

DAVIS JOINT UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into as of December 20, 2019 (the “Effective Date”) by and between the Davis Joint Unified School District, a public school district of the State of California (the “District”), and Mid Pacific Engineering, Inc. (MPE) (“Provider”). The District and the Provider are collectively referred to in this Agreement individually as “Party” and collectively as the “Parties.” This Agreement is made with reference to the following facts:

WHEREAS, the District requires services and/or advice of a highly specialized and technical nature in connection with certain financial, economic, accounting, consulting and/or administrative matters and such services and advice are not available within the District and cannot be performed satisfactorily by District employees; and

WHEREAS, Provider possesses the necessary expert knowledge, experience, and ability to perform services not available through District personnel, and Provider is specially experienced and competent to provide to the District certain specialized services and/or advice in one or more of the foregoing areas; and

WHEREAS, the District desires to engage Provider pursuant to Government Code Section 53060 because of Provider’s special expertise and experience, and Provider desires to be engaged by the District; and

WHEREAS, the District and Provider desire to reduce to writing the terms and conditions of the District’s engagement of Provider; and

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

ARTICLE 1. SERVICES TO BE PERFORMED BY PROVIDER

Section 1.1 Performance Of Services.

Provider agrees to perform services for the District as described in Appendix A to this Agreement (the “Services”) and shall provide other services as may be requested by the District from time to time.

Section 1.2 Method Of Performance And General Supervision.

Provider will determine the methods, details, and means of performing the Services required by this Agreement. Subject to the foregoing, the District retains the right to inspect, to stop work, to prescribe alterations and generally to monitor Provider’s work to ensure its conformity with the terms of this Agreement.

Section 1.3 Employment Of Assistants.

Provider may, at Provider's own expense, employ such assistants as Provider deems necessary to perform the services required of Provider by this Agreement. District may not control, direct, or supervise Provider's assistants or Providers in the performance of those services.

Section 1.4 Provider's Certifications, Representations and Warranties

Provider makes the following certifications, representations and warranties for the benefit of the District. Provider acknowledges and agrees that the District, in deciding to engage Provider pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representation and warranties and their effectiveness throughout the term of this Agreement and the course of Provider's engagement hereunder.

(a) Provider is qualified in all respects to provide to the District all of the services contemplated by this Agreement and, to the extent required by any applicable law, Provider has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such services as are called for hereunder.

(b) Provider, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

(c) Provider will perform their services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Provider will furnish, at their expense, those services that are set forth in this Agreement and represents that such services are within the technical and professional areas of expertise of the Provider or any sub-Provider the Provider has engaged or will engage to perform the service(s).

ARTICLE 2. TERM AND TERMINATION

Section 2.1 Term.

(a) This Agreement shall become effective on the Effective Date and shall continue through December 20, 2020 (the "Term"), unless the Agreement is earlier terminated by either Party in accordance with Section 2.2, below. Pursuant to Education Code Section 17596, the Agreement Term including all renewals shall not exceed five (5) years.

Section 2.2 Termination.

(a) This Agreement may be terminated by either Party upon fourteen (14) days written notice to the other Party in the event of a substantial failure of performance by such other Party, including insolvency of Provider or if the District should decide to abandon or indefinitely postpone the Project.

(b) In the event of a termination based upon abandonment or postponement by District, the District shall pay the Provider for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement, plus any sums due to the Provider for Board-

approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the District or in the possession of the Provider. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased Provider and replacement Provider costs, shall be deducted from payments to the Provider.

(c) In the event a termination for cause is determined to have been made wrongfully, or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 2.2 (d) below, and Provider shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Provider.

(d) This Agreement may be terminated for convenience by District without cause, upon twenty (20) days written notice to the Provider. In the event of a termination without cause, the District shall pay to the Provider for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination, plus any sums due the Provider for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to other documents, whether delivered to the District or in the possession of the Provider.

(e) In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of this dispute, Provider agrees to continue the work diligently to completion. If the dispute is not resolved, Provider agrees it will neither rescind the Agreement nor stop the progress of the work, but Provider's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. The Parties may agree in writing to submit any dispute between the Parties to arbitration. The District agrees to pay the Provider the undisputed amounts due under this Agreement.

The Parties understand and agree that this Termination Article shall govern all termination rights and procedures between the Parties. Any termination provision that is attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.

ARTICLE 3. COMPENSATION

Section 3.1 Terms Of Payment.

[Section 3.1 and 3.3 to be modified by the District as needed to address specific payment terms.]

In consideration for all Services to be performed by Provider, the District agrees to pay Provider eight thousand five hundred Dollars (\$8,500) for services as described in Attachment A. Provider shall submit to the District a statement of services rendered with an invoice. The District agrees to pay the amount due to Provider for the Services within 30 days after the Services are

performed.

Section 3.2 No Payroll or Employment Taxes.

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Provider. The payroll or employment taxes that are the subject of this Section include, but are not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

Section 3.3 Expenses.

Provider shall be reimbursed for the reasonable and actual out-of-pocket expenses incurred by Provider in the performance of Provider's duties and responsibilities under this Agreement, as provided for in Appendix A, provided that Provider shall first furnish proper vouchers and expense accounts setting forth the information required by the Internal Revenue Service for deductible business expenses.

Section 3.4 Accounting Records of The Provider.

Records of the Provider's direct personnel and authorized reimbursable expenses and records of accounts between the District and Provider shall be kept on a generally recognized accounting basis, and shall be available for inspection by the District at mutually convenient times.

ARTICLE 4. OTHER OBLIGATIONS OF PROVIDER

Section 4.1 Nonexclusive Services.

Provider may represent, perform services for, and/or be employed by such additional companies, persons, or clients as Provider, in Provider's sole discretion, chooses.

Section 4.2 Workers Compensation and Unemployment Insurance And Licenses.

Provider shall be responsible for providing, at Provider's own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for Provider and for Provider's employees, agents and independent Providers, as may be required by law.

Section 4.3 Materials and Equipment.

Provider shall supply all materials and equipment required to perform the Services under this Agreement, except as may be otherwise specified in Appendix A.

Section 4.4 Licenses, Permits, Fees and Assessments.

Provider shall obtain at Provider's sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Provider shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Provider's performance of the Services required by this Agreement.

Section 4.5 Fingerprinting.

For any work performed by Provider at District facilities, if and when requested by the District, Provider's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site pursuant to Education Code section 45125.1. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony, or has been convicted of a violent or serious felony as those terms are defined in Penal Code sections 667.5(c) and 1192.7(c), respectively. Provider shall not permit an employee to come into contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45125.1. Provider shall provide District with a list of names of employees who may come into contact with students and must certify in writing to the District that none of its employees who may come into contact with students have been convicted of a felony as defined in Education Code section 45125.1. District may request the removal of an employee from a District site at any time. Failure to comply with any of the provisions of this Section may result in termination of this Agreement.

Section 4.6 Confidentiality.

Provider acknowledges that, during the term of this Agreement, Provider may have access to privileged and confidential materials and information in the custody of clients of the District. Provider covenants and agrees to keep such information confidential and not to disclose such information directly or indirectly during, or subsequent to, the term of this Agreement. Provider further acknowledges that, during the term of this Agreement, Provider may obtain and have access to certain proprietary or confidential information, knowledge, technology, data, methods, files, records, and client lists relating to the District's business (collectively, the "Confidential Information"), which the District and Provider agree are proprietary or confidential in nature.

Provider acknowledges that:

- (a) The Confidential Information will be developed and acquired by the District at great expense, is of great significance and value to the District, and constitutes trade secrets;
- (b) The Confidential Information will be made known to the Provider in full reliance on this Agreement;
- (c) The Confidential Information is material and critically important to the effective and successful conduct of the District's business operations and activities; and
- (d) Any use of the Confidential Information by Provider other than for the District's benefit in connection with the business relationship between Provider and the District established by this Agreement will constitute a wrongful usurpation of the Confidential Information by Provider. The Provider hereby agrees to forever hold the Confidential Information in strict confidence and secret; provided, however, that Provider may disclose any or all of the Confidential Information to any corporation, partnership, trust, firm or other business entity not affiliated with the District if prior written consent of the District is obtained by Provider.

Section 4.7 [Reserved]

Section 4.8 Insurance.

Provider shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Provider and District from claims which may arise out of or result from Provider's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLAR (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

- (i) owned, non-owned and hired vehicles;
- (ii) blanket contractual;
- (iii) broad form property damage;
- (iv) products/completed operations; and
- (v) personal injury.

Section 4.9 Indemnification.

To the fullest extent permitted by law, Provider shall fully indemnify, defend and hold harmless the District, its employees, agents and independent Providers from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Provider's services performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force.

Section 4.10 Return of District Property.

On the termination of this Agreement or whenever requested by the District, Provider shall immediately deliver to the District all property in Provider's possession or under Provider's control belonging to the District in good condition, ordinary wear and tear and damage by any cause beyond the reasonable control of Provider excepted.

ARTICLE 5. PROVIDER'S WORK PRODUCT

Section 5.1 Ownership of Provider's Work Product.

(a) Provider agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written, or contributed by Provider, either individually or in collaboration with others, pursuant to this Agreement, shall belong to and be the sole property of District.

(b) Provider agrees that all rights in all works prepared or performed by Provider pursuant to this Agreement, including patent rights and copyrights applicable to any of the intellectual properties described in Subsection (a) above, shall belong exclusively to District and shall constitute “works made for hire.”

(c) The provisions of this Section shall not apply to any of Provider’s rights in any invention for which no equipment, supplies, facilities, or trade secret information of District was used, which was developed entirely on Provider’s own time, and which:

(i) Does not relate, at the time of conception or reduction to practice of the invention, to District’s business or to District’s actual or demonstrably anticipated research or development; or

(ii) Does not result from any work performed by Provider for District.

Section 5.2 Use of Copyrighted Materials.

Provider warrants that any materials provided by Provider for use by District pursuant to this Agreement shall not contain any material that is protected under the Copyright Act or any other similar law, except to the extent of “fair use,” as that concept is defined in the Copyright Act, and except to the extent that Provider has obtained permission to use such work from the copyright holder. Provider shall be solely responsible for ensuring that any materials provided by Provider for use by District pursuant to this Agreement satisfy this requirement. Provider agrees to hold District harmless from all liability or loss, including debt or exercise for attorneys’ fees to which District is exposed on account of Provider’s failure to perform this duty.

ARTICLE 6. GENERAL PROVISIONS

Section 6.1 Disputes Resolution.

In the event of any disputes or disagreement between the District and Provider with respect to the interpretation of any provision of this Agreement, or to the performance of the Parties under this Agreement, each Party shall appoint a designated representative to meet in good faith, to resolve the dispute or to negotiate an adjustment to any provision of this Agreement. Such negotiations shall be conducted in a timely manner to avoid undue delay in resolving the dispute. No formal proceeding for judicial resolution of any dispute or disagreement shall be commenced until a Party concludes in good faith and provides written notice to the other Party that an amicable resolution of the matter at issue through continued negotiation does not appear likely.

Section 6.2 Default.

A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

Section 6.3 Amendments.

This Agreement may not be altered or modified, except by a writing signed by the Parties.

Section 6.4 Status of Provider.

Provider enters into this Agreement, and will remain throughout the term of the Agreement, an independent Provider. Neither Provider nor its employees, agents or independent Providers shall become an employee, joint venturer, partner, agent or principal of the District while this Agreement is in effect. Provider's employees, agents and independent Providers shall not be entitled to the rights or benefits afforded to the District's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefit.

Section 6.5 Governing Law.

This Agreement shall be governed by and construed according to the laws of the State of California that would apply if all Parties were residents of California and the Agreement was made and performed in California.

Section 6.6 Notices.

All notices and demands between the Parties hereto shall be in writing and shall be served either personally or by registered or certified mail. Such notices or demands shall be deemed given when personally delivered or seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the Party to whom such notice or demand is to be given or made. Such notices and demands may also be sent by telex, telegraph, telecopier or other similar electronic transmission device providing for a permanent record of the notice or demand, and, if so served, such notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee.

All notices and demands shall be given as follows:

To the District:

Attn: Bruce Colby,
Chief Business & Operations Officer

Davis Joint Unified School District
526 B Street
Davis, CA 95616-3811

To the Provider:

Attn: Daniel C. Smith

Mid Pacific Engineering, Inc.
840 Embarcadero Drive, Suite 20
West Sacramento, CA 95605

Each Party may designate in writing such other place or places that notices and demands may be given.

Section 6.7 Assignment.

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

Section 6.8 Order of Precedence.

In the event of any conflict or inconsistency in the interpretation of this Agreement (including Attachments), such conflict or inconsistency shall be resolved by giving precedence to the body of this Agreement, then to the Attachments.

Section 6.9 Agreement Interpretation.

This Agreement is the result of arm's length negotiations between the Parties, and shall be construed as drafted by all Parties such that any ambiguities shall not be construed against either Party.

Section 6.10 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all signatories hereto have signed a counterpart of this Agreement.

Section 6.11 Entire Agreement.

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and it supersedes all other prior and contemporary agreements, understanding, and commitments between the Parties with respect to the subject matter of the Agreement.

Section 6.12 Severability.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 6.13 Effect of Recitals.

The Recitals and Exhibits herein are deemed true and correct, are hereby incorporated into this Agreement as though fully set forth herein, and the Parties acknowledge and agree that they are bound by the same.

Section 6.14 Force Majeure.

Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, riots, wars, acts of terrorism, governmental action or other events of force majeure beyond the Party's control, then such Party shall, upon written notice to the other Party hereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date of this Agreement.

DISTRICT:

DAVIS JOINT UNIFIED SCHOOL DISTRICT

By: _____

Name and Title: Bruce E. Colby, Chief Business Officer

PROVIDER:

Mid Pacific Engineering, Inc.

By: _____

Name and Title: Daniel C. Smith, Principal Engineer

APPENDIX A

SCOPE OF SERVICES



REDDING
530-246-9499 p
530-246-9527 f

WEST SACRAMENTO
916-927-7000 p
916-372-9900 f

GEOTECHNICAL ENGINEERING | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | SPECIAL INSPECTIONS

Davis Joint Unified School District
c/o Mr. Dave Fukui
Innovative Construction Services, Inc.
5433 El Camino Avenue, Suite 2
Carmichael, California 95608

November 4, 2019

Proposal for Geotechnical Engineering and Geologic Services

R.W. EMERSON JR. HIGH SCHOOL SCIENCE BUILDING

2121 Calaveras Avenue
Davis, California
MPE No. 19-0491

As requested, Mid Pacific Engineering, Inc. (MPE) is pleased to submit this proposal to prepare a combined Geotechnical Engineering/Geologic Hazards Report (GER-GHZ) for the proposed science building to be constructed at the existing R.W. Emerson JR. High School campus located at 2121 Calaveras Avenue in Davis, California.

In preparing this proposal we reviewed the project plan for the project, prepared by Hibser Yamauchi Architects, Inc., dated September 9, 2019, provided to us by representatives of Innovative Construction Services, Inc. (ICS). We also reviewed available geologic maps, groundwater information, and historical aerial photographs of the site on Google Earth and visited the project site.

PROJECT DESCRIPTION

Based on our review of the aforementioned plan, it is our understanding the project will consist of the construction of a science building with a plan dimension of 3,330 square feet (sf). It is our understanding, that the proposed structure will be pre-fabricated building supported on the conventional foundation system with concrete slab-on-grade floors.

Associated development is anticipated to include construction of underground utilities, exterior flatwork, and landscaping.

SITE DESCRIPTION

Area proposed for the structure is occupied by the existing pavements, herb garden, and irrigated lawn. Evidences of underground utilities (water, sewer, and electric lines) were noted in the area proposed for the exploration.

SITE DESCRIPTION

Preliminary review of available geologic information indicates the site is underlain by the Holocene Basin Deposits (fine-grained silt and clay) over sediments of Pleistocene age Upper Member of Modesto Formation (sand, silt, and clay). Based on our experience in the vicinity of the site, the site is underlain by clays to the depths of between 2 to 3 feet below the existing site grades. These strata are underlain by the interbedded layers of clays, silts, and silty sands to the maximum depth proposed for the exploration. Groundwater at the site is anticipated to be approximately 30 to 40 feet below existing site grades. The site is not located within a State designated liquefaction zone or State designated fault-rupture hazard zone.

SCOPE OF SERVICES

The purpose of the GER-GHZ is to evaluate potential geologic hazards that may be influential to the site; investigate the site, soil, geologic, seismic, and groundwater conditions in the areas of proposed construction; and, to prepare a report containing our findings, conclusions and recommendations for use by the other members of the design team to prepare contract plans and specifications.

The California Geological Survey (CGS) performs reviews of Geotechnical Engineering and Geologic Hazards Reports prepared under CCR Title 24 for schools. As part of the review process, CGS has developed minimum investigation, analysis, and reporting criteria for preparation of these reports. These criteria are presented in CGS Note 48. Among the minimum criteria presented in CGS Note 48 is a requirement that the subsurface exploration include at least one boring per 5,000 square feet of building footprint, with a minimum of two borings for any one building.

Based on our review of the aforementioned plan; the square footage of the proposed buildings; and, using the requirements of CGS, we propose to drill, log, and sample two (2) exploratory test borings within accessible areas of the site to maximum depths of 10 to 20

feet below the existing site grades (bsg). Additionally, we will conduct Cone Penetration Test (CPT) sounding to a maximum depth of 50 bsg to address potential for liquefaction and seismic settlement beneath the site as required by CGS.

Prior to drilling, Underground Service Alert (USA) would be contacted to identify existing underground utility lines within the proposed areas of subsurface exploration. We request that we be provided with all information regarding underground utilities that currently exists. Considering that evidences of underground utilities not covered by USA were noted during our site visit we will contact private utility locator to clear our test boring/CPT sounding locations. Our estimate includes costs for the services of a private utility locator.

Prior to our field investigation we will obtain drilling permit as required by the Yolo County Environmental Health. The borings and CPT sounding would be backfilled with neat cement as required by the Yolo County Environmental Health ordinance. We would work with your office and school representatives to locate an appropriate, on-site location for spreading out excess soil cuttings and to wash out and clean grout mixer (cement and water). Our scope and fee do not include the costs associated with drumming the drill spoils or their off-site disposal.

In addition to subsurface investigation, we propose to perform the following scope of services:

- Review of available published geologic literature.
- Review of available aerial photographs of the site and vicinity.
- Review of available site topographic, geologic and fault map coverage.
- Review of historic seismic activity within at least 100 kilometers of the site using the computer program EQSEARCH. This program lists historical earthquakes using an abbreviated and supplemented version of the CGS computerized earthquake catalog.
- Perform laboratory testing of soil samples collected during the subsurface exploration. Testing would include, but not be limited to: moisture content, sieve analysis, plasticity index, shear strength, and expansion index. We also would submit bulk samples of soil to Sunland Analytical for testing to determine preliminary corrosion characteristics of the soil.

Upon completion of our field investigation, laboratory testing and engineering and geologic analyses, we would prepare a formal report containing:

1. Site vicinity map;
2. Site Plan showing approximate soil boring and CPT sounding locations;
3. Logs of soil borings and CPT sounding;
4. Laboratory test results;
5. Findings regarding site, soil, geologic and groundwater conditions:
 - a. Geologic setting
 - b. Geologic structure
 - c. Groundwater
 - d. Faults and seismicity
 - e. Historic seismicity
 - f. Coseismic ground deformation (as applicable)
6. Conclusions regarding:
 - a. Geologic hazards (e.g., liquefaction, seismic-induced settlement, landslides, naturally-occurring asbestos or NOA, flood hazards, dam inundation, etc.) influencing the site
 - b. 2016 California Building Code seismic design parameters
 - c. Bearing capacity and foundation support
 - d. Expansive soil conditions
 - e. Preliminary soil corrosion potential
 - f. Effect of groundwater on development
 - g. Effects of existing development on new construction
 - h. Excavation conditions
 - i. Pavement subgrade quality
 - j. Soil suitability for use in fill construction
7. Recommendations regarding:
 - a. Site clearing
 - b. Site preparation and fill placement
 - c. Utility trench backfill
 - d. Building foundation design
 - e. Interior floor slab support
 - f. Exterior flatwork construction
 - g. Pavement design
 - h. Site drainage; and
8. Guide earthwork specifications.

This combined GER-GHZ report would contain information intended to satisfy CGS Note 48 criteria as of October 2013.

PREVAILING WAGES

SB1999 revised Section 1720 of the Labor Code relating to public contracts to include work performed during the design and preconstruction phases of a public works project, as well as the construction phase. During a Geotechnical Engineering investigation, the law only affects the rates that our drilling contractors charge for their services.

SCHEDULE AND FEES

The preceding scope of work will be performed under the direct supervision of a Certified Engineering Geologist and Registered Geotechnical Engineer.

The scope of work to prepare a combined Geotechnical Engineering and Geologic Hazards Report will be completed for an estimated fee of \$8,500. This cost estimate includes approximately \$1,300 in permit fees and additional time that will be incurred to grout the borings and CPT sounding with neat cement in accordance with Yolo County Environmental Health requirements. **This cost assumes that we conduct our field investigation on the same day and in conjunction with the field investigation for the proposed Da Vinci Charter Academy Administration Building (our separate proposal # 19-0490).** We would not exceed this fee estimate unless the field exploration uncovers conditions requiring additional study, report reviewing agencies require additional work, or if our work scope is revised, and only after receiving authorization from your office for additional work. Final billing for the work would be in accordance with the attached Schedule of Fees for the work accomplished.

We understand that timing is important for this project. Considering the school is in session we will conduct our field investigation on a Saturday. The actual date of field work has not yet been determined and will depend on rig availability. We can mark the site for USA and private utility locator clearances as soon as we are authorized to do so. Following our field investigation and completion of laboratory testing, engineering analysis and preparation of the report would take three weeks to complete.

Please note our work scope does not include environmental site assessment, environmental evaluation or testing of the project site. Our work scope also does not include a site-specific ground response or ground motion analysis or down-hole seismic testing. In addition, these fees do not include costs related to review of project plans and specifications, nor the costs associated with testing and observation services required during construction. A fee estimate for those services should be provided at a later date after more information is known about the plans and construction schedule.


AGREEMENT

If this proposal is acceptable, please indicate so by signing the authorization block below, initialing the general conditions and returning a copy of this letter as our formal authorization to proceed.

We appreciate the opportunity to submit this proposal and look forward to working with you.

Mid Pacific Engineering, Inc.


Vasily V. Parfenov
Senior Geologist/CEG No. 2355


Daniel C. Smith
Principal Engineer/GE2530

Attachments: General Conditions for Geotechnical Services
 Prevailing Wage Fee Schedule

I, the undersigned, agree to the terms and conditions as stated in the above proposal and the attached *General Conditions for Geotechnical Services*.

Signature

Title

Name

Date

MID PACIFIC ENGINEERING, INC.

Prevailing Wage Schedule of Fees – Sacramento Office

LABOR		Rate per Hour
	Field Testing and Inspection Technician (Concrete)	\$95
	Field Testing and Inspection Technician (Soils, Anchors and Miscellaneous Inspections)	\$115
	Senior Field Testing and Inspection Technician (Welding, Bolting and Masonry)	\$125
	Senior Field Testing and Inspection Technician (Non Destructive Testing, DSA Masonry)	\$135
	Managing Technician	\$135
	Laboratory Technician	\$85
	Draftsperson	\$80
	Staff Engineer/Geologist	\$125
	Project Engineer/Geologist	\$145
	Senior Engineer/Geologist	\$165
	Principal Engineer	\$185
Overtime and Double Time (work beyond 8 hour days, weekends and Holidays) will be billed at a rate of 1.5 and 2 times the hourly rate presented above, respectively. A 2-hour minimum charge will apply on all projects. A 4-hour minimum charge will apply on Saturday and Sundays. An 8-hour minimum charge will apply on Holidays.		
LABORATORY TESTING		Rate per Test
Soil and Aggregate		
	Absorption of Sand or Gravel	\$70
	Aggregate Unit Weight	\$65
	Aggregate Crushed Particles	\$110
	Atterberg Limits	\$175
	California Impact Method 216	\$245
	Compaction Curve	\$250
	Consolidation Test	\$590
	Corrosion Testing	\$165
	Direct Shear Test	\$160
	Durability	\$185
	Expansion Index	\$185
	Grain Size Analysis - Total Sieve (200, Fine and Coarse)	\$245
	Grain Size Analysis - Fine or Coarse Sieve	\$115
	Grain Size Analysis - Soils Finer than No. 200	\$105
	Grain Size Analysis - Hydrometer	\$175
	Moisture Content	\$40
	Permeability	395
	Resistance Value - Untreated	\$345
	Resistance Value - Treated with Lime or Cement	\$395
	Sand Equivalent	\$160
	Specific Gravity	\$130
	Triaxial Shear - Undisturbed	\$390
	Triaxial Shear - Remolded	\$475
	Unconfined Compression Test	\$125
	Unit Weight and Moisture Content - Undisturbed Sample	\$45
	Unit Weight and Moisture Content - Loose Sample	\$70
Concrete and Masonry		
	Compression Testing - Concrete 4x8 or 6x12	\$30
	Compression Testing - Grout, Mortar or CLSM	\$45
	Compression Testing - Masonry Unit or Brick	\$65
	Compression Testing - Masonry Prism	\$195
	Compression Testing - Concrete Core Including Trimming	\$55
	Compression Testing - Shotcrete Core	\$60
	Compression Testing - Hold Sample	\$25
	Flexural Strength - 6" x 6" concrete beam	\$130
	Length Change of Hardened Concrete - Batching, Compression Testing & Shrinkage Measurement	\$1200
	Length Change of Hardened Concrete - Shrinkage Measurement	\$420
	Masonry Unit Linear Shrinkage, Absorption and Moisture	\$525
Reinforcing and Structural Steel		
	Anchor Bolt or Prestressing Strand Tensile Strength	\$85
	Fire Proofing Unit Weight	\$60
	Machining of Special Fittings, Fixtures or Tensile Coupons - per hour	\$85
	Rebar Tensile and Bend 1 - 7 bar	\$125
	Rebar Tensile and Bend 8 - 14 bar	\$175
	Structural Bolt Set Tensile and Hardness	\$370
	Please contact our office for laboratory testing not listed on the this fee schedule	Quote
MISCELLANEOUS		
	Mileage - Billed Portal to Portal	\$0.75/mile
	Per Diem	\$175/day
	Outside Services	Cost +20%
	Interim Verified Report	\$350
	Final Verified Report	\$600
	Department of Industrial Relations Wage Reporting	\$150/month