



Magnolia Public Schools

Special Ad-Hoc

Date and Time

Thursday July 27, 2017 at 7:45 PM

Location

Teleconference: Dial: 1.844.572.5683 Code: 1948435

Access to the Meeting: Any interested parties or community members from remote locations may attend the meeting at the following school sites or the addresses where the Board members are joining the meeting from:

Remotely by dialing in to the numbers provided above:

- 449 36th St #2, Brooklyn, NY 11232 (Mr. Nguyen Huynh)
- 9715 Lockford St. LA, CA 90035 (Mr. Rabbi Beliak)
- MSA-San Diego: 6525 Estrella Ave. San Diego, CA 92120 (Dr. Salih Dikbas)
- 7528 Yarmouth Ave. Reseda, CA 91335 (Dr. Saken Sherkhonov)

In compliance with the Americans with Disabilities Act (ADA) and upon request, Magnolia Public Schools may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order to participate in Board meetings are invited to contact the MPS central office. If you need special assistance to attend the meeting, please notify Barbara Torres at (213) 628-3634 x100 to make arrangements and accommodate your disability.

Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 250 East 1st Street Ste 1500 Los Angeles, CA 90012.

Ad-Hoc Committee Members:

Mr. Nguyen Huynh
Mr. Rabbi Beliak
Dr. Salih Dikbas
Dr. Saken Sherkhonov

CEO & Superintendent:

Dr. Caprice Young

Agenda

	Purpose	Presenter	Duration
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I. Opening Items

- A. Call the Meeting to Order

B. Record Attendance and Guests

C. Public Comments

D. Approval of the Agenda Vote

II. Action Items

A. Approval of Geotechnical Soils Engineer & Testing Services for MSA San Diego	Vote	Frank Gonzalez	10
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III. Closing Items

A. Adjourn Meeting Vote

Cover Sheet

Approval of Geotechnical Soils Engineer & Testing Services for MSA San Diego

Section: II. Action Items
Item: A. Approval of Geotechnical Soils Engineer & Testing Services for
MSA San Diego
Purpose: Vote
Submitted by:
Related Material: IIA.pdf
P02-01011 Ninyo& Moore.pdf



Board Agenda Item #	IIA
Date:	July 27, 2018
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Caprice Young, Ed.D., CEO & Superintendent Frank Gonzalez, Chief Growth Officer
RE:	Geotechnical Soils Engineer and Testing Services for MSA San Diego

Proposed Board Recommendation

I move that the board authorize the CEO to enter into a contract with SCS&T for Geotechnical Engineering and Testing Services for MSA San Diego. The firm will provide on-site and in plant services for MSA San Diego, with the understanding that the contract is not to exceed \$48,258.

Background

Magnolia Public Schools sought cost proposals for Geotechnical Engineering and Testing Services from firms pre-qualified to provide services to the San Diego Unified School District. Multiple firms were contacted with two firms submitting cost proposals. SCS&T came in as the most cost efficient with the other proposal coming in at over \$80,000. Other firms contacted did not have the capacity to take on the work or could not commit to the project timeframe and need for rapid provision of services.

SCS&T has successful experience working with the school district and the architect of record. They are a recognized leader in the field. They are efficient, professional and flexible in their approach and work on quick turn-around basis. Due to the emergency nature of the need for this service due to the associated timeframe, an agreement was negotiated with SCS&T.

A Geotechnical Engineer and Inspection & Testing services firm is needed for the project. They will provide all engineering, inspection and testing services necessary. Staff will liaise with the General Contractor, Magnolia, the IOR and the architect. The firm will inspect steel and welding at the Silver Creek Industries plant and will provide onsite geotechnical consultation, observation and inspection of soil, concrete and steel and coordinate lab testing based on any state requirements. Additional details regarding the exact scope of services to be provided can be found in the proposal.

The firm has already proved invaluable as we have worked collaboratively to change the methodology by which the site earth work will be handled. We have gone from having to export over 1000 cubic yards of soil to a simpler process of grading per project requirements and scarifying the top 12” of soil before the base and paving or concrete is placed. This will save the

project time and costs.

Budget Implications

- The contract amount is not to exceed \$48,258. The source of funding is the 2017 tax-exempt bond.
- It is anticipated that due to the change in the way site earth work will be handled we will see a deductive change order that will free up allocated dollars which will more than cover the cost of these services.
- Reviewed by CFO

How Does This Action Relate/Affect/Benefit All MSAs?

This action will allow MSA San Diego to have a Geotechnical Engineer and Inspection & Testing Services which is needed for in plant inspections as well as onsite observation and consultation.

Name of Staff Originator:

Frank Gonzalez, Chief Growth Officer

Exhibits (attachments):

Magnolia Public Schools Geotechnical Engineer and Inspection & Testing Services, SCS&T proposal



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July 20, 2017

SCST Proposal No. 17-0388

**Mr. Frank Gonzalez
Magnolia Public Schools
250 East 1st Street, Suite 1500
Los Angeles, California 90012**

Subject: BUDGET ESTIMATE FOR EARTHWORK OBSERVATION, COMPACTION TESTING, SPECIAL INSPECTION AND MATERIALS TESTING SERVICES
MAGNOLIA SCIENCE ACADEMY
6525 ESTRELLA AVENUE
SAN DIEGO, CALIFORNIA

Reference: Westberg + White, Inc. (2017), Project Drawings, Magnolia Science Academy, June 27.

Dear Mr. Gonzalez:

In accordance with your request, SCST, Inc. (SCST) is pleased to submit this budget estimate for professional services at the subject project. We reviewed the referenced documents and addressed the requirements for earthwork observation, compaction testing, special inspection and materials testing in the attached scope of work. We understand the earthwork observation and compaction testing services required for this project will consist of site grading, utility trench backfill, subgrade preparation, aggregate base, and asphalt placement. Special inspection required will consist of cast-in-place concrete, masonry, and structural steel. Based on our review of the project documents and experience on similar projects, we propose to provide our services on a time and materials basis at the unit rates provided in the attached budget estimate.

SCOPE OF WORK

EARTHWORK OBSERVATION AND COMPACTION TESTING SERVICES

Our proposed scope of work for earthwork observation and compaction testing will consist of:

- Preparation of a 'transfer of geotechnical engineer' responsibility letter
- Participation in a pre-grade meeting
- Observation of the earthwork operations and relative compaction testing
- Observation of earthwork operations by our professional geotechnical staff
- Performance of laboratory tests to determine the pertinent engineering properties of the soils encountered during earthwork
- Observation and relative compaction testing of utility trench backfill

- Observation and relative compaction testing of subgrade preparation, aggregate base, and asphalt placement
- Observation of footing excavations for structural improvements by our geotechnical staff
- Preparation of reports summarizing our tests and observations of the grading, underground utility trench backfill, subgrade preparation, aggregate base and asphalt placement

SPECIAL INSPECTION AND MATERIALS ENGINEERING SERVICES

SCST's proposed scope of work for special inspection and materials testing will consist of:

- Reinforcing steel – during placement of steel and before placement of concrete
- Reinforced concrete – during the placement and sampling of concrete as required
- Batch plant inspection
- All structural shop/field welding and field welding of reinforcing steel
- High strength bolting – verify faying surfaces and a snug tight fit and/or proper torque as required
- Drilled and/or epoxy adhesive anchors – during installation of anchors
- Structural masonry – at the start of laying units, after placement of reinforcing steel, grout space prior to each grouting operation, and during all grouting operations
- Provide daily inspection reports describing the work inspected and stating compliance or non-compliance with the project documents. A copy of the daily report will be left with the on-site superintendent
- Fabricate, transport and test concrete for slump, temperature and compressive strength at the rate of one set of five concrete test cylinders per 50 cubic yards, 2,000 square-feet or for each day's placement. Test reports shall be prepared and distributed to the designated persons. Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Fabricate, transport and test one set of five masonry prisms prior to the start of construction. Suspect or failing test results will be reported to the designated person(s) on the day of the test.
- Fabricate, transport and test one set of three masonry prisms for each 5,000 SF of wall area during construction. Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Fabricate, transport and test one test sample of grout on three successive working days and at one-week intervals thereafter. Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Fabricate, transport and test one test sample of mortar on three successive working days and at one-week intervals thereafter. Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Sample, transport and test six masonry units for each type of masonry block. Three units will be tested for absorption and three units for compression. Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Provide supervision of our project personnel by our project engineer, a Registered Civil Engineer. The project engineer will review all special inspection reports and test results, attend site meetings as requested, and review all billing. Additionally, the project manager will act as a point of contact and will be available to answer questions that may arise.



COST INFORMATION

Our budget estimate for services is based on our review of the referenced documents and past experience on similar projects. We propose to provide our services on a time and materials basis according to the Schedule of Fees included in this budget estimate. Based on the above scope, we estimate our fees to be approximately **\$48,258**. A cost table presenting a breakdown of our estimate has been provided in this budget estimate.

Should any services provided by SCST for this project become subject to state or federal prevailing wage requirements, SCST will be compensated for those services at its prevailing wage rates from the date these requirements become effective, through completion of the project.

Notes:

- (1) Recognizing that our services are directly dependent upon the performance of others, we will invoice for services rendered at the specified unit rates for the quantities shown on the attached budget estimate. It should be recognized that unforeseen conditions, unfavorable weather and other unanticipated conditions may affect the actual duration of the work. This budget estimate does not include fees for seismic fault mapping, should a fault be discovered, or hazardous material testing or disposal. Services in addition to those described in this budget estimate may be requested by or on behalf of the client and will be invoiced on a time and materials basis at the unit rates outlined in this document.
- (2) The unit costs shown are based upon work taking place between the hours of 0600 and 1700; Monday through Friday, excluding nationally recognized holidays. Work performed on a Saturday or more than 8 hours on a given day will be invoiced at 1.5 times the standard rate. Work performed on Sunday or nationally recognized holidays will be invoiced at 2 times the standard rate. All unscheduled cancellations will be invoiced a minimum of 2 hours. All other terms and conditions shall be per our standard Schedule of Fees.


AUTHORIZATION

This budget estimate will be valid for 90 days. If this budget estimate meets with your approval, please authorize our services by signing both copies of the attached Professional Services Agreement and returning them to our office. We will in turn, send you a fully executed original for your records.

SCST appreciates this opportunity to provide our professional services and is most interested in becoming a member of your consultant team. SCST has considerable experience in successfully providing these services and we are confident that we can provide them in a timely and cost effective manner. Should you have any questions regarding this budget estimate or if we may be of further service, please contact our office at 619.280.4321.



Respectfully submitted,
SCST, Inc.



Thomas B. Canady
Principal Engineer

Attachments: Budget Estimate
2016 Schedule of Fees
Professional Services Agreement

(1) Addressee via email: fgonzalez@magnoliapublicschools.org
[Phone #] 323.422.9129

**BUDGET ESTIMATE SUMMARY
 EARTHWORK OBSERVATION AND COMPACTION TESTING SERVICES**

	Estimated Hours/Unit		Rate/Unit	Total Cost
FIELD TECHNICIAN				\$4,320.00
Soils Tech - Grading	32 hours	@	\$60.00 /hour	\$1,920.00
Soils Tech - Utility Trench Backfill	32 hours	@	\$60.00 /hour	\$1,920.00
Soils Tech - Subgrade/Base/Asphalt	8 hours	@	\$60.00 /hour	\$480.00
PROJECT MANAGEMENT				\$716.00
Project Manager	4 hours	@	\$124.00 /hour	\$496.00
Administrative Assitant	4 hours	@	\$55.00 /hour	\$220.00
PROFESSIONAL STAFF				\$2,108.00
Pregrade Meeting, Project Manager	2 hours	@	\$124.00 /hour	\$248.00
Review/Analysis/Report Preparation, Senior Professional	12 hours	@	\$155.00 /hour	\$1,860.00
LABORATORY TESTING				\$1,633.00
Asphalt Hveem-Max Density	3 plugs	@	\$133.00 /plug	\$399.00
Maximum Density Test (Method D)	4 tests	@	\$220.00 /test	\$880.00
Expansion Index	2 tests	@	\$177.00 /test	\$354.00
TOTAL FOR EARTHWORK OBSERVATION AND COMPACTION TESTING SERVICES				\$8,777.00

BUDGET ESTIMATE SUMMARY SPECIAL INSPECTION AND MATERIALS TESTING SERVICES

	Estimated Hours/Unit		Rate/Unit	Total Cost
SPECIAL INSPECTOR/FIELD TECHNICIAN				\$27,600.00
Concrete				
Drilled Anchor Inspection	4 hours	@	\$60.00 /hour	\$240.00
Tension Proof Load on Anchors and Dowels	4 hours	@	\$60.00 /hour	\$240.00
Batch Plant Inspection	40 hours	@	\$60.00 /hour	\$2,400.00
Cast-in-Place Concrete Inspection	80 hours	@	\$60.00 /hour	\$4,800.00
Concrete Quality Control, Field Technician	8 hours	@	\$60.00 /hour	\$480.00
Structural Steel				
Tag and Sample Rebar / HS Bolts*	8 hours	@	\$60.00 /hour	\$480.00
Structural Steel Inspection (Field)	100 hours	@	\$70.00 /hour	\$7,000.00
Structural Steel Shop Inspection (Riverside County)	144 hours	@	\$70.00 /hour	\$10,080.00
Structural Steel Ultrasonic Testing (Riverside County)	20 hours	@	\$70.00 /hour	\$1,400.00
Masonry				
Masonry Inspection	4 hours	@	\$60.00 /hour	\$240.00
Tag & Sample Masonry Block	4 hours	@	\$60.00 /hour	\$240.00
PROJECT MANAGEMENT				\$2,176.00
Project Manager	14 hours	@	\$124.00 /hour	\$1,736.00
Administrative Assistant	8 hours	@	\$55.00 /hour	\$440.00
PROFESSIONAL STAFF				\$1,240.00
Laboratory Testing Review, Senior Professional	3 hours	@	\$155.00 /hour	\$465.00
Final Verified Report, Senior Professional	3 hours	@	\$155.00 /hour	\$465.00
Concrete Mix Design Review, Senior Professional	2 hours	@	\$155.00 /hour	\$310.00
MATERIALS LAB TESTING				\$8,465.00
Material Sample Pick Ups	15 trips	@	\$66.00 /trip	\$990.00
Masonry Block Absorption	6 samples	@	\$38.00 /sample	\$228.00
Masonry Block Compression Test (Regular)	6 samples	@	\$50.00 /sample	\$300.00
Masonry Shrinkage Test	6 set	@	\$252.00 /set	\$1,512.00
Concrete Cylinder Compression	75 tests	@	\$27.00 /test	\$2,025.00
Tensile Strength #3 - #8 Rebar	6 tests	@	\$74.00 /test	\$444.00
Bend Test Rebar	6 tests	@	\$45.00 /test	\$270.00
Grout Prism Compression Tests	6 tests	@	\$27.00 /test	\$162.00
Mortar Cylinder Compression	6 samples	@	\$27.00 /sample	\$162.00
Masonry Prism Compression	8 samples	@	\$149.00 /sample	\$1,192.00
LW Concrete Fill Unit Weight Testing	20 tests	@	\$59.00 /test	\$1,180.00
TOTAL FOR SPECIAL INSPECTION AND MATERIALS TESTING SERVICES				\$39,481.00

**BUDGET ESTIMATE SUMMARY
PROFESSIONAL SERVICES**

Total for Earthwork Observation & Compaction Testing Services	\$8,777.00
Total for Special Inspection and Materials Testing Services	\$39,481.00
Total Budget Estimate	\$48,258.00

ASSUMPTIONS - GENERAL

- 1 Construction schedule was not available.
- 2 Plans and specifications were on hand for this estimate (by Westberg + White, Inc. dated 06-07-2017).
- 3 No overtime is scheduled.
- 4 No weekend work is scheduled.
- 5 This budget estimate reflects realistic amounts of inspection and testing at a **Non-Prevailing** wage inspection rate.
- 6 The Client will be invoiced only for the hours actually worked in 2, 4, 6 and 8 hour increments.
- 7 The hourly rate reflects an anticipated start date of 2017.
- 8 All work performed outside our scope of service will be invoiced per SCST 2017 Schedule of Fees.
- 9 **5** Concrete cylinders taken for each **50** Cubic Yards.



SCST, Inc.
Schedule of Fees for Professional Services
Effective January 1, 2017

SCST, Inc.
Corporate Headquarters
 6280 Riverdale Street
 San Diego, CA 92120
 T 877.215.4321
 P 619.280.4321
 F 619.280.4717
 W www.scst.com

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PROFESSIONAL SERVICES

Professional (Engineering, Geology, Environmental)

Principal Professional	\$174
Senior Professional	155
Project Professional	115
Staff Professional	96
Drafter	77

Technician & Inspector

Quality Control Specialist	\$87
Field Technician	60
Lab Technician	60
Special Inspector	60
Building Inspector	65
CWI/AWS Welding Inspector	70
NDT Inspector (UT, MT, DT, VT)	70
Coring	126

Project Management

Senior Project Manager	\$156
Project Manager	124
Administrative Assistant	55

Travel and Miscellaneous

Pick Up	\$66/trip
Travel Time	Hourly Rate
Per Diem (variable, depending on location)	Quote
Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq	Quote
Overtime and Saturday Rate	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving)	2 x Regular Hourly Rate
Rush Surcharge	normal rate plus 50%

LABORATORY TESTS

Soil and Aggregate

Absorption Coarse Aggregate (Cal 206, ASTM C127)	\$38
Absorption Fine Aggregate (Cal 207, ASTM C128)	38
California Bearing Ratio includes Max Density Method C (ASTM D854)	618
California Impact (Cal 216)	206
Chloride Ion Testing (Cal 422)	150
Clay Lumps in Aggregate/Per Size (ASTM C142)	150
Cleanness Value – 1” and Smaller (Cal 227)	200
Cleanness Value – Larger than 1’ (Cal 227)	225
Consolidation (ASTM D2435)	200
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity)	187
Crushed Particles/Size (Cal 205, ASTM D693)	121
Direct Shear (ASTM D3080)	208
Durability Factor (Cal 229, ASTM D3744)	97

Soil and Aggregate - Continued

Durability Index (Cal 229, ASTM D3744)	\$224
Expansion Index (ASTM D4289)	177
Fine Aggregate Angularity (AASHTO T304)	200
Fineness Modulus (ASTM C136)	24
Flat & Elongated Pieces/Size (ASTM D4791)	175
Light Weight Pieces (ASTM C123)	175
Liquid Limit (Cal 204, ASTM D4318)	58
Los Angeles Abrasion – larger than 1 1/2” (Cal 211, ASTM C535)	237
Los Angeles Abrasion – 1 1/2” and smaller (Cal 211, ASTM C131)	224
Maximum Density Check Point (ASTM D698/D1557)	88
Maximum Density/Optimum Moisture - 4” (ASTM D1557)	200
Maximum Density/Optimum Moisture - 4” (ASTM D698)	200
Maximum Density/Optimum Moisture - 6” (ASTM D1557)	220
Maximum Density/Optimum Moisture - 6” (ASTM D698)	200
Minimum Density (ASTM D1556)	74
Moisture Content (Cal 226, ASTM C566, ASTM D2216)	35
Natural Density –Chunk Sample (ASTM D2937)	41
Natural Moisture/Density Ring or Core Sample (ASTM D2937)	35
Organic Impurities (Cal 213, ASTM C40)	90
Organic Matter (ASTM D2974)	75
Percent Finer than #200 (ASTM C117, ASTM D1140)	70
Permeability Remold Sample includes Maximum Density (ASTM D2434)	400
Permeability Remold Sample includes Maximum Density (ASTM D5084)	560
Permeability Undisturbed Sample (ASTM D5084)	360
Petrographic Analysis (Cal 215, ASTM C295)	<i>Quote</i>
pH & Resistivity (Cal 204, ASTM D4318)	126
Plastic Limit (Cal 204, ASTM D4318)	69
Plasticity Index (Cal 643, ASTM G51)	127
Potential Reactivity (ASTM C289)	220
Residual Shear (ASTM D6467)	442
Rock Correction (ASTM D4718)	26
R-Value (Cal 301, ASTM D2844)	276
Sand Equivalent (Cal 217, ASTM D2419)	88
Sieve Analysis (Cal 202, ASTM C136, ASTM D422)	90
Sieve Analysis Pit Sample (Cal 202, ASTM C136)	128
Sieve Analysis with Hydrometer (Cal 203, ASTM D422)	200
Soil Cement Compression Strength (Cal 312, ASTM D1632)	50
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632)	100
Soluble Chlorides (Cal 422)	62
Soluble Sulfate (Cal 417)	62
Soundness 5 Cycles/Size (Cal 214, ASTM C88)	120
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127)	69
Specific Gravity Fine Aggregate (Cal 207, ASTM C128)	74
Triaxial Shear Consolidated-Undrained (ASTM D4767)	330
Triaxial Shear Unconsolidated-Undrained (ASTM D2850)	150
Triaxial Staged Consolidated-Undrained (ASTM D4767)	420
Triaxial Staged Unconsolidated-Undrained (ASTM D2850)	210
Unconfined Compression (ASTM D2166)	162
Unit Weight Aggregate (Cal 212, ASTM C29)	80

Asphalt Concrete

Asphalt Conformance Testing Full (inc. % Bitumen, SA Extracted, (2) Hveem, Maximum Theoretical, (2) Stabilometer Value)	\$833
Asphalt Conformance Testing Modified (inc. % Bitumen, SA Extracted, (2) Hveem)	465
Asphalt Core Specific Gravity (Cal 308, ASTM D2726)	58
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188)	74
Emulsion Content (CTM 382)	178
Film Stripping (Cal 302)	178
Gyratory Compacted Plug (AASHTO T312)	133
Hamburg Wheel-Plant Produced HMA (AASHTO T324/Cal-Trans Section 39)	900



Asphalt Concrete - Continued

Hveem – Maximum Bulk Specific Gravity (Cal 308)	133
Hveem & Stabilometer Value (Cal 366)	\$168
Ignition Oven Correction Factor (AASHTO T308)	500
Marshal Density, Stability & Flow (ASTM D6927) per plug	168
Marshal Density (ASTM D6926) per plug	133
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370)	50
Moisture Vapor Susceptibility (Cal 307)	259
Optimum Bitumen Content (Cal 367)	3,100
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	183
Residue by Evaporation (Cal 331)	178
Rice - Maximum Theoretical Specific Gravity AC (Cal 309, ASTM D2041)	133
Sieve Analysis – Extracted Aggregate (Cal 382, ASTM D5444)	89
Stability and Flow (ASTM D1559)	147
Stabilometer Value (Cal 366)	147
Superpave Aggregate Qualities (Standard Cal-Trans Section 39 Requirements)	1,050
Superpave Mix Design-No RAP testing or Aggregate Qualities (AASHTO R35/Cal-Trans Section 39)	6,700
Superpave RAP Testing-Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39)	5,700
Superpave RAP Testing-Not Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39)	2,850
Swell Asphalt Concrete (Cal 305, ASTM D1561)	147
Tensile Strength Ratio-Plant Produced HMA (AASHTO T283)	900
Wet Track Abrasion (ASTM D3910)	285

Concrete

2X2 Cube Compression	\$27
Concrete Core Compression (ASTM C42)	59
Concrete Cylinder Compression (Cal 521, ASTM C39)	27
Flex Beam Modulus of Rupture (Cal 523, ASTM C78)	74
Modulus Elasticity (Cal 522, ASTM C469)	261
Shotcrete Mockup Panel (ASTM C1140)	1,040
Shotcrete Panel, 3 Cores – Compression (CBC)	290
Shrinkage-Hardened Concrete (ASTM C157 - Modified)	371
Split Tensile, Concrete Cylinder (ASTM C496)	74
Time of Set (ASTM C403)	200
Trial Batch Beam (Cal 523, ASTM C192)	69
Trial Batch Concrete Cylinder (Cal 521, ASTM C192)	38
Trial Batch Fabrication (ASTM C192)	298
Unit Weight, Hardened Concrete (ASTM C642)	45
Unit Weight, Lightweight Concrete (ASTM C567)	59

Masonry

Absorption Block (ASTM C140)	\$38
Compression Adobe	52
Compression Block, Standard (ASTM C140)	50
Compression, Brick (ASTM C67)	38
Efflorescence Block	59
Efflorescence, Brick (ASTM C67)	45
Grout Prism Compression (ASTM C1019)	27
Masonry Core Compression (ASTM C42)	51
Masonry Core Shear (CBC 2105A.4)	92
Masonry Prism Compression (ASTM E447)	149
Mortar Bond Strength – Pull Test (ASTM C482)	62
Mortar Cylinder Compression	27
Mortar Shear Strength (ANSI 118)	53
Relative Mortar Strength (Cal 515)	850
Shrinkage – Masonry Block (ASTM C426)	252
Trial Grout Prisms (ASTM C942)	38
Water Retention and Air Content (ASTM C270)	468



Metal

Bend Test, Reinforcing Steel (ASTM A615)	\$45
Bend Test, Structural Steel (ASTM A370)	60
Bolt Assembly – Hardness Test	74
Bolt Assembly – Tensile & Proof Load Test	74
Modulus of Elasticity (Steel)	146
Post-Tension Tendon Tensile Testing	185
Tensile Strength #3 - #8 Bar (ASTM A615/A706)	74
Tensile Strength #9 - #11 Bar (ASTM A615/A706)	90
Tensile Strength #14 - #18 Bar (ASTM A615)	<i>Quote</i>
Tensile Strength - Mechanical Splices #9 and Smaller (Cal 670).....	185
Tensile Strength - Mechanical Splices #10 to #14 (Cal 670).....	250
Tensile Strength - Mechanical Splices #18 (Cal 670)	<i>Quote</i>
Tensile Strength, Structural Steel (ASTM A370)	121

Miscellaneous

Fire Proofing Density Test (ASTM E605).....	\$69
Fiber Reinforced Polymer, Tensile (ASTM D3039).....	520
Rebound Hammer Calibration	40
Material Preparation	40/hr
Relative Humidity Test (ASTM F2170)	40/kit
Concrete Vapor Emission Kits (ASTM F1869)	36/kit
Test Chamber and Water Spray Rack (ASTM E1105)	275/hour
Miscellaneous Charges	Various
Default Expense.....	Various

TERMS AND CONDITIONS

All field services will be charged from portal to portal with the following minimum charges:

- A two-hour show-up charge will be applied to any service canceled the same day of service.
- A two-hour minimum charge will be applied to all field services.
- A four-hour charge will be applied to all field services requiring between two and four hours of work.
- A six-hour charge will be applied to all field services requiring between four and six hours of work.
- An eight-hour charge will be applied to all field services requiring between six and eight hours of work.
- Work in excess of eight hours up to twelve hours in a single day, will be charged in one-hour increments at 1.5 times the standard rate.
- Work in excess of twelve hours in a day will be charged in one-hour increments at 2.0 times the standard rate.

Work performed by field or laboratory personnel outside of normal business hours (6:30 AM – 5:00 PM) will be charged a premium on a case-by-case basis.

Reimbursables: SCST reserves the right to charge for services outside of the contract in the form of reimbursables. These items include, but are not limited to the following consumables: magnetic particle powder, ultrasonic copulvent, concrete cylinder cans, etc. The following are also included: mileage, travel time, equipment rental, administrative time utilized for photocopying, distribution lists, express mailing, archive searches, etc.

Subcontracted services that are included on the Fee Schedule will be charged at those rates. Subcontracted services not included in our Fee Schedule will be charged at cost plus 20 percent. Per Diem charges will be applied to projects outside a 50-mile radius of our office. Mileage will be charged at the rate of 50 cents per mile for distances over 50 miles from the location of dispatch.

Invoices for all services completed or in progress will be submitted monthly. These invoices are due in full upon presentation to the client. Invoices outstanding over 30 days will be considered past due. A finance charge will be computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent and charged on all past due accounts. If legal action is brought on delinquent accounts, the prevailing party shall be entitled to recover its reasonable attorney’s fees and other costs of collection.

Our professional engineering, geology, and inspection services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.

Should any services provided by SCST for this project become subject to state or federal prevailing wage requirements, SCST will be compensated for those services at prevailing wage rates, from the date these requirements become effective through completion of the project.

Celebrating more than 50 Years in Southern California



SCST, INC.
2017 PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into at San Diego, California, by and between SCST, Inc. a California corporation, hereinafter referred to as "Consultant" and, Magnolia Public Schools, hereinafter referred to as "Client."

Client intends to employ SCST to provide Earthwork Observation, Compaction Testing, Special Inspection and Materials Testing Services for the Magnolia Science Academy located at 6525 Estrella Avenue in San Diego, California, hereinafter referred to as "Project."

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1) Cooperation and Project Understanding

(a) Consultant will render the professional services set forth in the Scope of Work contained in the Consultant's Proposal, which is attached hereto and incorporated into this Agreement. Client will compensate Consultant in accordance with said Proposal.

(b) If Client requires additional services, Client agrees that said additional services shall be paid for by Client at Consultant's fee schedule in effect at the time of the services, or as agreed between Client and Consultant. Additional services verbally requested by Client or by any representative of the Client for the Project shall be subject to all of the terms and conditions of this Agreement unless modified by an amendment or addendum to the Agreement, or a new agreement between the parties for the additional services. A written modification to the Agreement may be requested by either Consultant or Client, and if such a modification is requested, any additional services shall be provided only upon approval in writing by both parties to said modification.

(c) Client will make available to Consultant all relevant information in its possession regarding existing and proposed conditions of the Project site. This information shall include, but not be limited to, all plans, specifications, surveys, test data, and written reports by previous consultants that may pertain to the Consultant's scope of work. Client will immediately transmit to Consultant any new or revised information, which may have an effect on Consultant's services under this Agreement.

(d) It is acknowledged that opinions, recommendations, and advice that may be provided by Consultant will be based on information furnished by Client or other persons or entities retained by Client, and on information obtained by Consultant through Consultant's own investigation, testing, inspection, and observation of work being performed by others. Consultant shall not be responsible for any incorrect advice, judgment, or decision based on any inaccurate or incomplete information furnished by Client or Client's

representatives, and Client will indemnify and hold harmless Consultant against all claims, demands, or liability arising out of or contributed to by such information or lack thereof.

(e) It is also acknowledged that, unless specifically set forth in Consultant's Scope of Work in attached Proposal, Consultant does not direct, control, or supervise the work of other persons or entities on the Project other than those that may be directly retained as subcontractors by Consultant. (Business and Professions Code § 6703.1)

2) Project Site

(a) If applicable, the Client shall indicate to Consultant the property lines of the Project site and be responsible for the accuracy of any boundary markers.

(b) The Client shall secure free and lawful access to the Project site for all necessary equipment and personnel of Consultant. Client shall notify any and all possessors of the project site that Client has granted Consultant free access to the Project site, and Client shall secure permission (and any permits) necessary to allow Consultant free access to the Project site at no charge to Consultant unless specifically agreed to otherwise in the Proposal attached hereto.

(c) If applicable, the Client shall take steps to see that the property is protected, on or off-site, including all landscaping, shrubs, and flowers. While Consultant will take all reasonable precautions to minimize any damage to the property, it will not be responsible for damage to lawns, shrubs, landscapes, walks, sprinkler systems, or underground utilities and installations caused by movement of earth or equipment.

(d) If applicable, the Client shall locate for Consultant and shall assume responsibility for the accuracy of Client's representations as to the locations of all underground utilities and installations. Consultant will not be responsible for damage by it to any such utilities or installations not so located, and any such damage by Consultant may, at Consultant's option, be repaired by Consultant and billed at cost plus 15% to Client.

(e) If applicable, Client shall notify Consultant of all locations where hazardous materials or wastes were stored, used, or disposed on the Project site.

(f) If applicable, Consultant agrees to backfill or adequately cover all open test holes made by it prior to leaving Project site unattended. Consultant agrees that all test holes will be backfilled upon completion of the job. However, Client may request test holes to remain open after completion of Consultant's work. In the event Client so requests, Client agrees to pay for all costs in connection with covering and



backfilling said test holes at a later date, and Client shall indemnify and hold harmless Consultant for all claims, demands, and liabilities arising from its request.

3) Safety

Consultant will not be responsible for the general safety on the job or the safety of any equipment or individuals on the Project site other than its own personnel and the equipment under its direction.

4) Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by Consultant, as instruments of service, shall remain the property of Consultant. In the event Client defaults on payment for Consultant's services, Client agrees that all reports and other work furnished to Client or its agents will be returned upon demand and will not be used by Client for any purpose whatsoever. Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

5) Samples

Consultant, or a subcontracted laboratory, will retain all soil, rock, and concrete samples for thirty (30) days after the issuance of Consultant's report or notification to terminate work. If the Client desires extended storage, the Client shall notify Consultant prior to the expiration date of this period. Extended storage or transfer will be at Client's expense.

6) Professional Standard

Client recognizes the inherent risks associated with the construction of improvements to real property. Client further recognizes that there may be significant variation in site conditions or in the work inspected or materials tested by Consultant. Consultant is responsible for performing its services in accordance with the standard of care set forth in the following paragraph, but this does not relieve the contractor or subcontractor from responsibility for their own work.

Consultant's services consist of professional and technical advice and observation only. Consultant will be responsible only for its own data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed. In the performance of its professional services, Consultant will proceed with work diligently with competent personnel, and will comply with that level of care and skill ordinarily exercised by reputable professional engineers, geologists, and special inspectors currently practicing under similar conditions in the same or similar localities. No warranty of any kind whatsoever, express or implied, is made or intended by Consultant, its

employees or agents, in connection with the services provided under this Agreement.

7) Indemnification

To the fullest extent permitted by law, Client agrees to indemnify, defend, and hold harmless Consultant, its officers, employees, and agents from any and all claims, damages, losses, and expenses, including reasonable attorney's fees and costs of litigation arising out of resulting from the services to be provided under this Agreement. However, such indemnification shall not apply to the extent that any such claims, damages, losses, and expenses are due to the willful misconduct or sole negligence of Consultant.

8) Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, the Client and Consultant agree that all disputes between them arising out of relating to the Agreement shall be resolved in accordance with the following procedures:

(a) Special Meeting. The parties shall first attempt to resolve any difference by businesslike negotiations. Either the Client or Consultant may call a special meeting, which shall specify the nature of the dispute to be resolved. This meeting shall be held within 3 working days of a written request, and shall take place at the job sites, Consultant's office, or such other location as shall be mutually agreed. The meeting shall be attended by representatives of Client, Consultant, and if necessary, other involved parties, who have authority to resolve the dispute. The parties shall make a good faith effort to resolve their differences at this meeting.

(b) Mediation. If the parties are not able to resolve the conflict through negotiation within 5 business days of the special meeting, the Client and Consultant agree that the dispute shall be submitted to nonbinding mediation unless mutually agreed in writing otherwise. This mediation shall be a prerequisite to either party pursuing further legal action, and no such legal action shall be initiated by either party until a good faith effort has been made by the parties to resolve their differences through the mediation process unless both parties agree to waive this mediation requirement. The costs of the mediation shall be equally shared by all involved parties.

9) Delays

Consultant will be excused for any delay in completion of this Agreement caused by acts of God, acts of Client or Client's employees or agents, inclement weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of Client to make payments promptly, or other contingencies unforeseen by Consultant and beyond the reasonable control of Consultant.



10) Termination of Agreement

In the event that either party desires to terminate this Contract prior to completion of the Project, written notification of such intention to terminate must be tendered to the other party. In the event that Client notifies Consultant of such intention to terminate Consultant's services prior to completion, Consultant reserves the right to complete such analysis and records as are necessary to place files in order, to dispose of samples, put equipment in order, and, where considered necessary to protect its professional reputation, to complete a report on the work performed to date. In the event that consultant incurs costs in Client's termination of this Agreement, a termination charge to cover such costs shall be paid by the Client.

In the absence of notification of termination, this Agreement shall continue in full force and effect until such time as Consultant has completed its services.

11) No Third Party Beneficiaries

This Agreement is entered into solely for the benefit of Client and Consultant and in no way is intended to benefit or extend any right or interest to any third party. It is the intention of Client and Consultant that they are the sole beneficiaries to the rights and obligations arising herefrom, and any benefit to be derived by any third party is merely incidental to and unintended by the Agreement.

12) Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted against the Consultant, a California corporation, and not against any of the Consultant's individual employees, officers or directors.

13) Attorneys' Fees

In the event that either party becomes involved in litigation arising out of this Agreement or the interpretation or performance thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs and other non-reimbursable litigation expenses.

14) Merger Clause

This Agreement, including the attached incorporated proposal, constitutes a final, complete, and total integration of any and all understandings between the parties. It supercedes all prior communications, understandings and agreements, whether oral or written.

Any subsequent change, alteration, addition, or modification must be mutually agreed upon, in writing, and signed by both parties.



15) Notices

Any notice required or permitted under this Agreement may be given by ordinary mail at the address contained in this Agreement, but such address may be changed by written notice given by one party to the other from time to time. Notice shall be deemed received in the ordinary course of the mail.

16) Assignments

The rights and obligations of either party to this Agreement shall not be assigned or otherwise transferred without the prior written consent of the other party. Subject to the foregoing, each party to this Agreement, where applicable, binds itself, its partners, successors, executors, administrators, and assigns with respect to all covenants, conditions, and promises of this Agreement.

17) Individual Responsibility

If Client is a corporation, the individual or individuals who sign this Agreement on behalf of Client warrant that they are duly authorized agents of Client.

18) Invoices

Consultant will submit invoices to Client, at Consultant's option, either semi-monthly or upon completion of the services. Invoices for Consultant's services are due and payable upon receipt, and shall be considered past due if not paid within 30 calendar days of the due date. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data will be provided upon Client's request.

A FINANCE CHARGE OF 1.5% PER MONTH, CALCULATED FROM THE INVOICE DUE DATE, WILL BE ASSESSED ON ANY INVOICES NOT PAID WITHIN 30 DAYS.

19) Disputed Invoices

If the Client objects to any portions of an invoice, the Client shall so notify the Consultant in writing within 30 calendar days of receipt of invoice. The Client shall identify the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within 11 days by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provisions of this Agreement. Finance charges as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor, calculated on the unpaid balance from the due date of the invoice.

20) Previous Consultant Fees

Client agrees that any previous consultant retained to perform professional services that are the same or related to those for

which this Agreement has been entered, has been or will be promptly paid in full by client. Client shall obtain full rights to use previous consultant's work product, if same is to be used by Consultant.

21) Severability

If any term or provision of this Agreement should be found to be in violation of any law or ordinance, it shall be deemed stricken from the Agreement, and the remainder of the Agreement shall remain in full force and effect.

22) Governing Law and Jurisdiction

This Agreement shall be governed by the law of the State of California, and jurisdiction for any disputes arising under this Agreement shall be brought in a court of competent jurisdiction in San Diego, County, California.

23) Limitation of Liability

CONSULTANT'S LIABILITY FOR DAMAGES DUE TO PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE TOTAL FEES RECEIVED BY CONSULTANT UNDER THIS AGREEMENT, OR THE AMOUNT OF \$50,000, WHICHEVER IS GREATER.

IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES, INCLUDING ATTORNEY'S FEES AND EXPERT WITNESS FEES AND COSTS, RESULTING FROM OR RELATED TO THE PROJECT OR THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of this ____ day of _____, 2017.

CLIENT:

Signature

Name

Title

Address

Date

Telephone Number

SCST, INC.:

Signature

Neal W. Clements, PE

Name

Chief Executive Officer/Owner

Title

6280 Riverdale Street, San Diego, CA 92120

Address

Date

17-0388

Proposal Number





SDVOSB . DVBE

July 20, 2017

SCST, Inc.
Corporate Headquarters
6280 Riverdale Street
San Diego, CA 92120
T 877.215.4321
P 619.280.4321
F 619.280.4717
W www.scst.com

SCST PROPOSAL NO: 17-0388

Mr. Frank Gonzalez
Magnolia Public Schools
250 East 1st Street, Suite 1500
Los Angeles, California 90012

Subject: PRELIMINARY INFORMATION REQUEST
MAGNOLIA SCIENCE ACADEMY
6525 ESTRELLA AVENUE
SAN DIEGO, CALIFORNIA

Dear Mr. Gonzalez:

Please provide the following information regarding the above referenced project and return this information with the signed Professional Services Agreement to our San Diego office via fax at 619-280-3450 or mail at your earliest convenience. We request this information as a routine matter in order to prepare and mail to you an accurate preliminary-20 day notice. If you have a construction lender, your lender will also be protected. Thank you for your prompt attention to this matter. Should you have any questions regarding this request please feel free to contact our office at 619-280-4321.

PROPERTY OWNER: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____

GENERAL CONTRACTOR: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____

CONSTRUCTION LENDER: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____

Sincerely,

Veronica Tabada

Contracts
\$48,258

June 27, 2017
Proposal No. P02-01011

Mr. Frank Gonzalez
Magnolia Public Schools
250 East 1st Street
Los Angeles, California 90012

Subject: Proposal for Geotechnical, Special Inspection and Materials Testing Services
Magnolia Science Academy
6525 Estrella Avenue
San Diego, California
DSA 04-116175

Dear Mr. Gonzalez:

We are pleased to present this proposal to provide geotechnical, special inspection and materials testing services during the construction of the Magnolia Science Academy campus to be located at 6525 Estrella Avenue in the Grantville area of the City of San Diego. In preparation of this proposal, we have reviewed the Division of the State Architect (DSA) approved plans and specifications for the subject DSA application number. We understand that the project will include the demolition of the existing structure and partial removal of existing utilities, construction of asphalt pavement, placement of seven modular classrooms and administrative office, and installation of underground utilities. This proposal was prepared without the benefit of a construction schedule or DSA Form 103 and is based on our assumptions as to the needed geotechnical, special inspections and materials testing.

It is our understanding that the seven modular structures will be from existing stock. In the event that new structures are utilized, special inspection during in-plant fabrication will be required. Costs for special inspection during fabrication are not included in this proposal but may be provided upon request. Site improvements will consist of the relocation of the existing gazebo, construction of masonry retaining walls, construction of asphalt pavement for beneath the proposed structures, basketball courts and parking areas.

A geotechnical report was contained in the electronic files received and indicated that the site is underlain by 2 to 6 feet of undocumented fill material. The fill is underlain by Very Old Paralic Deposits. It was recommended in the report that proposed foundations be entirely in fill material or paralic deposits. In the event that foundations will transition between fill and paralic deposits, it was recommended that the pad be over excavated such that the foundations would be underlain by 2 feet of engineered fill.

SCOPE OF SERVICES

We propose to provide construction testing/inspection services that will include geotechnical observations, materials testing, and special inspections services. We anticipate our construction related scope of services for this project to include the following:

- Reviewing available geotechnical reports prepared for the site.
- Preparing a change of geotechnical engineer of record report for submittal to DSA.
- Attending preconstruction and site meetings, as requested.
- Performing field observation and in-place density testing during the earthwork and flatwork subgrade operations.
- Performing geologic/engineering field services to evaluate the suitability of remedial grading and foundation excavations.
- Performing laboratory testing of the materials used for the earthwork operations. The tests performed are anticipated to include an evaluation of Proctor density/optimum moisture content analysis. Additional tests may be performed as appropriate.
- Performing review of concrete mix design.
- Performing sampling and tagging of reinforcing steel at the supplier's facility. Per the DSA Interpretation of Regulations Document IR 17-10, samples of the reinforcing steel will be obtained from bundles or coils identified by the manufacturer's mill and returned to laboratory for conformance testing.
- Performing sampling of high strength bolts on site, if required.
- Performing special inspection of reinforcing steel and formwork by our special inspector for proper size, spacing, and lapping.
- Performing concrete batch plant inspection during the production of structural concrete to be utilized on the project.

- Performing special inspection by our certified inspector during placement of the structural concrete. Our special inspector will perform continuous inspection during the concrete placements for proper mix designs, age of concrete, allowable water, proper ingredient proportions, and sample the fresh material. The inspector/technician will test the sampled material for temperature and slump, as well as cast one set of five concrete cylinders for every 50 cubic yards placed, or fraction thereof, during a day's placement per project specifications.
- Performing periodic special inspection during the placement and grouting of structural masonry by our certified inspector. Mortar, grout and prism samples will be fabricated and tested for the compressive strength as specified on the project plans in accordance with the California Building Code (CBC) Standards for masonry.
- Performing special inspection during shop fabrication of structural steel and embed plates. It is anticipated that the fabricator will be located within San Diego County
- Performing special inspection by our certified inspector of the field welding and high strength bolt installation. Welding inspection will include review of project plans and shop detail drawings, welding procedures, welder qualifications, proper fit-up, preheat, weld length, and weld quality. Inspection of high strength bolting will include review of mill certificates, verification of bearing surfaces, alignment, tightening and testing by specified methods for connection type.
- Performing special inspection during installation of post installed anchors.
- Performing load testing of post installed anchors.
- Performing laboratory material conformance testing in our in-house laboratory of reinforcing steel, high strength bolts, and masonry unit samples
- Performing laboratory testing to evaluate the compressive strength of concrete, mortar, grout, and prism samples.
- Reviewing for and preparation of Geotechnical Verified Report (DSA 293), Laboratory Verified Report (DSA 291), Interim and Final Verified Reports for submittal to the Division of the State Architect
- Engineering consultation and project management, including distribution of test reports and Final Verified Reports.

ASSUMPTIONS

This proposal has been prepared in accordance with the following assumptions:

- Work will be performed during normal workdays (Monday through Friday) and normal daylight work hours.
- The project is subject to prevailing wages.

- Shop fabrication special inspection of the modular structures will not be required.
- Shop fabrication of embed plates for the foundations will be required.
- Environmental sampling and testing of the subsurface soils is not included within the scope of this proposal. A cost for these services, if needed may be provided upon request.

FEE ESTIMATE

The construction geotechnical, special inspection and materials testing services described herein for the proposed Magnolia Science Academy campus will be provided on a time-and-expense basis accrued in accordance with the attached Schedule of Fees. For budgetary purposes, we have prepared an estimate for the above describe services. The estimated fee for the noted construction testing/inspection services is approximately \$80,900 (Eighty Thousand Nine Hundred Dollars). A breakdown of the fees associated with the geotechnical observation, special inspection and materials testing services during construction are presented on Table 1.

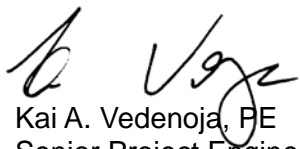
A DSA Form DSA-103 was not available in the preparation of this proposal. Generally inspection of concrete placement and post installed anchors is performed by the Project Inspector (IOR) but can be performed by a special inspector upon DSA approval. We have included the costs for these inspections in the attached table. Sampling of concrete and load testing of the post installed anchors would still be required if the inspection is performed by the IOR.

After formulation of a project schedule and construction drawings, estimated hours may be re-evaluated. It should be noted that the performance of the subcontractors can substantially affect the duration of our services. Requested engineering, special inspection, and field and laboratory testing not within the specified scope of services or in excess of those presented in the attached tables will be provided, based on time and materials, in accordance with the attached fee schedule.


Our fee does not include time to review drawings, preparation of construction specifications, meetings and other activities requested that are not presented in our estimated fee breakdown. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

If this proposal meets with your approval, please sign the attached work authorization form and return, authorizing us to proceed. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Respectfully submitted,
NINYO & MOORE



Kai A. Vedenoja, PE
Senior Project Engineer



Ronald S. Halbert, PE
Principal Engineer

KAV/RSH/gg

Attachment: Schedule of Fees
Table 1 – Breakdown of Estimated Fee for Construction Services
Work Authorization and Agreement

Distribution: (1) Addressee (via e-mail)

Schedule of Fees

Hourly Charges for Personnel

Principal Engineer/Geologist/Environmental Scientist	\$ 168
Senior Engineer/Geologist/Environmental Scientist	\$ 164
Senior Project Engineer/Geologist/Environmental Scientist	\$ 160
Project Engineer/Geologist/Environmental Scientist	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 141
Staff Engineer/Geologist/Environmental Scientist	\$ 128
GIS Analyst	\$ 114
Field Operations Manager	\$ 112
Supervisory Technician	\$ 98
Nondestructive Examination Technician, UT, MT, LP	\$ 105
Senior Field/Laboratory Technician	\$ 95
Field/Laboratory Technician	\$ 95
ACI Concrete Technician	\$ 95
Concrete/Asphalt Batch Plant Inspector	\$ 95
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)	\$ 95
Technical Illustrator/CAD Operator	\$ 86
Geotechnical/Environmental/Laboratory Assistant	\$ 73
Information Specialist	\$ 73
Data Processing, Technical Editing, or Reproduction	\$ 64

Other Charges

Concrete Coring Equipment (includes one technician)	\$ 165/hr
PID/FID Usage	\$ 140/day
Anchor load test equipment (includes technician)	\$ 105/hr
Hand Auger Equipment	\$ 65/day
Inclinometer Usage	\$ 40/hr
Vapor Emission Kits	\$ 40/kit
Level D Personal Protective Equipment (per person per day)	\$ 30/p/d
Rebar Locator (Pachometer)	\$ 30/hr
Nuclear Density Gauge Usage	\$ 15/hr
Field Vehicle Usage	\$ 12/hr
Direct Project Expenses	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

Notes:

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

Schedule of Fees for Laboratory Testing

Laboratory Test, Test Designation, and Price Per Test

SOILS

Atterberg Limits, D 4318, CT 204	\$ 160
California Bearing Ratio (CBR), D 1883	\$ 485
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation – Time Rate, D 2435, CT 219	\$ 75
Direct Shear – Remolded, D 3080	\$ 325
Direct Shear – Undisturbed, D 3080	\$ 275
Durability Index, CT 229	\$ 165
Expansion Index, D 4829, IBC 18-3	\$ 180
Expansion Potential (Method A), D 4546	\$ 160
Geofabric Tensile and Elongation Test, D 4632	\$ 180
Hydraulic Conductivity, D 5084	\$ 330
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 255
pH and Resistivity, CT 643	\$ 175
Proctor Density D 1557, D 698, CT 216, & AASHTO T-180 (Rock corrections add \$100)	\$ 200
R-value, D 2844, CT 301	\$ 295
Sand Equivalent, D 2419, CT 217	\$ 110
Sieve Analysis, D 422, CT 202	\$ 130
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 100
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 880
Triaxial Shear, C.D., D 4767, T 297	\$ 430
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 365
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 210
Triaxial Shear, U.U., D 2850	\$ 155
Unconfined Compression, D 2166, T 208	\$ 120
Wax Density, D 1188	\$ 100

MASONRY

Brick Absorption, 24-hour submersion, C 67	\$ 50
Brick Absorption, 5-hour boiling, C 67	\$ 60
Brick Absorption, 7-day, C 67	\$ 65
Brick Compression Test, C 67	\$ 50
Brick Efflorescence, C 67	\$ 50
Brick Modulus of Rupture, C 67	\$ 45
Brick Moisture as received, C 67	\$ 40
Brick Saturation Coefficient, C 67	\$ 55
Concrete Block Compression Test, 8x8x16, C 140	\$ 65
Concrete Block Conformance Package, C 90	\$ 485
Concrete Block Linear Shrinkage, C 426	\$ 135
Concrete Block Unit Weight and Absorption, C 140	\$ 60
Cores, Compression or Shear Bond, CA Code	\$ 60
Masonry Grout, 3x3x6 prism compression, C 39	\$ 35
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 185

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 60
Hardness Test, Rockwell, A 370	\$ 70
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 130
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 150
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 55
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	\$ 80
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 60

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 25
Concrete Mix Design Review, Job Spec	\$ 155
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 825
Concrete Cores, Compression (excludes sampling), C 42	\$ 60
Drying Shrinkage, C 157	\$ 350
Flexural Test, C 78	\$ 65
Flexural Test, C 293	\$ 60
Flexural Test, CT 523	\$ 80
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 45
Petrographic Analysis, C 856	\$ 1,900
Restrained Expansion of Shrinkage Compensation	\$ 270
Splitting Tensile Strength, C 496	\$ 90
3x6 Grout, (CLSM), C 39	\$ 45
2x2x2 Non-Shrink Grout, C 109	\$ 45

ASPHALT CONCRETE

Air Voids, T 269	\$ 50
Asphalt Mix Design, Caltrans (excl. Aggregate Quality)	\$ 2,800
Asphalt Mix Design Review, Job Spec	\$ 165
Dust Proportioning, CT LP-4	\$ 50
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 240
Film Stripping, CT 302	\$ 110
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 215
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 85
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200
SuperPave, Gyration Unit Wt., T 312	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 50
Voids filled with Asphalt, (VFA) CT LP-3	\$ 50

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 160
Cleaness Value, CT 227	\$ 160
Crushed Particles, CT 205	\$ 165
Durability, Coarse or Fine, CT 229	\$ 195
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 75
Organic Impurities, C 40	\$ 80
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 950
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 1,250
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 450
Sand Equivalent, T 176, CT 217	\$ 110
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 115
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 130
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 100
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 160

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 210
Roofing Tile Strength Test, (set of 5), C 67	\$ 210

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

Table 1 - Breakdown of Estimated Fee for Construction Services

Field Services

Field Technician - Building Pad Preparation	120 hours @	\$95.00 /hour	\$	11,400.00
Field Technician - Retaining Wall Backfill	24 hours @	\$95.00 /hour	\$	2,280.00
Field Technician - Trench Backfill	120 hours @	\$95.00 /hour	\$	11,400.00
Field Technician - Subgrade and Aggregate Base	40 hours @	\$95.00 /hour	\$	3,800.00
Field Technician - Asphalt Concrete	24 hours @	\$95.00 /hour	\$	2,280.00
Field/Laboratory Technician, Tag & Sample	40 hours @	\$95.00 /hour	\$	3,800.00
ACI Concrete Technician	24 hours @	\$95.00 /hour	\$	2,280.00
Reinforced Concrete, Special Inspector	80 hours @	\$95.00 /hour	\$	7,600.00
Concrete/Asphalt Batch Plant Inspector	40 hours @	\$95.00 /hour	\$	3,800.00
Reinforced Masonry, Special Inspector	40 hours @	\$95.00 /hour	\$	3,800.00
Structural Steel/Welding, Special Inspector, Shop	24 hours @	\$95.00 /hour	\$	2,280.00
Structural Steel/Welding, Special Inspector, Field	40 hours @	\$95.00 /hour	\$	3,800.00
Post Installed Anchor, Special Inspector	20 hours @	\$95.00 /hour	\$	1,900.00
Pull Test Technician and Equipment	12 hours @	\$105.00 /hour	\$	1,260.00
Field/Laboratory Technician, Sample Pickup	30 hours @	\$95.00 /hour	\$	2,850.00

Subtotal \$ 64,530.00

Laboratory Analyses

Proctor Density - D 1557	4 tests @	\$200.00 /test	\$	800.00
Expansion Index - D 4829, UBC 18-2	4 tests @	\$180.00 /test	\$	720.00
Chloride and Sulfate Content, CT 417 & CT 422	2 tests @	\$150.00 /test	\$	300.00
pH and Resistivity, CT 643	2 tests @	\$155.00 /test	\$	310.00
Extraction, % Asphalt, including Gradation, D 2172, CT 310	2 tests @	\$240.00 /test	\$	480.00
Hveem Stability and Unit Weight CTM or ASTM, CT 366	2 tests @	\$215.00 /test	\$	430.00
Concrete Block Conformance Package, C 90	2 tests @	\$485.00 /test	\$	970.00
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	2 tests @	\$35.00 /test	\$	70.00
Masonry Grout, 3x3x6 prism compression, UBC 21-18	2 tests @	\$35.00 /test	\$	70.00
Masonry Prism, half size, compression, UBC 21-17	2 tests @	\$120.00 /test	\$	240.00
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	16 tests @	\$55.00 /test	\$	880.00
High Strength Bolt, Nut & Washer Conformance, set, A-325	3 tests @	\$130.00 /test	\$	390.00
Compression Tests, 6x12 Cylinder, C 39	58 tests @	\$25.00 /test	\$	1,450.00

Subtotal \$ 7,110.00

Project Management, Technical Support, and Report Preparation

Principal Engineer/Geologist/Environmental Scientist	8 hours @	\$168.00 /hour	\$	1,344.00
Senior Project Engineer/Geologist/Environmental Scientist	28 hours @	\$160.00 /hour	\$	4,480.00
Project Engineer/Geologist/Environmental Scientist	10 hours @	\$156.00 /hour	\$	1,560.00
Technical Illustrator/CAD Operator	4 hours @	\$86.00 /hour	\$	344.00
Data Processing, Technical Editing, or Reproduction	24 hours @	\$64.00 /hour	\$	1,536.00

Subtotal \$ 9,264.00

TOTAL ESTIMATED FEE

\$ 80,904.00

WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

NINYO & MOORE
5710 Ruffin Road
San Diego, California 92123

PROPOSAL NO. **P02-01011**

1. PROJECT ADDRESS: **6525 Estrella Avenue, San Diego, California**
2. PROJECT DESCRIPTION: **Geotechnical, Special Inspection and Materials Testing Services**
3. SCOPE OF STUDY: **Please refer to proposal dated- Proposal dated June 27, 2017.**
4. FEE: **\$80,900 (Eighty Thousand Nine Hundred Dollars – Estimate Only)**
5. PORTION OF FEE IN ADVANCE OF WORK: **None**
6. CLIENT: **MAGNOLIA PUBLIC SCHOOLS**
250 East 1st Street
Los Angeles, California 90012
PHONE: **213/628-3634**

CONTACT: **Frank Gonzalez**
PHONE: **213/628-3634**
7. STATEMENT TO BE SENT TO: **Client**

CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **MAGNOLIA PUBLIC SCHOOLS**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as No. **P02-01011** dated **June 27, 2017**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical consulting services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

SAMPLE DISPOSAL

CONSULTANT will dispose of remaining soil, rock, and water samples approximately thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

MONITORING

If CONSULTANT is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, CONSULTANT will report observations and professional opinions to CLIENT or CLIENT's agent. No action of CONSULTANT or CONSULTANT's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CONSULTANT will report to CLIENT or CLIENT's agent any observed geotechnically related work which, in CONSULTANT's professional opinion, does not conform with plans and specifications. The CONSULTANT has no right to reject or stop work of any agent or subcontractor of CLIENT; such rights are reserved solely for CLIENT. Furthermore, CONSULTANT's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

If CONSULTANT is not retained by Client for the purpose of monitoring construction work or field activities, CONSULTANT will expressly not be held liable or responsible for such activities or for the geotechnical performance of the completed project. Monitoring of construction work or field activities and the geotechnical performance of the completed project is and will remain the sole and express responsibility of the CLIENT or other party designated by the CLIENT. CLIENT hereby agrees to indemnify and hold harmless CONSULTANT from and against any loss or judgment, suffered by the CONSULTANT as a result of a claim or lawsuit resulting from CLIENT's failure to monitor construction work or field activities for which CONSULTANT has not been retained.

CONSULTANT will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT. It is mutually understood and agreed by CLIENT and CONSULTANT that CONSULTANT has no control or enforcement ability over any persons or parties who are not employees of CONSULTANT. CONSULTANT does not purport to be, nor is CONSULTANT responsible for, any safety precautions nor programs incident thereto for such non-employees of CONSULTANT.

OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that CONSULTANT has been fully paid for the Services, CLIENT shall have the right to use the documents, maps, photographs, drawings and specifications resulting from CONSULTANT's efforts on the project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to CLIENT. CLIENT shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by CONSULTANT. CONSULTANT retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by CLIENT, including publication to third parties, on extension of this project or on any other project without CONSULTANT's written authorization, shall be at CLIENT's risk, and CLIENT agrees to indemnify, defend, and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse.

BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of three quarters of a percent (.75) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than

three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all other parties for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed \$50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party nor by an award of attorney's fees and costs to the prevailing party in excess of the aggregate liability agreed upon herein by the parties. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgement on a comparative negligence basis (CLIENT responsibility to include that of its agents, employees, and other contractors); and
2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CONSULTANT of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CONSULTANT agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CONSULTANT which are found to be contaminated.

DISPUTE RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;
2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

GOVERNING LAW AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

Printed Name of Client or Authorized Agent

Signature of Client or Authorized Agent



Ronald S. Halbert, PE 42204, Principal Engineer

Date

06/27/17
Date

Date

PM: **KAV**