

## **AGREEMENT FOR GEOTECHNICAL SERVICES Contract Number LCF 18/19-19**

This **AGREEMENT** is made as of 25<sup>th</sup> day of June, 2019 between the **La Cañada Unified School District**, hereinafter identified as the “**DISTRICT**”, and **Geo-Advantec, Inc.**, hereinafter identified the “**GEOTECHNICAL ENGINEER**” for New Outdoor Pool Facility & South Campus Improvements at La Canada High School, (“Project”).

### **1 PART 1**

#### **1.1 COMPENSATION**

1.1.1 The District shall compensate the Geotechnical Engineer for actual work performed in accordance with the full Terms and Conditions of this Agreement and Exhibits A and B for Lump Sum Price of \$9,590.

SERVICES	AMOUNT
Task 1: Geohazards/Geotechnical Studies	\$9,590
Reimbursable Expenses	\$5,000 (To be used only at the request of the District)

TOTAL NOT TO EXCEED AMOUNT FOR ALL SERVICES is \$14,590

Compensation for services during construction shall be negotiated at later date when construction contract has been awarded.

#### **1.2 ENUMERATION OF AGREEMENT**

1.2.1 This Agreement represents the entire and integrated agreement between the District and the Geotechnical Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both District and Geotechnical Engineer. This Agreement is also comprised of the documents listed below.

- a. Exhibit A: Scope of Services
- b. Exhibit B: Geo-Advantec’s Proposal 19-1093 Dated May 13, 2019

#### **1.3 PROJECT TEAM**

1.3.1 The District:

1.3.1.1 Program Manager is: Harold Pierre, P.E. (818)952-8077 or hpierre@linikcorp.com.

1.3.1.4 The District’s Program Manager (respective to the phase of the Project) shall be authorized to act on the District’s behalf with respect to all aspects of the Project. The District or the District’s Designated Representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Geotechnical Engineer’s services.

1.3.1.5 NOT USED.

1.3.1.6 The Geotechnical Engineer shall communicate with the District through the District’s Program Manager.

### 1.3.2 The Geotechnical Engineer:

1.3.2.1 Designated Representative is: Shawn Ariannia.

1.3.2.2 The Geotechnical Engineer's Designated Representative shall be authorized to act on the Geotechnical Engineer's behalf with respect to the Project and to bind the Geotechnical Engineer and the Geotechnical Engineer's consultants.

## 1.4 GENERAL TERMS AND CONDITIONS

1.4.1 The District and Geotechnical Engineer shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project Team.

1.4.2 Licensing Requirements. By signature on this Agreement, the declaration is made by the Geotechnical Engineer is professionally qualified, registered, and licensed to practice in the State of California. In accordance with California law, the Geotechnical Engineer shall sign and stamp all Documents.

1.4.3 The Geotechnical Engineer shall be responsible for the professional quality, technical accuracy, and coordination of all concepts, programming, reports, designs, drawings, specifications, and other services furnished under this Agreement. The Geotechnical Engineer shall, without additional compensation, correct or revise any errors, deficiencies, or omissions in concepts, programming, reports, designs, drawings, specifications, estimates, and other services.

1.4.4 The District's review, approval, acceptance, or payment for services shall not be interpreted or construed to operate as a waiver of any rights or cause for action arising out of the Geotechnical Engineer's performance of services under this Agreement. The Geotechnical Engineer shall remain liable to the District as allowed by law for any and all costs and/or damages caused by the Geotechnical Engineer's negligent performance of any of the services furnished under this Agreement.

1.4.5 Rights & Remedies. The rights and remedies of the District allowed by law are in addition to any rights and remedies provided in this Agreement.

1.4.6 Relationship. The relationship of the Geotechnical Engineer to the District under this Agreement is that of an Independent Contractor. The Geotechnical Engineer (or the Geotechnical Engineer's consultants) is not an employee of the District, is not carrying out the regular business of the District, and is not subject to the same employment regulations as applicable to employees of the District. Each of the parties will be solely and entirely responsible for their own acts and the acts of their employees. No benefits, special considerations, or employer/employee-type provisions are provided by the District to the Geotechnical Engineer, the Geotechnical Engineer's employees, or the Geotechnical Engineer's consultants, or the consultants' employees.

1.4.7 Successors and Assigns. The District and the Geotechnical Engineer each bind themselves, their partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Neither the District nor the Geotechnical Engineer shall assign or transfer his interest in the Agreement without written consent of the other.

1.4.8 Records and Documentation:

1.4.8.1 The Geotechnical Engineer and the Geotechnical Engineer's consultants shall be aware

that all documentation, including electronic correspondence, in the District's possession is a public record and the District is obligated to make all such records available upon request by any party or individual unless such records meet statutory requirements or California Administrative Rules for confidentiality.

1.4.8.2 The District shall have access to all records, correspondence, and files of the Geotechnical Engineer, its employees, engineers, and consultants pertaining to the Project. This access shall be continuing and survive the termination of the Contract for either cause or convenience. Such records shall be kept in a generally recognized format for a period of three (3) years from the date of termination of this Agreement or Final Acceptance of the Project by the District. All records shall be available to the District, or its authorized representative. The District does not consider documents, files, and records in the Geotechnical Engineer's possession or the Geotechnical Engineer's consultants' possession to be public records unless determined to be so by law or unless they come into the District's possession.

1.4.9 The Geotechnical Engineer warrants that he has not employed or retained any person, partnership, or corporation, other than a bona fide employee or principle owner working for the Geotechnical Engineer to solicit or acquire the Project described in this Agreement.

1.4.10 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the District or Geotechnical Engineer.

## **1.5 RESPONSIBILITIES OF THE PARTIES**

### **1.5.1 District Responsibilities:**

1.5.1.1 Unless otherwise provided under this Agreement, the District shall provide information in a timely manner regarding requirements and parameters of the Project. The District shall furnish a preliminary project program setting forth the District's objectives, schedule, constraints and criteria, including necessities and relationships, special equipment, systems and site requirements.

1.5.1.2 The District shall examine documents submitted by the Geotechnical Engineer and shall render decisions pertaining thereto.

1.5.1.3 The District shall furnish the services of consultants other than those designated as part of the Geotechnical Engineer's responsibility or authorize the Geotechnical Engineer to furnish them as a change in service or scope.

1.5.1.4 The District shall furnish testing, inspections, and reports as necessary for the Project such as structural, mechanical, chemical, and other laboratory tests, inspections, and reports or authorize the Geotechnical Engineer to furnish them as a change in service or scope.

1.5.1.5 The District shall furnish accounting and auditing services as may be necessary for the Project as he may require to ascertain how or for what purposes the Geotechnical Engineer has used the funds paid under the terms of this Agreement.

1.5.1.6 If the District observes or otherwise becomes aware of any error, fault, omission, or defect in the Project or non-conformance with the documentation or Plans and Specifications, he shall give prompt notice thereof to the Geotechnical Engineer.

### **1.5.2 Geotechnical Engineer's Responsibilities:**

1.5.2.1 The Geotechnical Engineer's services shall be performed as expeditiously as is consistent with professional skill and care, orderly progress of the Project, and in accordance with the Project Schedule.

1.5.2.2 The Geotechnical Engineer shall maintain the confidentiality of information specifically designated as confidential by the District, unless withholding such information would violate the law or create the risk

of significant harm to the public. The Geotechnical Engineer shall require similar agreements of the Geotechnical Engineer's consultants to maintain the confidentiality of information specifically designated as confidential by the District.

1.5.2.3 Except with the District's knowledge and express written permission, the Geotechnical Engineer shall not engage in any activity, or accept any employment, other agreement, interest, or contribution that would reasonably appear to compromise the Geotechnical Engineer's professional judgment with respect to this Project.

1.5.2.4 The Geotechnical Engineer is expressly prohibited from participating in or bidding on any part of the Contract for Construction or multiple construction contracts, if any, let by the District.

1.5.2.5 The Geotechnical Engineer shall review laws, codes, and regulations applicable to the Geotechnical Engineer's services. The Geotechnical Engineer shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

1.5.2.6 The Geotechnical Engineer shall be entitled to rely on the accuracy and completeness of services and information furnished by the District. The Geotechnical Engineer shall provide prompt written notice to the District if the Geotechnical Engineer becomes aware of any errors, omissions, or inconsistencies in such services or information.

## **2 PART 2**

### **2.1 GEOTECHNICAL INVESTIGATION REQUIREMENTS**

2.1.1 TIME: Subject to limitations stated in this Agreement, the specified Geotechnical Investigation shall be completed and the drawing(s) and report(s) delivered to the District within forty-five (45) calendar days upon the District's execution of this Agreement or authorization from the District to proceed.

2.1.2 Access and Protection of Property. The Geotechnical Engineer shall contact the Agency for information regarding access to the site and shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Geotechnical Engineer's entry, including, but not limited to, repair of curbs, sidewalks, lawns and plantings unless otherwise agreed to with the District.

2.1.3 Geotechnical Investigation and Reports. Services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, soil corrosion/resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations unless such services are specifically provided by the District.

2.1.3.1 Reports and Drawing Requirements. The Geotechnical Engineer shall sign and seal each report and/or drawing and certify to the best of the geotechnical engineer's knowledge, information, and belief that all information thereon is true and accurately shown. Drawings and drawing files shall contain written scale, graphic scale, North arrow (oriented to the top of the sheet), legend of symbols and abbreviations used on the drawing(s), and all dimensions and elevations in English units.

2.1.3.2 Investigation.

2.1.3.2.1 The geotechnical engineer shall perform borings and subsurface investigations in accordance with accepted geotechnical engineering practices and in the quantity and location as coordinated with the District, or the District's Architect/Engineer, in order to determine the subsurface soil strata, obtain representative samples for laboratory analysis, investigate the in-situ soil conditions, and investigate the subsurface water conditions.

2.1.3.2.2 All samples shall be classified in accordance with ASTM D-2488, "Standard Practice for Description and Identification of Soils."

2.1.3.2.3 Testing shall be performed in accordance with:

2.1.3.2.3.1 Standard Test Method for Penetration Test and Split Barrel Sampling of Soils, ASTM D-1586;

2.1.3.2.3.2 Thin-Walled Tube Sampling of Soils, ASTM D-1587;

2.1.3.2.3.3 Moisture Content Tests, ASTM D-2116;

2.1.3.2.3.4 Atterberg Limits, ASTM D-4318;

2.1.3.2.3.5 Sieve/Grain Size Analysis Tests, ASTM D-422 and C-136;

2.1.3.2.3.6 Consolidation/Swell, ASTM D-2438 and D-4546;

2.1.3.2.3.7 Shear Strength, ASTM D-2850, D-4767, and D-2166;

2.1.3.2.3.8 California bearing ratio, ASTM D 1883;

2.1.3.2.3.9 Proctor, ASTM D-698 and D-1557; and,

2.1.3.2.3.10 Corrosion tests such as resistivity, pH, and sulfates.

2.1.3.2.4 Percolation tests shall be performed in accordance with the California governing agency's currently accepted practices and procedures.

2.1.3.2.5 Other methods of investigation may be used upon prior approval of the District. Such methods include test pits, rotary borings, hand auger borings, subsurface strata delineation or other generally accepted geophysical methods.

2.1.3.3 Reports. Reports shall provide descriptive information of the scope of the investigation describing the tasks and analysis performed along with the following:

2.1.3.3.1 Sub-surface investigation. General description of the samples taken, locations, elevations, the testing methods performed, site geology, subsurface soils profiles, and groundwater observations.

2.1.3.3.2 Laboratory Investigations. General description of the examinations and classification of tests performed.

2.1.3.3.3 Design and Construction Recommendations. General description of the Project to be constructed with loading information obtained from the District or the District's Architect/Engineer. The geotechnical engineer shall perform a historical search regarding any previous construction on the site. The Report shall provide design criteria and make recommendations as appropriate for the Project in accordance with the attached proposal.

### **3 PART 3**

#### **3.1 OWNERSHIP OF DOCUMENTS**

3.1.1 All documents developed under this Agreement are and shall become the property of the District whether the Project for which they are made is or is not executed. It is understood and agreed that the District and the District's Architect/Engineer is permitted to reproduce the drawings and distribute the prints in connection with the use or disposition of the property without incurring obligation for

additional compensation to the Geotechnical Engineer.

3.1.2 The signing of this Agreement shall constitute a complete transfer of ownership, intellectual property and copyright of all documents from the Geotechnical Engineer to the District upon Substantial Completion of the Project. Such transfer shall not be construed by the Geotechnical Engineer as a grant for usage nor can it be revoked by the Geotechnical Engineer.

3.1.3 The District agrees to indemnify and hold harmless the Geotechnical Engineer from any and all claims, demands and causes of action of any kind or character arising as a result of reuse of the documents developed under this Agreement.

3.1.4 The District is restricted from using the Geotechnical Engineer's license seal/stamp in any form or manner as part of any reuse of documents developed under this Agreement. The Geotechnical Engineer may not remove its license seal/stamp from the Contract Documents used to construct the Project but may do so from electronic and hardcopy Record Drawings delivered to the District.

3.1.5 The Geotechnical Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Geotechnical Engineer's promotional and professional materials. The Geotechnical Engineer shall be given reasonable access to the completed Project to make such representations. However, the Geotechnical Engineer's materials shall not include the confidential or proprietary information regardless of whether or not the District has previously advised the Geotechnical Engineer in writing of the specific information considered by the District to be confidential or proprietary.

## **3.2 INSURANCE**

3.2.1 The Geotechnical Engineer, at its own cost, shall obtain and maintain during the term of this Agreement all insurance policies required pursuant to this Article. The District shall be named as an additional insured with respect to all such insurance except professional liability and Workers' Compensation Insurance. The insurance policies required pursuant to this Agreement shall be issued by one or more insurers licensed to do business in this State and having an A.M. Best Company rating of not less than an "A-9." Prior to commencing the Geotechnical Services, the Geotechnical Engineer shall provide to the District copies of all insurance policies required pursuant to this Article, together with duly authorized and executed certificates of insurance evidencing that such insurance policies are in effect ("Certificates of Insurance"). The Certificates of Insurance name the District as an additional insured and shall expressly require that the insurer notify the District not less than thirty (30) days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy. Language therein to the effect that the insurer shall "endeavor" to provide such notices shall not be acceptable. The District shall review the insurance policies and Certificates of Insurance required pursuant to this Paragraph to determine whether they comply with the requirements of this Agreement. The Geotechnical Engineer shall provide updated Certificates of Insurance to the District for each renewal of an insurance policy required pursuant to this Article. Any failure by Geotechnical Engineer to comply with the provisions of this Article shall be deemed a material breach of this Agreement.

1. Workers Compensation Insurance. The Geotechnical Engineer shall obtain and maintain Workers' Compensation Insurance as required by the Labor Code and Employer's Liability Insurance with coverage in an amount not less than five hundred thousand dollars (\$500,000).

2. Professional Liability Insurance. The Geotechnical Engineer shall obtain, and shall maintain until at least five (5) years after filing of the Notice of Completion, Professional Liability Insurance with coverage in an amount of not less than one million dollars (\$1,000,000.00).

3. General Liability Insurance. The Geotechnical Engineer shall obtain and maintain during the term of the Agreement a policy of commercial general liability insurance, written on an "occurrence" basis, providing coverage with a combined single limit of not less than two million dollars (\$2,000,000) for all activities conducted by Geotechnical Engineer pursuant to this Agreement ("Liability

Policy”). The Liability Policy shall contain a cross-liability endorsement and a waiver of the insurer’s rights of subrogation. The Liability Policy shall include limited coverage for the contractual liability assumed by the Geotechnical Engineer pursuant to this Agreement. The Liability Policy shall be primary with respect to any insurance or self-insurance programs covering the District, its Board members, officers, employees, agents and consultants.

4. Automobile Liability Insurance. The Geotechnical Engineer shall obtain and maintain during the term of this Agreement policies of business automobile liability insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3.2.2 Consultant Insurance. All engineers, experts and other consultants employed by or under contract to the Geotechnical Engineer in connection with this Agreement shall be required to independently comply with the insurance standards and requirements set forth in Paragraph 3.2.1 of this Article, unless other standards or requirements are approved by the District in writing. Unless such other insurance standards or requirements are approved in writing by the District, the Geotechnical Engineer’s agreements with its consultants shall contain provisions making them subject to the requirements set forth in Paragraph 3.2.1 of this Article.

The Geotechnical Engineer shall procure and maintain through termination or Final Acceptance of the Project, Workers Compensation Coverage and commercial liability insurance for protection from claims, actions, damages, and liabilities due to or arising out of bodily injury, automobile accidents, personal injury, sickness, disease, death, or other incidents for himself and all his employees and from claims, action, damages, and liability to or destruction of property arising out of services provided under this Agreement.

3.2.3 Indemnification and Hold Harmless. For purposes of this Paragraph, the term “District” is deemed to include its Board members, officers, employees and agents. The Geotechnical Engineer hereby agrees that it shall indemnify and defend the District, and hold the District harmless, against and from any and all claims, demands, causes of action, costs, including, without limitation attorney’s fees and expenses, liabilities, losses, damages and injuries of any kind (including those related to any injury to property or to the injury or death of any person) that in any manner arise out of, or result from any intentional or negligent act, error or omission of the Geotechnical Engineer or its officials, officers, employees, subcontractors, consultants or agents in connection with this Agreement or the performance of the Geotechnical Services. Any defense of the District shall be legal counsel reasonably acceptable to the District, and Geotechnical Engineer shall bear all cost, expense and risk thereof. In connection therewith, the Geotechnical Engineer shall pay or otherwise satisfy any judgment, award or decree that may be rendered against the District. The District, without jeopardizing or compromising any of its rights herein, may settle any demand, action or other legal proceeding on terms determined by the Board to be in the District’s best interest, and the Geotechnical Engineer shall reimburse the District for the amount paid in settlement, together with the District’s costs and expenses, including attorneys’ fees and expenses, incurred in negotiating and entering into such settlement. The Geotechnical Engineer also shall reimburse the District for any and all legal expenses and costs, including attorneys’ fees, incurred in enforcing the indemnity and other rights herein provided. The obligations of the Geotechnical Engineer set forth in this Paragraph shall not be deemed to be limited or restricted to insurance proceeds, if any, received by the District. The obligations of the Geotechnical Engineer set forth in this Paragraph shall survive termination of the Agreement with respect to Geotechnical Services provided prior to termination or expiration of this Agreement. However nothing above requires the Geotechnical Engineer to pay for or be responsible in any manner to the District for intentional or negligent acts of the District. The District shall indemnify and hold harmless the Geotechnical Engineer from and against all damages, claims and liability arising out of the negligent acts, errors, or omissions of the District, its officers, agents, consultants, and employees, including all judgments, awards, losses, expenses, costs and attorneys’ fees.

3.2.4 Equal Opportunity Employment. The Geotechnical Engineer shall be familiar with and be responsible for and adhere to all Federal and State requirements regarding employment practices. All hiring and other employment practices of the Geotechnical Engineer shall be in accordance with Federal

Equal Employment Opportunity laws, requirements and regulations and shall be nondiscriminatory, based on merit and qualifications without regard to race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

3.2.5 Personnel Expenses pertaining to mandatory or customary contributions and benefits related to employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans, and similar contributions are entirely the responsibility of the Geotechnical Engineer.

### **3.3 TERMINATION OR SUSPENSION OF THIS AGREEMENT**

3.3.1 The District or Geotechnical Engineer may terminate this Agreement upon giving written notice to the other that such party has defaulted and failed to fulfill its obligations under this Agreement. The written notice must contain an itemized description and accounting of default and failure. In the event of such default, the Geotechnical Engineer or District shall allow ten (10) calendar days for corrective action or submission of a corrective action plan. The ten (10) days shall be based upon the date of receipt of the notice by the other party. Should no satisfactory corrective action be taken or acceptable corrective action plan be provided by the defaulting party, the other shall have right to terminate the Agreement.

3.3.2 The District may terminate this Agreement without cause or for convenience at any time upon giving written notice to the Geotechnical Engineer. If the Agreement is terminated without cause, the Geotechnical Engineer shall be compensated for all services rendered prior to receiving the written notice.

3.3.3 If the Geotechnical Engineer fails to fulfill his obligations and the Agreement is terminated, the District may prosecute the Project to completion by contract or other means available. The Geotechnical Engineer shall be liable to the District for any and all additional costs incurred due to the Geotechnical Engineer's failure to perform. The rights and remedies available to the District provided herein are in addition to any and all other rights and remedies provided by law or equity.

3.3.4 If the District fails to make payments to the Geotechnical Engineer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination subject to the written notice provision above or, at the Geotechnical Engineer's option, cause for suspension of performance of services under this Agreement. If the Geotechnical Engineer elects to suspend services, prior to suspension of services, the Geotechnical Engineer shall also give ten (10) days written notice to the District. In the event of a suspension of services, the Geotechnical Engineer shall have no liability to the District for delay or damage caused the District because of such suspension of services. The Geotechnical Engineer shall resume services upon corrective action or submission of a corrective action plan by the District.

3.3.5 The Geotechnical Engineer cannot terminate this Agreement or suspend services if the Project is suspended or delayed by the District. The District shall notify the Geotechnical Engineer concerning any suspension or delay and may direct the Geotechnical Engineer to suspend services accordingly.

3.3.6 Any and all expenses, termination costs, anticipated overhead and profit, and consequential costs as a result of termination of this Agreement are specifically excluded and shall not be due the Geotechnical Engineer.

### **3.4 MISCELLANEOUS PROVISIONS**

3.4.1 Election to Arbitrate. In the event of any dispute between the parties related to the interpretation or enforcement of this Agreement, the parties may agree to submit such dispute to arbitration, either binding or non-binding, for resolution by a neutral third-party arbitrator. In the event the parties elect to arbitrate any such dispute, the parties shall attempt to agree upon a retired judge of the Superior Court in and for

the County of Los Angeles. If the parties are unable to agree on an arbitrator within thirty (30) days of the receipt of a request for arbitration, they shall request that the presiding judge of the Superior Court designate an arbitrator. Any agreement to arbitrate shall specify the parties' agreement as to the procedures and rules to be followed in conducting the arbitration, which, at a minimum, shall specify that the arbitrator must adhere to and apply all substantive statutory and case law that is applicable to the dispute. The District and the Geotechnical Engineer shall each pay one-half (1/2) the cost of the arbitration and each shall be responsible for its own attorneys' fees and costs related thereto. If the parties have elected binding arbitration and either party petitions to confirm, correct, or vacate the award as provided by Chapter 4 of Title 9 of the Code of Civil Procedure (commencing with Section 1285), the prevailing party shall be entitled as part of its costs to a reasonable attorney's fee to be fixed by the court.

3.4.2 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Geotechnical Engineer shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment by the Geotechnical Engineer without District consent shall be invalid.

3.4.3 Governing Law. This Agreement shall be governed by the laws of the State of California. Arbitration, action or other proceeding arising from or related in any way to this Agreement shall be conducted only in the County of Los Angeles.

3.4.4 Incorporation of Recitals and Exhibits. All recitals set forth herein, and all exhibits attached hereto or referenced herein, are hereby incorporated as effective and operative parts of this Agreement.

3.4.5 Geotechnical Engineer Not Officer or Employee of District. The District hereby retains Geotechnical Engineer on an independent contractor basis. The Geotechnical Engineer shall not be deemed or construed to be an employee of the District for any purpose whatsoever, including, but not limited to, for income tax purposes, and the Geotechnical Engineer is not entitled to the rights or benefits afforded to District's employees. Except as agreed by the parties and set forth in this Agreement, the Geotechnical Engineer shall have the sole discretion to determine the manner in which it will perform the Geotechnical Services. Any additional personnel performing the Geotechnical Services on behalf of Geotechnical Engineer also shall not be deemed or construed to be employees of the District, and shall at all times be under Geotechnical Engineer's exclusive direction and control. The Geotechnical Engineer shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Geotechnical Services and as required by law. The Geotechnical Engineer shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and Workers' Compensation Insurance.

3.4.6 No Third-Party Rights. The parties have entered into this Agreement solely for their own benefit, and no third party shall be entitled, directly or indirectly, to base any claim or to have any right arising from, or related to, this Agreement.

3.4.7 Time of Essence. Time is of the essence with respect to this Agreement and each provision herein.

3.4.8 Captions and References. The captions or headings set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent or any Article, section, subsection, paragraph, or other provision of this Agreement. Any reference in this Agreement to an Article, section, subsection or paragraph, unless specified otherwise, shall be a reference to an Article, section, subsection or paragraph of this Agreement.

3.4.9 Drafting of Agreement. In interpreting this Agreement, it shall be deemed to have been prepared by the parties jointly and no ambiguity shall be resolved against either party on the premise that it or its attorneys was responsible for drafting this Agreement or any provision hereof.

3.4.10 Entire Agreement. This Agreement sets forth the entire agreement and understanding concerning the provision by the Geotechnical Engineer to the District of Geotechnical Services for the Project, and this Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral. Each party acknowledges that the other party and the other party's agents, attorneys and other representatives have not made any promise, representation, or warranty whatsoever, express or implied, other than those contained herein to induce the execution of this Agreement and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

3.4.11 Severability. If any Article, section, subsection, paragraph, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining Articles, sections, subsections, paragraphs, sentences, clauses and phrases contained in this Agreement shall not be affected thereby and shall, to the extent possible in light of the illegal, null or void language, continue in full force and effect.

3.4.12 Waiver. The failure of a party at any time to require a performance by any other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Agreement by a party shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

3.4.13 Conflicting Provisions. In the event that provisions of any exhibit incorporated into this Agreement conflict in any way with the provisions set forth in this Agreement, the provisions herein shall control over the exhibits with respect to the actions and obligations of the parties and the interpretation of the parties' understanding concerning the performance of the Geotechnical Services.

3.4.14 Amendment. This Agreement may be amended or modified only by means of a writing duly approved and executed by the parties.

3.4.15 Prevailing Wages. The Geotechnical Engineer acknowledges the requirements of Labor Code Section 1770 *et seq.*, which would require the payment of prevailing wages if the Geotechnical Services or any portions thereof are determined to be a "public work" as that term is defined in the Labor Code. The Geotechnical Engineer shall defend, indemnify, and hold harmless the District, its Board members, officers, employees, agents and consultants from and against any claim or liability, including, without limitation, attorneys' fees and costs, arising from or related to any failure or alleged failure of Geotechnical Engineer to comply with Labor Code Section 1770 *et seq.*

3.4.16 Equal Opportunity Employment. The Geotechnical Engineer represents and warrants that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.4.18 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

3.4.19 Due Authority of Signators. Each individual signing this Agreement represents and warrants that he or she has been authorized by appropriate action of the party that he or she represents to enter into this Agreement on behalf of that party.

IN WITNESS WHEREOF, the District and the Geotechnical Engineer have executed this agreement the day and year first above written.

*Geotechnical Engineer.*

By:  \_\_\_\_\_  
Signature

Shawn Arianna  
\_\_\_\_\_  
Print Name

*La Cañada Unified School District*

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

## **EXHIBIT A SCOPE OF SERVICES**

### **1.0 BASIC GEOTECHNICAL ENGINEERING SERVICES**

The Geotechnical Engineer shall provide the geohazards evaluation and geotechnical services for the specified Project. Throughout the design of the Project, the Geotechnical Engineer shall consult with the District and the Project Architect to determine the specific location for borings required for the Project and other required analysis.

#### **1.1 GEOHAZARDS EVALUATION**

The geotechnical engineer shall evaluate the project location and prepare report in accordance with Special Publication 117A, "Guidelines for Evaluating and Mitigating Seismic Hazards in California (2008), and Special Publication 42, "Fault-Rupture Hazards Zones in California".

The findings of the work will be presented in the **Geotechnical Hazards Report** and shall provide an assessment of the potential for earthquake or other geological hazard damage pursuant to Education Code 17212 and 17212.5 and the California Code of Regulations, Title 5, Sections 14010(f), 14010(g) and 14010(i). In addition, Geotechnical Engineer shall refer to the latest "School Site Selection and Approval Guide, Appendix H" published by California Department of Education, for factors to be included in the Geohazard Report. The data should be presented in a form that enables the *District* to assess the economic effect which the soil, bedrock and groundwater may have on the viability of the project.

The geotechnical engineer shall submit the geohazard report to the California Geological Survey (CGS) for review and obtain approval from CGS.

#### **1.2 DETAILED GEOTECHNICAL INVESTIGATION**

The detailed geotechnical investigation shall performed in accordance with the 2013 and 2016 California Building Code and shall include at a minimum:

##### **1.2.1 Field Exploration**

The pattern of borehole drilling and/or test pit excavation should be agreed between the Geotechnical Engineer and the *District* or *District's* Architect or consulting design engineer. The nature of the project to be designed and the known subsurface conditions of the area usually dictate the location, spacing and depth of the test holes. The drilling of boreholes should be carried out by an experienced drill crew using the type of equipment best suited for the terrain and anticipated soil conditions. Boreholes may be advanced by wash boring, with or without driven casing, solid stem auger or hollow stem augers. Test pits may be hand or mechanically excavated. In all cases, the method by which the test hole has been made must be clearly stated as part of the field procedure. Such work should be performed under the direction of the Geotechnical Engineer;

##### **1.2.2 Field Sampling**

Exploration and field sampling work must be carried out in accordance with recognized practice, such as recommended by A.S.T.M. The frequency and type of sampling may be varied by the requirements of the project, but should be under the control of the Geotechnical Engineer.

##### **1.2.3 Field Testing**

Field *Testing* must be carried out in accordance with recognized practice such as recommended and by A.S.T.M. or in accordance with special instructions set out by the equipment manufacturers. Types of *Tests* normally done include in-situ vane, standard penetration, dynamic cone penetration, pressure meter and pumping *Tests*.

Other *Tests* depending on soil conditions may include static cone penetrometer, flat dilatometer, plate load *Tests*, etc. Such *Tests* must be utilized correctly and at the appropriate place in order to define the in-situ soils or bedrock parameters;

##### **1.2.4 Groundwater Records**

Fluctuations in the elevation of the groundwater occur over a period of time. It is considered good practice that the existing groundwater level should be monitored by piezometers or other methods as a routine part of any investigation. The installation of such equipment should be in accordance with recognized standards and as directed by the Geotechnical Engineer. Such installations may require additional visits to the site to make field observations until conditions have reached equilibrium. It is also essential that all observations of the encountering of seepage water or initial water percolation into test pits be recorded as part of the field records. Further, the rate of inflow and rise of water levels should be recorded at the time of the initial observations in order to assess correctly the apparent influence which the water condition may have on the design project as well as on construction procedures;

#### **1.2.5 Laboratory Testing of samples**

It is normally a requirement that representative samples from the detailed site investigation be tested in the laboratory for the determination of soil properties essential to the preparation of the geotechnical report. It is normally essential that the natural moisture content of samples be determined at the time of the investigation as a routine measure. Subsequent to the completion of the laboratory *Testing* program, the report and recommendations should be made based on the results obtained;

##### **1.2.5.1 Classification Tests**

Classification *Testing* of samples is frequently carried out to identify soil type. Such classification *Tests* include grain size analysis, Atterberg limits, moisture content determinations and must be carried out in accordance with recognized practice such as recommended by A.S.T.M.;

##### **1.2.5.2 Strength Tests**

Strength and consolidation *Tests* should be carried out on undisturbed samples if conditions warrant such *Testing*. Such *Tests* may be carried out in a variety of ways, depending upon the parameters required and the soil type being examined, but all such *Tests* must be carried out in accordance with recognized practice, such as recommended the Uniform Building Code, and by A.S.T.M. Laboratory *Testing* will be performed by trained and qualified technicians working under the control of the Geotechnical Engineer. Only such *Testing* as is required to provide the data for proper analysis of the geotechnical problem should be carried out;

##### **1.2.5.2 Corrosion Tests**

Perform laboratory corrosivity tests and evaluate the corrosion potential of the subsurface soils.

#### **1.2.6 Report and Recommendations**

The *Geotechnical Report* should outline the terms of reference of the investigation, should summarize the findings of the field investigation and the supplementary laboratory *Testing* and should then present the conclusions and recommendations based on these findings.

##### **1.2.6.1 Factual Data**

The factual data comprises the terms of reference, the details of the field investigation procedures, the results of the field investigation, the results of the field *Testing*, records of groundwater observations, laboratory *Test* results, site plan and inferred soil stratigraphy, etc. This portion of the report should not include any conclusions derived from the factual data;

##### **1.2.6.2 Report Recommendations**

The report recommendations and geotechnical conclusions shall be presented separately, so that these recommendations may be excluded from the construction contract documents if the District so desires. Such recommendations may cover a variety of activities, such as alternative founding depths/elevations with recommended design bearing values, pile design considerations, estimates of potential settlements, recommended safe slopes of banks or excavation walls, earth pressures for shoring design, dewatering requirements, soil stabilization, etc. The report shall include recommendation of foundation design, pavement design, earthwork/soil preparation, and fill placement. The recommendation should be made with due consideration to the construction proposed by the Architect or consulting engineer, in order to provide the most economic viable alternatives available for consideration. Only in this way can the District obtain the true benefits available from a competently performed geotechnical report. The report

embodying the findings of the Geotechnical Engineer should be a necessary tool for the planner, designer and for those contractors who specialize in dewatering, excavating and foundations. It is thus recommended that the part of the report containing factual information be incorporated in the construction contract documents.

The Geotechnical Engineer shall secure the required approvals thereof from all governmental agencies having jurisdiction over the Project; The Geotechnical Engineer shall be responsible for filing the Geotechnical report and other-related documents with to the California Geological Survey (“CGS”) as required by law. The Geotechnical Engineer shall provide the District with a copy of, and proof of filing of, each document so filed. The District shall be responsible for the payment of review fees to the CGS. The Geotechnical Engineer shall provide any additional or supplemental information to CGS and/or the Division of State Architects (“DSA”) as required.

### 1.3 SERVICES DURING CONSTRUCTION

**1.3.1 Foundation Subgrade Inspection** – Supervise and control the site inspection of the foundation bearing material during construction. Geotechnical Engineer should verify the conditions at the bottom of the excavated site as were anticipated and that no part of the excavation shows soil conditions which are substantially different than those which were anticipated. Verify that the specified bearing values have been achieved at the foundation level.

**1.3.2 Load Test Supervision (when required)** –Coordinate with the structural engineer to determine if this is required. Perform load test in accordance with recognized practice such as recommended by A.S.T.M. Details of the *tests* should be presented in graphical form representing the Load/Time/Settlement curves for the pile or footing tested; a report should be submitted providing details of the work and the results obtained.

**1.3.3 Fill Compaction Testing** – Inspect and test site borrow materials or granular fills for approval of soils. Submit report to the Contractor indicating acceptance or rejection of the work as it is performed.

**1.3.4 Pavement Subgrade Testing** – Test road and other paved areas subgrades for design recommendations for the eventual pavement design, which should be based upon the nature and condition of the subgrade at the time of construction of the paved area. Such *tests* may involve laboratory *testing* of samples recovered from the site or may involve in-situ *testing* of the subgrade in its prepared condition.

**1.3.5 Slope Stability Monitoring** – Supervised the installation of, and the monitoring of, slope indicators prior to, during and following construction of civil engineering works to ensure the safety of the facility.

**1.3.6 Field Instrumentation-Settlement** – Monitor the instrumentation established during construction to determine settlement and stress changes.

1.3.7 Provide design review or field observations of shoring or bracing for excavations and building or underpinning of adjacent structures;

1.3.8 Review of the contractor's methods, procedures and construction equipment with respect to the effect on the project;

1.3.9 Provide additional geotechnical services for Work resulting from corrections or revisions required because of errors or omissions in construction by the contractor;

1.3.10 Provide special sketches for drainage, special foundation measures, safe slopes and shoring requirements;

1.3.11 Attend special site meetings to review problems of an unforeseen nature that have arisen during foundation or earthworks construction.

# Geo-Advantec, Inc.

**G** *Geotechnical Engineering*

*Earthquake Engineering*

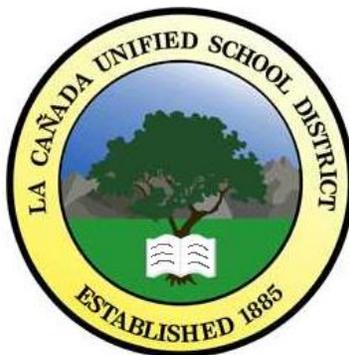
**A** *Inspection and Testing*

**I** *Engineering Geology*

## PROPOSAL FOR PRELIMINARY GEOTECHNICAL AND GEOHAZARD INVESTIGATION SERVICES

**PROJECT:**  
**NEW OUTDOOR POOL FACILITY & SOUTH CAMPUS  
IMPROVEMENTS AT LA CANADA HIGH SCHOOL**

**FOR:**



**PREPARED BY:**  
**GEO-ADVANTEC INC.**  
**457 W. ALLEN AVENUE, SUITE 113**  
**SAN DIMAS, CALIFORNIA 91773**  
**PROPOSAL NO.: 19-1053**  
**MAY 13, 2017**

Mr. Harold J. Pierre, P.E.,  
Program Manager  
Linik CORP. Builders Management

May 13, 2019  
Proposal No: 19-1093

**SUBJECT:** Proposal for Geotechnical Engineering Investigation and Geohazard Evaluation for Proposed New Outdoor Pool Facility and South Campus Improvement Project at La Cañada High School  
4463 Oak Grove Dr, La Cañada, CA 91011

Dear Mr. Pierre,

This proposal is in response to your request for a geotechnical engineering investigation at the subject property. Geo-Advantec, Inc., (GAI), along with its subcontractors will perform the activities described in the forthcoming sections of this proposal for the fee outlined. The investigation will be performed in order to provide geotechnical information for design and construction of the proposed developments, as described below, and will include our recommendations for design and construction of the proposed developments from a geotechnical standpoint. Our proposed scope of works and final submittal/report will be in compliance with the requirements of DSA and California Geological Survey (CGS), as addressed in CGS Note 48, and per the requirements of CBC 2016, Apeical Publication 117A (2008) and Special Publication 42, Fault Rupture Zones in California, and applicable guidelines published by California Department of Education, as outlined in the Request For Proposal (RFP).

## 1. SIMILAR EXPERIENCES

GAI team has conducted numerous geotechnical and geohazard investigation for DSA projects including several swimming pool and sport facilities project. Some of the projects are:

- New Swimming Pool and New Gymnasium for Palos Verdes Peninsula High School
- New Sport Facilities, Gymnasium and swimming pool for Redondo Beach High School, Redondo Beach Unified School District
- New Gymnasium for McKinley School, Pasadena Unified School District
- New Sport Complex including two swimming pools, one is Olympic size, and a 25,000 sf gymnasium for the Wisbern Unified School District (A \$40M project)

## 2. PROJECT CONSIDERATIONS

Based on the information provided, the proposed development will be conmprised of construction of a new outdoor swimming pool with adjacent restroom/locker room/office building, new basketball courts to be built on the footprint of the existing swimming pool, and reconfiguration and repaving of parking areas.

### 3. SCOPE OF WORK

Due to our vast previous work experience with DSA projects, especially sport facilities and swimming pools, and requirements of CGS-Note 48 applicable to all geotechnical works for DSA projects, we recommend the following phased scope of work to meet the requirements of the RFP.

#### A. Field Exploratory Program

The field exploration program for this project will be comprised of the following activities:

1. Performing site reconnaissance, and marking the boring locations in coordination with Client's representative
2. Calling DigAlert for utility clearances of the designated borings location
3. Performing adequate number of borings as tabulated in Table 1 and shown on Figure 1, attached.
4. Collecting bulk and relatively undisturbed samples at regular intervals of depth and at changes in the subsurface materials

In compliance with the requirements of applicable codes and standards, we propose to conduct the borings tabulated herein:

**Table 1- Proposed Borings**

<b>DEVELOPMENT / LOCATION</b>	<b>APPROXIMATE AREA/LENGTH</b>	<b>PROPOSED BORINGS (Number x Depth (ft))</b>
<b>Proposed Swimming Pool</b>	8,000 sf	2x40
<b>New Basketball Courts</b>	4 playgrounds	1x7 (possibly hand-auger method due to access limitation)
<b>Parking Area and Baseball Field</b>		3 x7'

All the borings will be performed by using a hollow stem truck-mounted drilling rig, and will be extended down to the specified depths or refusal, whichever is less. Relatively undisturbed samples of the subsoil will be obtained from the borings in order to determine the engineering properties of the subsurface materials. After samples are obtained and logged, the test holes will be backfilled to their original grade. During the course of this operation, some minor damages to landscaping and hardscaping may occur. "GAI" is not responsible for such damage. "GAI" will call Dig-Alert to locate the municipal utility lines leading to the properties. The owner/client will locate all underground utilities and installations within the property, before the scheduled field investigation date. "GAI" will not be responsible for damages to any such utilities or installations not so located.

#### B. Laboratory Testing Office Engineering and Final Report

Samples will be tested in the Geo-Advantec laboratory facility, accredited by DSA, to determine the engineering properties of the subsurface soils. The laboratory testing program as a minimum will include the following tests:

- Sieve Analysis
- Percentage Passing #200 Sieve
- Atterberg Limits
- Corrosivity Series
- Expansivity Test
- Direct Shear
- Consolidation

### C. Office Engineering and Final Report

The soil data obtained from the field and laboratory-testing program will be evaluated and an engineering evaluation and analysis will be performed. The final report will include the study methodology, field logs, laboratory analyses and our preliminary recommendations for the design and construction of the proposed developments from a geotechnical standpoint and will fulfill requirements of CGS/DSA. The geotechnical report will include the followings:

- A site plan showing the location of borings;
- A discussion of geotechnical condition of the site within the project area;
- A discussion of geological condition of the site;
- A discussion of the materials encountered in the borings and their engineering properties;
- Graphical log of the exploratory borings, summarizing the subsurface conditions encountered and the results of laboratory testing;
- Seismic Hazard Factors per CBC 2016;
- Evaluation of liquefaction potential at the site and provide necessary mitigative measures, if necessary
- Recommendations for design and construction of the proposed developments from soils engineering standpoint including; different types of foundation system, bearing capacity and settlement evaluation for the foundations, pavement recommendation for the proposed parking, as well as recommendations for temporary excavations, flatwork and utility trench backfilling requirement.

### 4. PROJECT SCHEDULE

The scope of work presented above would be completed within approximate 25 working days after the first day of drilling operations which will be about 10 days after receiving the written contract; provided the site is accessible. This scheduled timing does not include stand-by time imposed on GAI by reviewing agencies.

### 5. PROJECT COSTS

The following table provides the cost breakdown for the proposed scope of services:

**TABLE 1 – Proposed Cost Breakdown**

TASK	Estimated Amount	Cost/Unit	Total Cost	Remarks
<b>Drilling - Hollow Stem Auger/Hand-Augur (Crew+ Rig)</b>	8 hr	\$275 / hr	\$2,200	For 2 deep and 4 shallow borings
<b>Field Engineer</b>	10 hr	\$90/ hr	\$900	Boring Locations marking, Logging, sampling
<b>Laboratory Testing</b>	Lump Sum	Varies per test	\$1,400	A lump sum estimate
<b>Office Engineer/Senior Geotechnical</b>	32 hr	\$125/ hr	\$4,000	Analysis ,design and prepare draft report
<b>Senior Geologist</b>	4 hr	\$135/ hr	\$540	Seismic hazard and geology
<b>Principal Geotechnical Engineer</b>	2 hr	\$175/ hr	\$350	Final Review
<b>Drafter</b>	4 hr	\$50/hr	\$200	
<b>TOTAL PROPOSED FEE</b>			<b>\$9,590</b>	

Our total proposed not to exceed fee for the geotechnical investigation and geologic hazard evaluation scope outlined herein is \$9,590. The scope of the proposed investigation does not include environmental studies, geophysical studies, detail study of faults and landslides and study for Alquist-Priolo zones. The proposed scope of work also does not include any observation and testing during the construction phase and any plan review work. During construction phase, testing and inspection services will be provided on an on-call/as-needed basis and our fee will be based on the rates provided in our master fee schedule (attached). GAI will prepare and submit 3 stamped copies and a pdf copy of the report.

Thank you for the opportunity to be of service on this project. If there are any questions regarding this proposal, please call the undersigned. We look forward to providing our services to the La Canada School District for this and future projects.

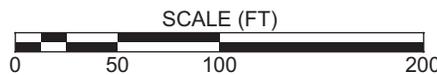
*Sincerely,*  
**Geo-Advantec, Inc.**



Shawn Arianna, Ph.D., P.E., G.E.  
President

Appendices:

- Figure 1. Proposed Borings Locations
- Master Fee Schedule



**LEGEND**

BORING LOCATION   
 NAME (DEPTH) **B-6 (7')**

**Geo-Advantec, Inc.**

PROPOSED BORING LOCATIONS PLAN

FIGURE

PROJECT NO.	19-1093
DATE	05-13-2019

La Canada High School - La Cañada Flintridge, CA

<b><u>ENGINEERING SERVICES</u></b>		
<b>ENGINEERING AND PROFESSIONAL SERVICES</b>		
Principal Geotechnical Engineer/Principal Engineering Geologist	\$ 175.00	Per Hour
Senior Geotechnical Engineer/ Senior Engineering Geologist/Senior Registered Engineer	\$ 150.00	Per Hour
Registered Civil Engineer	\$ 150.00	Per Hour
Project Manager	\$ 110.00	Per Hour
Staff Engineer/Staff Geologist/Field Engineer	\$ 100.00	Per Hour
Administration	\$ 40.00	Per Hour
Drafter	\$ 60.00	Per Hour
Principal Geologist Forensic/Field and Office	\$ 200.00	Per Hour
Principal Geotechnical Engineer Forensic (Field and Office)	\$ 250.00	Per Hour
Senior Engineer Forensic (Field and Office)	\$ 200.00	Per Hour
Field Engineer Forensic	\$ 150.00	Per Hour
Principal Geotechnical Engineer and Geologist Expert Witness and Litigation Tasks	\$ 350.00	Per Hour
Senior Geotechnical Engineer/Senior Registered Engineer Expert Witness and Litigation Tasks	\$ 300.00	Per Hour
<b>GEOTECHNICAL INVESTIGATIVE/PRE-CONSTRUCTION PHASE</b>		
<b>FIELD DRILLING AND TESTING</b>		
Field testing/sampling Helper (Technician)	\$ 90.00	Per Hour
Drilling – Hollow Stem Auger (6-8” diameter) (Minimum \$1500/day)	\$ 300.00	Per Hour
Drilling – Mud Rotary Wash Drilling (Minimum 8 hrs)	\$ 5500.00	Per Day
Drilling – Cone Penetration Test (minimum 4 hrs and 8 hrs after)	\$ 5000.00	Per 8 Hr. Shift
Coring- Pavement (Crew + Equipment, including rapid set concrete or cold AC patching)	\$ 250.00	Each Core
Saw-Cut – R-value Sampling (Crew + Equipment, including rapid set concrete or cold AC patching)	\$ 350.00	Each Location
<b><u>INSPECTION SERVICES</u></b>		
<b>GEOTECHNICAL MONITORING</b>		
<b>DURING CONSTRUCTION TESTING AND INSPECTION SERVICES</b>		
Soil Technician / Field Engineer (Prevailing Wage)	\$ 98.00	Per Hour
Soil Technician (Regular Wage)	\$ 70.00	Per Hour
Technician / Field Engineer – Pile and Tieback Monitoring & Inspection	\$ 100.00	Per Hour
Deputy Grading Inspector (City of LA)	\$ 110.00	Per Hour
Nuclear Gauge Equipment	\$ 50.00	Per Day
<b>MATERIALS SPECIAL INSPECTION</b>		
Inspector/Concrete, Batch Plant Inspection	\$ 98.00	Per Hour
Inspector/Masonry	\$ 98.00	Per Hour
Inspector/Welding/Steel/Tagging & Sampling	\$ 98.00	Per Hour
Inspector/Post-Tension	\$ 98.00	Per Hour
Inspector/Fireproofing	\$ 98.00	Per Hour
Inspector/UT	\$ 110.00	Per Hour
Inspector/Pull Test	\$ 125.00	Per Hour
<b><u>REPORTS</u></b>		
Soils (Geotechnical/Geohazard Evaluation) Report		Varies - Lump Sum
DSA-293 Report	\$ 500.00	Ea. Cert.
DSA-291 Report	\$ 500.00	Ea. Cert.
Final Grading / Compaction Report (Comprehensive-Minimum)	\$ 2000.00	Each
Pad Certificate Report	\$ 1500.00	Each
Utility Trench Compaction Report – (Length <5000 L.F.)	\$ 1500.00	Each
Wall Backfill Report	\$ 1500.00	Each
Monthly Interim In-Grading Report	\$ 1500.00	Each
Pile/Shoring Monitoring Report	\$ 1500.00	Each
Plan Review (Grading/ Foundation) (Per Quote, Minimum \$1,500)	\$ 1500.00	Each

## REPORTS

Materials Testing Final Verification Report	\$	500.00	Each Project
laboratory Report Review Letter (Stamped)	\$	750.00	Each

## LABORATORY TESTING

### SOIL AND AGGREGATE

#### CLASSIFICATION & PHYSICAL CHARACTERISTICS

ID	ASTM	CTM				
T101	C29	CT212	Unit Weight	\$	25.00	Each
T102	D4829		Expansion Index	\$	125.00	Each
T103	C117, D1140		Finer than #200 Wash	\$	50.00	Each
T104	C136	CT202	Sieve Analysis- Coarse & Fine Including Wash Aggregate	\$	150.00	Each
T105	C136	CT202	Sieve Analysis- Coarse Aggregate	\$	125.00	Each
T106	C136	CT202	Sieve Analysis- Fine Including Wash Aggregate	\$	125.00	Each
T107	D1140, D422		Particle-Size Distribution - Sieve Analysis + Hydrometer Combined	\$	200.00	Each
T108	D422		Hydrometer Analysis only	\$	125.00	Each
T109	D4318		Atterberg Limits LL, PL, & PI of Soils	\$	125.00	Each
T110	D2435		Consolidation (without Time Rate)	\$	185.00	Each
T111	D2419	CT217	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three)	\$	100.00	Each Set
T112	C127	CT206	Specific Gravity and Absorption (Coarse Aggregate)	\$	65.00	Each
T113	C127	CT206	Absorption Only, Coarse Aggregate	\$	90.00	Each
T114	C128	CT207	Specific Gravity and Absorption (Fine Aggregate)	\$	160.00	Each
T115	C128	CT207	Absorption Only, Fine Aggregate	\$	90.00	Each
T116	D854	CT203	Specific Gravity (Soil) by Hydrometer (Water Pycnometer)	\$	140.00	Each
T117	D2216		Water Moisture Content	\$	20.00	Each
T118	D3080		Direct Shear (3 Points)	\$	250.00	Each
T119	D3080		Direct Shear Remolded sample (3 points)	\$	300.00	Each
T120	D1557-A, B		Maximum Density 4 in. Mold Passing No.4 or 3/8 in. Sieve	\$	150.00	Each
T121	D2166		Unconfined Compressive Strength of Cohesive Soil	\$	150.00	Each
T122	D1557-C		Maximum Density 6 in. Mold Passing or 3/4 in. Sieve	\$	160.00	Each
T123	D2844	CT301	R-Value (3 Points)	\$	300.00	Each
T124	D2844	CT301	R-Value, Untreated Material	\$	280.00	Each
T125	D2844	CT301	R-Value, Treated Material	\$	300.00	Each
T126	D4791		Flat and Elongated Particles	\$	180.00	Each
T127		CT 229	Durability Index (fine and coarse) in Aggregate	\$	250.00	Each
T128		CT 229	Durability Index (fine or coarse) in Aggregate	\$	160.00	Each
T129	C142		Clay Lumps and Friable Particles in Aggregate	\$	150.00	Each
T130	C40		Organic Impurities in Fine Aggregates for Concrete	\$	140.00	Each
T131		CT205	Percentage of Crushed Particles	\$	180.00	Each
T132	C131	CT211	Los Angeles Rattler Test, (Abrasion Testing Machine), Small-Size	\$	275.00	Each
T133	C535	CT211	Los Angeles Rattler Test, (Abrasion Testing Machine), Large-Size	\$	350.00	Each
T134	C88	CT214	Sodium/Magnesium Sulfate Soundness of Aggregate, Per Sieve	\$	90.00	Each
T135		CT216	Tests for Relative Compaction of Soils & Aggregates	\$	180.00	Each
T136	C227	CT227	Cleanness Value of Coarse Aggregate	\$	190.00	Each

### CHEMICAL PROPERTIES OF SOILS

ID	CTM				
T190	643	Resistivity	\$	75.00	Each

CHEMICAL PROPERTIES OF SOILS					
ID	CTM				
T191	643		pH	\$ 50.00	Each
T192	417		Sulphate	\$ 60.00	Each
T193	422		Chloride	\$ 60.00	Each
T194	643, 417, 422		Corrosivity Series	\$ 185.00	Each
CONCRETE					
ID	ASTM	CTM			
T201	C39	CT521	Compression Tests, 6x12 and/or 4x8 Cylinders	\$ 28.00	Each
T202	C495		Compression, Lightweight Insulating Concrete	\$ 45.00	Each
T203	C42		Concrete Cores Compression Test (excludes sampling)	\$ 45.00	Each
T204	C42		Drilling Cores from Shotcrete Panel (Lab)	\$ 90.00	Each
T205	C109		Compression, Hydraulic Cement, Mortar 2" Cube Specimen	\$ 45.00	Each
T206	C496		Splitting Tensile Strength 6"x12" Cylinder	\$ 90.00	Each
T207	C293/C78	CT523	Flexural Strength Test (6"x6"x21" Beam)	\$ 110.00	Each
T208	C157		Drying Shrinkage (Set of 3)	\$ 420.00	Each
T209	C138		Unit Weight of Concrete Cylinders	\$ 45.00	Each
T210	C192		Review Existing Mix Design	\$ 100.00	Each
MATERIALS TESTING					
ID	ASTM	CTM	UBC		
T301			7-6	Fireproofing Density Test	\$ 50.00
T302				High Strength Bolt, Nut, & Washer Conformance, set	\$ 55.00
T303				Mechanically Spliced Reinforcing Tensile Test	\$ 75.00
T304	A416			Pre-Stress Still Strand (7 wire)	\$ 300.00
T305	A615, A706			Reinforcing Tensile or Bend Up to No.8	\$ 55.00
T306				Reinforcing Tensile or Bend No.9 to 11	\$ 80.00
T307				Reinforcing Tensile or Bend No.11 to 14	\$ 150.00
T308	N/A			Welding Procedure Review	\$ 100.00
HOT MIX ASPHALT TESTING					
ID	ASTM	CTM			
T401	D1561	CT304, 375		Laboratory Test Maximum Density (LTMD)	\$ 350.00
T402	D1650	CT304, CT366		Stabilometer Value	\$ 250.00
T403	D4546			Swell	\$ 110.00
T404	D2726	CT308		Specific Gravity & Density of Core	\$ 80.00
T405	D2041	CT309		Theoretical Maximum Specific Gravity & Density (Rice)	\$ 200.00
T406		CT370		Moisture Content by Microwave Oven	\$ 60.00
T407	D5444	CT202		Sieve Analysis of Extracted Sample	\$ 150.00
T408	C136	CT202		Sieve Analysis of Bin Aggregate Sample, each	\$ 60.00
T409	C136	CT202		Sieve Analysis of Combined Aggregate Sample	\$ 200.00
T410	D6307	CT382		Asphalt Content by Ignition Oven (Bitumen Content)	\$ 170.00
T411	D6307	CT382		Asphalt Content by Ignition Oven (Correction Factor)	\$ 240.00
T412	D1188			Unit Weight – Molded Specimen or Cores	\$ 45.00
T413	D2726, D6926			Compacted Maximum Density – MARSHALL	\$ 220.00
T414	D2172	CT310		Extraction, % Asphalt, including Gradation	\$ 175.00
T415	D1560	CT366		Hveem Stability and Unit Weight CTM or ASTM	\$ 125.00
MASONRY TESTING					
ID	ASTM		UBC		
T501	C140			Compression Test of CMU Block (gross)	\$ 55.00
T502	C140			Absorption & Moisture Content	\$ 50.00

MASONRY TESTING					
ID	ASTM	UBC			
T503	C426		Linear Shrinkage	\$ 175.00	Each
T504	C140		Unit Weight	\$ 60.00	Each
T505	C140		Dimensional Measurements	\$ 40.00	Each
T506	C1006		Splitting Tensile Strength	\$ 80.00	Each
T507	C140		Compression Test of Masonry Core	\$ 60.00	Each
T508		21-16	Compression Test of 2" x 4" Mortar Cylinder	\$ 28.00	Each
T509		21-17	Compression Test of Composite Prism	\$ 100.00	Each
T510		21-18	Compression Test of 3" x 3" x 6" Grout	\$ 45.00	Each
T511	CBC 2105A.4		Shear on Masonry Cores, 2 Faces, 6" or 8" Cores	\$ 125.00	Each

## WORKING HOURS

- GAI regular workweek is Monday through Friday.
- Monday through Friday overtime hours (1.5 times regular rate) apply after eight (8) hours per day. Premium time hours (2 times regular rate) apply after twelve (12) hours per day. Saturday overtime hours are 1.5 times the contracted hourly rate. Sundays and Holidays hours are 2.0 times the contracted hourly rate. Holidays observed by GAI are New Year's, Memorial, Independence, Labor, Veterans, Thanksgiving and Christmas.
- Regular and overtime hour charges shall be in one-hour increments.

## MINIMUM CHARGES FOR CONSTRUCTION PHASE INSPECTIONS

- All technicians and inspectors are based on a minimum of four (4) hours. Over four hours shall be real time for soils technicians and a minimum of eight (8) hours for materials inspectors. If an inspector or technician is scheduled to perform a service and no work is performed, two (2) hours for soils technicians and four (4) hour charge for material inspectors will apply and referred to as a show-up charge.

## TRAVEL & MILEAGE

- No travel time and mileage costs for engineering staff and materials/special inspection personnel. Per the regulations of Department of Industrial Relations (DIR-Public Works Manual 2016), for soils technicians performing construction inspection and testing carrying a nuclear gauge device travel time will be charged at contractual rate, from GAI's closest office and for round trip drive time (Portal to Portal).
- The travel time and mileage fee may be subject to change per the negotiation with the client and written approval.

## SCHEDULING & CANCELLATIONS

- A 24-hour notice is required when scheduling an inspection or technician. For same day scheduling and for after 3:00 pm the preceding day, the inspector/technician will be deployed to the site if a technician is available,

## PREVAILING WAGE

- The Prevailing Wage rates for construction monitoring and inspection services for 2018-2019 are provided in Page one (1). Our rates will increase proportionally every July 1 in accordance with the wage listed by the Department of Industrial Relations which is tied to Operating Engineers Local 12 documented annual increases plus corresponding changes in our general administration and overhead expenses. These adjustments shall become agreed upon basis for charges by GAI to Client.

## LABORATORY TESTING

- A sample pick-up charge of 2-hour minimum with an hourly rate of \$50 will be billed in addition to the prices quoted for testing for soils.
- Material samples will be discarded after testing, unless notification by Client has been made to GAI's laboratory prior to testing. If Client requires samples be retrieved after testing or stored at GAI's laboratory for an extended duration of time, arrangements can be made at no additional cost to the client.

## TERMS OF PAYMENT

- Invoices shall be deemed delinquent if not paid within thirty (30) days from date of invoice and will be subject to an additional charge of 1.5% of the unpaid balance for each month of delay. GAI reserves the right to terminate its services to Client without notice if all invoices are not paid currently. In case of service termination, the entire amount accrued for all services performed shall immediately become due and payable. Client waives any and all claims against GAI, its subsidiaries, affiliates, servants and agents, for termination of work pursuant to this paragraph.