Services under this Agreement.

**1.2 Day(s).** Calendar day(s) unless otherwise stated.

**1.3 Hazardous Materials.** Any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

**1.4 Inspection (or Observation).** Visual determination of conformance with specific or, on the basis of Company's professional judgment, general requirements.

**1.5 Services.** The professional services provided by Company under this Agreement, including all services described in the SCOPE OF SERVICES included in Exhibit A, and any written Task Order or amendment to this Agreement.

**1.6 Testing.** Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.

**1.7 Work.** The labor, materials, equipment and services of Contractor.

## 2. SCOPE OF SERVICES

**2.1 Services Provided; Independent Contractor.** Company will provide construction materials engineering and testing services as set forth in the SCOPE OF SERVICES in Exhibit A. Company will perform its Services under this Agreement as an independent contractor.

**2.2 Authority of Company.** Company will report observations and data to the Client. Company will report any observed work to the Client or Client's representative, which, in Company's opinion, does not conform with plans, specifications, and codes applicable to the Project. Company has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client.

**2.3 Referenced Standards.** Company will perform all standard tests, inspections and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards.

**2.4 Variation of Material Characteristics and Conditions.** Observations and standardized sampling, inspection and testing procedures employed by Company will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed.

Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of Company, even if performed on a continuous basis, should not be interpreted to mean that Company is observing, verifying, testing or inspecting all materials on the Project. Company is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. Company may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

**2.5 Changes in Scope.** Client may request changes in the SCOPE OF SERVICES in Exhibit A. Such changes, including any change in Company's compensation or time of performance, which are mutually agreed upon by Company and Client, will be incorporated in written amendments to this Agreement. No change will be effective unless it is in writing and signed by Client and Company, or if made orally, confirmed by the parties in writing within 10 days.

**2.6 Excluded Services.** Company's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES in Exhibit A. Client expressly releases any claim against Company relating to any additional Services that Company recommended, but that Client either did not authorize or instructed Company not to perform.

## 3. PAYMENTS TO COMPANY

**3.1 Basic Services.** Company will perform all Services set forth in the SCOPE OF SERVICES AND SCHEDULE OF CHARGES for the amount(s) set forth therein. Company will give Client at least 30 days advance notice of any changes to its standard rates. Unless Client objects in writing to the amended fee structure within 30 days of notification, it will be incorporated into this Agreement and will supersede any prior fee structure.

**3.2 Additional Services.** Any Services performed under this Agreement, except those Services expressly identified otherwise in the attached SCOPE OF SERVICES in Exhibit A, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

**3.3 Estimate of Fees.** Company will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Company. Client recognizes that unforeseen circumstances along with changes in scope and schedule can influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to

exceed" limitation indicates that Company will not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so, but is not a guarantee that the Services will be completed for that amount.

**3.4 Rates.** Client will pay Company at the rates set forth in the SCHEDULE OF CHARGES in Exhibit A, which is subject to periodic review and amendment, as appropriate to reflect Company's then-current fee structure.

**3.5 Prevailing Wages.** Unless Client specifically informs Company in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES in Exhibit A identifies it as covered by such regulations, Client hereby releases and agrees to reimburse Company for any liability and costs it may incur resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.

**3.6 Payment Timing; Late Charge.** Company will submit invoices to Client periodically, but no more frequently than every two (2) weeks. All invoices are due and payable upon presentation, and any amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at 1-1/2% per month or the maximum legal rate, whichever is lower. The failure by Client to pay Company within thirty (30) days of date of invoice will constitute a substantial failure of Client to perform under this Agreement. Client will reimburse Company for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount.

**3.7 Payment Disputes.** If Client objects to any portion of an invoice, Client must so notify Company in writing within 10 days of the invoice date, identify the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount.

#### **4. PERFORMANCE STANDARD**

**4.1 Professional Standards.** Company will perform the Services consistent with that level of care and skill ordinarily exercised by other professionals providing similar services in the same locale and under similar circumstances at the time the Services are performed. No other representation, express or implied, and no warranty or guarantee is included or intended by this Agreement or any report, opinion, document, or other instrument of service.

**4.2 Sampling, Inspection & Test Locations.** Unless specifically stated otherwise, the SCOPE OF SERVICES in Exhibit A does not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations. Sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate. Company will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage may necessarily occur in the normal course of

Services, and this Agreement does not include repair of such damage unless specifically stated in the SCOPE OF SERVICES in Exhibit A.

**4.3 Sample Disposal.** Company will dispose of all samples after submission of the report covering those samples. Company will provide further storage or transfer of samples only upon Client's prior written request and agreement on appropriate compensation.

**4.4 Buried Utilities & Structures; Property Restoration.** If the Services require borings, test pits or other invasive exploratory work, Client will provide Company with all information in its possession regarding the location of underground utilities and structures. Company will contact an appropriate utility locator and take into consideration utility locations shown on drawings provided to Company by the Client to reduce the risk of damage or injury to underground structures, pipelines and utilities. The Client agrees to hold Company harmless for any damage to underground structures or utilities that are not called to its attention or are not correctly shown on plans or drawings furnished for the purpose of locating such structures and utilities. If Client desires Company to restore the property to its former condition or better, Company will provide the additional Services at an additional cost.

#### **5. CONTRACTOR'S PERFORMANCE**

Company is not responsible for Contractor's means, methods, techniques or sequences during the performance of its Work. Company will not supervise or direct Contractor's Work, nor be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications and applicable codes, laws and regulations. Client understands and agrees that Contractor, not Company, has sole responsibility for the safety of persons and property at the Project Site.

#### **6. CLIENT'S RESPONSIBILITIES**

In addition to payment for the Services performed under this Agreement, Client agrees to:

**6.1 Access.** Grant or obtain free access to the Project Site for all equipment and personnel necessary for Company to perform its Services under this Agreement.

**6.2 Representative.** Designate a representative for notices and information pertaining to the Services, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client may change its representative by written notice.

**6.3 Information.** Supply to Company all information and documents relevant to the Services. Company may rely upon such information without independently verifying its accuracy. Client will notify Company of any known potential or possible health or safety hazard regarding the materials to be tested, including its intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous test results.

**6.4 Project Information.** Client agrees to provide Company within 7 days after written request, a correct statement of the recorded legal title to the property on which

the Project is located and the Client and/or Owner's interest therein.

## 7. CHANGED CONDITIONS

If Company discovers conditions or circumstances that it did not contemplate ("Changed Conditions") at the time of this Agreement, it will give Client written notice of the Changed Conditions. Client and Company will then negotiate an appropriate amendment to this Agreement. If they cannot agree upon an amendment within 30 days after the notice, Company may terminate this Agreement and be compensated as set forth in Section 12, "Suspension & Delay; Termination."

## 8. CERTIFICATIONS

Client will not require Company to execute any certification regarding Services performed or Work tested or observed unless: 1) Company believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Company believes that the Services performed and Work tested or observed meet the criteria of the certification; and 3) Company has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Company is limited to the expression of a professional opinion based upon the Services performed by Company, and does not constitute a warranty or guarantee, either express or implied. Client agrees not to condition the resolution of any dispute upon Company signing a certification.

## 9. ALLOCATION OF RISK

**9.1 Limitation of Remedy.** The total cumulative liability of Company, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Company Entities") to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Company under this Agreement or \$50,000, whichever is less. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Company's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Company and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Company's fee, provided that the parties amend this Agreement in writing, as provided in Section 14.3 "Modification of This Agreement."

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

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

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

**9.5 Consequential Damages.** Neither Client nor Company will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

**9.6 Continuing Agreement.** The provisions of this Section 9, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Company provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 9 will apply to such Services as if the parties had executed an amendment.

## 10. INSURANCE

**10.1 Company's Insurance.** If reasonably available, Company will maintain the following coverages:

**10.1.1** Statutory Workers' Compensation/Employer's Liability Insurance;

**10.1.2** Commercial General Liability Insurance with a combined single limit of \$1,000,000;

**10.1.3** Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

**10.1.4** Professional Liability Insurance in amounts of at least \$1,000,000 per claim and annual aggregate.

**10.2 Client's Insurance.** As appropriate, Client will obtain Builder's Risk or other property insurance to protect it from injury or damage to the Project, and which waives all rights of subrogation against Company. Proceeds from such insurance will be held by Client as trustee and will be payable to Company as its interests appear.

**10.3 Certificates of Insurance.** Upon request, Company and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required under this Agreement shall contain a waiver of subrogation.

## 11. OWNERSHIP AND USE OF DOCUMENTS

**11.1 Company Documents.** Unless otherwise agreed in writing, all documents and information prepared by Company including, but not limited to, reports, boring logs, maps, field data, field notes, drawings and specifications, test data and other similar instruments of service (collectively "Documents") are the property of Company. Company has the right, in its sole discretion, to dispose of or retain the Documents.

**11.2 Client Documents.** All documents provided by Client will remain the property of Client. Company will return all such documents to Client upon request, but may retain copies for its files.

**11.3 Use of Documents.** Except as otherwise agreed to by Client and Company, all Documents prepared by Company are solely for use by Client and will not be provided by either party to any other person or entity without Company's prior written consent.

**11.3.1 Use by Client.** Client has the right to reuse the Documents for purposes reasonably connected with this Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

**11.3.2 Use by Company.** Company retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from Services and the right to use the Documents for any purpose.

**11.4 Electronic Media.** Company may agree at Client's request to provide Documents and information in an electronic format as a courtesy. However, the paper original issued by Company will remain the final product of the Services. Company makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

**11.5 Unauthorized Use.** No party other than Client may rely on the Documents without Company's prior written consent and receipt of additional compensation. Client waives any and all claims against Company resulting from the unauthorized use or alteration of Documents by Client or any party obtaining them through Client. Client will defend, indemnify and hold harmless Company from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents without having obtained Company's prior written consent.

## 12. SUSPENSION & DELAY; TERMINATION

**12.1 Suspension & Delay.** Client may, upon 10 days written notice at any time, suspend Company's Services. Company may terminate this Agreement if Client suspends the Services for more than 60 days, in which case Client will pay Company as provided in Section 12.4. If Client suspends the Services, or

if Client or others delay Company's Services, Client and Company agree to equitably adjust the time for completion of the Services and Company's compensation for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, and any charges incurred by Company for demobilization and subsequent remobilization.

**12.2 Termination for Convenience.** Company and Client may terminate this Agreement for convenience upon 10-days written notice delivered or mailed to the other party.

**12.3 Termination for Cause.** In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 10 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

**12.4 Payment on Termination.** Following termination other than for Company's breach of this Agreement, Client will pay Company for the Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Company's then-current SCHEDULE OF CHARGES in Exhibit A.

**12.5 Force Majeure.** In the event that Company is prevented from completing performance of its obligations under this Agreement by adverse weather or other occurrence beyond the control of Company, then Company will be excused from any further performance of its obligations and undertakings. In the event of a force majeure delay that does not result in termination of the Agreement, the schedules will be equitably adjusted.

## 13. DISPUTES

**13.1 Mediation.** All disputes between Company and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. No action or suit may be commenced unless the parties fail to conduct the mediation within 45 days after service of notice; or mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

**13.2 Choice of Law; Venue.** This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located.

**13.3 Statutes of Limitations.** Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Company's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

## 14. MISCELLANEOUS

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

**14.2 Integration and Severability.** This Agreement reflects the parties' entire agreement with respect to its terms and limitations and supersedes all prior agreements, written and oral. If any portion of this Agreement is found void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as law allows. These terms and conditions survive the completion of the Services under and the termination of the Agreement, whether for cause or for convenience.

**14.3 Modification of This Agreement.** This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

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

**14.5 Headings.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.

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

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

**14.8 Incorporation of Provisions Required By Law.** Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

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*End of General Conditions*

| Task | Description                         | Prof. Engr. | Land Survey. | Civil Eng | Eng. Tech. | Draftsman | Engin. Aide | Clerical | Survey 1-Man | Inspector ST | Inspector OT | Prof. Travel | Mileage | Per-Diem | Total               |
|------|-------------------------------------|-------------|--------------|-----------|------------|-----------|-------------|----------|--------------|--------------|--------------|--------------|---------|----------|---------------------|
|      | <b>Preliminary Eng. Phase</b>       |             |              |           |            |           |             |          |              |              |              |              |         |          |                     |
| A    | Management of team & work           | 120.0       |              | 24.0      |            |           |             | 6.0      |              |              |              |              |         |          | \$21,366.00         |
| B    | Kick-off meeting                    | 14.0        |              | 14.0      |            |           |             |          |              |              |              | 7.5          | 244.0   |          | \$4,785.20          |
| C    | Inventory & review materials        | 30.0        | 12.0         | 90.0      | 160.0      |           | 60.0        | 12.0     |              |              |              |              |         |          | \$38,876.00         |
| D    | Prelim. design & summary            | 50.0        | 12.0         | 190.0     | 80.0       | 52.0      | 80.0        | 5.0      |              |              |              |              |         |          | \$53,089.00         |
| E    | Supplies, Postage                   |             |              |           |            |           |             |          |              |              |              |              |         |          | \$3,000.00          |
|      | <b>Sub-Total, Preliminary Phase</b> |             |              |           |            |           |             |          |              |              |              |              |         |          | <b>\$121,116.20</b> |
|      | <b>Design Phase</b>                 |             |              |           |            |           |             |          |              |              |              |              |         |          |                     |
| A    | Management of team & work           | 145.0       |              | 90.0      |            |           |             | 8.0      |              |              |              |              |         |          | \$34,156.00         |
| B    | Prepare improvement plans           | 165.0       | 8.0          | 860.0     | 560.0      | 460.0     | 85.0        | 18.0     |              | 30.0         |              |              | 896.0   | 3.0      | \$247,571.80        |
| C    | Prepare specs. / contract docs.     | 55.0        | 6.0          | 125.0     | 18.0       |           |             | 28.0     |              | 15.0         |              |              | 488.0   | 1.0      | \$31,054.40         |
| D    | Prepare CSPP & process              | 24.0        |              | 26.0      | 18.0       | 9.0       | 15.0        | 9.0      |              |              |              |              |         |          | \$11,204.00         |
| E    | Engineer's Design Report            | 31.0        |              | 85.0      | 65.0       |           |             | 15.0     |              |              |              |              |         |          | \$23,373.00         |
| F    | Coord. FAA review / approval        | 26.0        |              | 85.0      | 140.0      | 90.0      | 40.0        | 5.0      |              |              |              |              |         |          | \$39,993.00         |
| G    | Perform all revisions.              | 30.0        | 4.0          | 245.0     | 320.0      | 65.0      | 80.0        | 9.0      |              |              |              |              |         |          | \$81,427.00         |
| H    | Prep. Specs for Closure Crosses     | 4.0         |              | 22.0      |            |           | 4.0         | 2.0      |              |              |              |              |         |          | \$3,982.00          |
| I    | Supplies, Postage                   |             |              |           |            |           |             |          |              |              |              |              |         |          | \$7,500.00          |
|      | <b>Sub-Total, Design Phase</b>      |             |              |           |            |           |             |          |              |              |              |              |         |          | <b>\$480,261.20</b> |
|      | <b>Bidding Phase</b>                |             |              |           |            |           |             |          |              |              |              |              |         |          |                     |
| A    | Management of team and work         | 20.0        |              |           |            |           |             | 3.0      |              |              |              |              |         |          | \$3,131.00          |
| B    | Provide Notice Inviting Bids        | 3.0         |              | 3.0       |            |           |             | 1.0      |              |              |              |              |         |          | \$909.00            |
| C    | Distribute documents                | 4.0         |              | 12.0      |            |           |             | 8.0      |              |              |              |              |         |          | \$2,680.00          |
| D    | Pre-Bid Job Walk                    | 14.0        |              |           |            |           |             | 4.0      |              | 7.5          |              |              | 224.0   |          | \$3,098.20          |
| E    | Answer questions. Addenda.          | 16.0        |              | 38.0      | 24.0       | 8.0       |             | 4.0      |              |              |              |              |         |          | \$10,804.00         |
| F    | Att. opening. Prepare summary       | 10.0        |              | 10.0      |            |           | 10.0        | 3.0      |              | 15.0         |              |              | 488.0   |          | \$5,339.40          |
| G    | License, DIR, DBE review            | 15.0        |              | 38.0      |            |           |             | 3.0      |              |              |              |              |         |          | \$7,559.00          |
| H    | Letter summary & recommend.         | 5.0         |              |           |            |           |             | 2.0      |              |              |              |              |         |          | \$854.00            |
| I    | Supplies, Postage                   |             |              |           |            |           |             |          |              |              |              |              |         |          | \$3,500.00          |
|      | <b>Sub-Total, Bidding Phase</b>     |             |              |           |            |           |             |          |              |              |              |              |         |          | <b>\$37,874.60</b>  |

| Task  | Description   | Prof. Engr. | Land Survey. | Civil Eng | Eng. Tech. | Draftsman | Engin. Aide | Clerical | Survey 1-Man                             | Inspector ST | Inspector OT | Prof. Travel | Mileage | Per-Diem | Total                 |              |
|---|---|-------------|--------------|-----------|------------|-----------|-------------|----------|--|--------------|--------------|--------------|---------|----------|-----------------------|--------------|
|   |   | \$148.00    | \$131.00     | \$136.00  | \$98.00    | \$86.00   | \$71.00     | \$57.00  | \$195.00                                 | \$132.00     | \$155.00     | \$90.00      | \$0.55  | \$150.00 |                       |              |
| <b>Construction Phase</b>   |   |             |              |           |            |           |             |          |  |              |              |              |         |          |                       |              |
| A   | Management of team and work   | 200.0       |              | 120.0     |            |           |             | 45.0     |  |              |              | 90.0         | 2928.0  | 30.0     | \$62,695.40           |              |
| B   | Pre-Construction Conference   | 10.0        |              | 10.0      |            |           | 10.0        |          |  | 10.0         |              | 30.0         | 976.0   |          | \$8,106.80            |              |
| C   | Construction management   | 624.0       | 30.0         | 832.0     | 165.0      | 285.0     | 210.0       | 110.0    |  |              |              | 390.0        | 12688.0 | 40.0     | \$319,372.40          |              |
| D   | Construction observation  |             |              |           |            |           |             |          |  | 1936.0       | 208.0        | 390.0        | 17888.0 | 260.0    | \$371,730.40          |              |
| E   | Survey control and review   |             | 126.0        |           | 36.0       |           | 16.0        |          | 96.0                                     |              |              | 60.0         | 976.0   | 8.0      | \$47,026.80           |              |
| F   | Construction materials testing  |             |              |           |            |           |             |          | BSK Proposal, July 10, 2020 Fee Proposal |              |              |              |         |          |                       | \$264,136.00 |
| G   | Supplies, Postage   |             |              |           |            |           |             |          |  |              |              |              |         |          | \$18,000.00           |              |
|   | <b>Sub-Total, Construct Phase</b>   |             |              |           |            |           |             |          |  |              |              |              |         |          | <b>\$1,091,067.80</b> |              |
| <b>Completion Phase</b>   |   |             |              |           |            |           |             |          |  |              |              |              |         |          |                       |              |
| A   | Management of team and work   | 18.0        |              |           |            |           |             | 2.0      |  |              |              |              |         |          | \$2,778.00            |              |
| B   | Final pay quantity & adjustment   |             |              | 12.0      |            |           |             |          |  | 12.0         |              |              |         |          | \$3,216.00            |              |
| C   | Prepare As-Built plans  | 10.0        | 4.0          | 34.0      | 33.0       | 20.0      |             |          |  | 8.0          |              | 15.0         | 488.0   | 2.0      | \$14,556.40           |              |
| D   | Storm water NOT   | 2.0         |              | 2.0       |            |           |             | 2.0      |  |              |              |              |         |          | \$682.00              |              |
| E&F   | Contractor close out  |             |              | 4.0       |            |           |             |          |  | 12.0         |              |              |         |          | \$2,128.00            |              |
| G   | Final Engineer's Report   | 18.0        |              | 56.0      |            | 6.0       |             | 8.0      |  | 8.0          |              |              |         |          | \$12,308.00           |              |
| H&I   | Final documentation   | 24.0        |              | 24.0      |            |           |             | 4.0      |  |              |              |              |         |          | \$7,044.00            |              |
| J   | Supplies, Postage   |             |              |           |            |           |             |          |  |              |              |              |         |          | \$2,500.00            |              |
|   | <b>Sub-Total, Completion Phase</b>  |             |              |           |            |           |             |          |  |              |              |              |         |          | <b>\$45,212.40</b>    |              |
| <b>Total: Preliminary, Design, Bidding, Construction, and Completion Phase Services</b> |   |             |              |           |            |           |             |          |  |              |              |              |         |          |                       |              |
|   |   |             |              |           |            |           |             |          |  |              |              |              |         |          | <b>\$1,775,532.20</b> |              |
| 1   | Task items line up, one for one, with tasks identified in the Scope of Services portion of Exhibit A.   |             |              |           |            |           |             |          |  |              |              |              |         |          |                       |              |
| 2   | Distance (one-way), Grover Beach to Inyokern = 224 miles  |             |              |           |            |           |             |          |  |              |              |              |         |          |                       |              |
| 3   | Inspector mileage on site = 20 miles per day  |             |              |           |            |           |             |          |  |              |              |              |         |          |                       |              |
| 4   | Travel Time (one-way), Grover Beach to Inyokern = 3.75 hours  |             |              |           |            |           |             |          |  |              |              |              |         |          |                       |              |
| 5   | Tartaglia does not mark-up third party invoicing, printing, shipping, supplies, etc.  |             |              |           |            |           |             |          |  |              |              |              |         |          |                       |              |
| 6   | Assumed 260 working day construction period. 52 weeks of construction, plus a week before and after - 54 weeks. 8 hours per day plus allocation of 4 OT hours per week. |             |              |           |            |           |             |          |  |              |              |              |         |          |                       |              |

**Exhibit F**  
**Hourly Rates of Compensation**

**Reconstruct Runway 2-20**  
**Revised July 15, 2020**

The following hourly rates apply to this contract. Values indicated include direct salary / hourly compensation, overhead costs, and necessary tools, equipment, or technology necessary to perform work, unless otherwise identified.

|   |                   |
|---|-------------------|
| Principal-in-Charge.....                  | \$148.00 per hour |
| Licensed Civil Engineer.....              | \$136.00 per hour |
| Licensed Land Surveyor .....              | \$131.00 per hour |
| Project Manager .....                     | \$113.00 per hour |
| Engineer Technician .....                 | \$98.00 per hour  |
| Environmental Coordinator / CPESC .....   | \$98.00 per hour  |
| Draftsman.....                            | \$86.00 per hour  |
| Engineering Aide .....                    | \$71.00 per hour  |
| Clerical.....                             | \$57.00 per hour  |
| Professional Travel Time.....             | \$90.00 per hour  |
|   |                   |
| Inspector: Day, Straight Time.....        | \$132.00 per hour |
| Day, Overtime.....                        | \$155.00 per hour |
| Night, Straight Time .....                | \$145.00 per hour |
| Night, Overtime.....                      | \$165.00 per hour |
| (Minimum night shift = 4 hours)           |                   |
|   |                   |
| Survey Party: One Man (with robotic)..... | \$195.00 per hour |
| Two Man .....                             | \$245.00 per hour |
| Three Man .....                           | \$271.00 per hour |

***(Compensation to field surveyors performing construction staking and layout, and to construction inspectors, shall be in accordance with prevailing wage requirements.)***

Direct expenses shall be reimbursed as follows:

|   |                      |
|---|----------------------|
| Mileage .....   | \$0.55 per mile      |
| Per diem .....  | \$150.00 per man-day |
| Reproduction, postage, express mail shipping, advertising ..... | At Cost              |
| Sub-consultant services.....                                    | At Cost              |
| Permit, plan check, and agency inspection fees.....             | At Cost              |

Hourly Rates subject to review and possible change after September 1, 2021