# **CONSULTANT SERVICES AGREEMENT** (MATERIALS TESTING AND SPECIAL INSPECTION (T&I) SERVICES)

This AGREEMENT is made and entered into this <u>13<sup>th</sup> day of December in the year 2018</u> ("EFFECTIVE DATE"), by and between the CYPRESS SCHOOL DISTRICT, hereinafter referred to as (the "DISTRICT"), and <u>River City Testing</u>, hereinafter referred to as "CONSULTANT". The DISTRICT and the CONSULTANT are sometimes referred to herein singularly as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

**WHEREAS**, the DISTRICT requires specialized inspection and/or testing services for the <u>Landell Child</u> <u>Nutrition Services, CSLF #03/2018-19</u>, located within the DISTRICT (hereinafter referred to as the "PROJECT");

WHEREAS, CONSULTANT shall at all times be qualified and approved by the Division of the State Architect ("DSA") and shall at all times maintain proper qualifications, to perform the duties of and act as a testing laboratory and/or special inspector on school building construction projects and to perform the services required by this AGREEMENT; and

**WHEREAS,** CONSULTANT has indicated its willingness and commitment to provide its specialized testing and inspection services to the DISTRICT on the terms hereinafter set forth in this AGREEMENT.

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

# ARTICLE I SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT

1. <u>Services to be Provided by the CONSULTANT</u>. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the special inspection and/or testing services necessary to complete the PROJECT as required by the DSA approved Construction Documents and this AGREEMENT. The CONSULTANT's basic services shall include those services set forth in this AGREEMENT as well as those services articulated in the CONSULTANT's proposal which shall be attached hereto and incorporated herein as EXHIBIT "A" (the CONSULTANT's "PROPOSAL"). In the event of a discrepancy, inconsistency, conflict or other difference between the terms of the CONSULTANT's PROPOSAL with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

2. <u>CONSULTANT's Certifications, Representations and Warranties</u>. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT 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 laws, CONSULTANT 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. CONSULTANT, 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 worker's compensation and equal protection and non-discrimination laws.

c. If applicable, CONSULTANT shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

### ARTICLE II

# **CONSULTANT'S SERVICES AND RESPONSIBILITIES**

1. The CONSULTANT shall perform all special inspections and testing services in conformance with the PROJECT's DSA approved Construction Documents, applicable codes and code references. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

2. The CONSULTANT shall obtain a copy of the Construction Documents that were approved by the DSA for the completion of the PROJECT including, but not limited to, the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103), from the Design Professional in General Responsible Charge of the PROJECT (the "Architect/Engineer") prior to the commencement of construction on the PROJECT and shall maintain a copy of the approved DSA 103 form in the CONSULTANT's Project File for the duration of the PROJECT. The CONSULTANT shall thoroughly review and evaluate the approved DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

3. The CONSULTANT shall meet with the Project Inspector, the Architect/Engineer, Structural Engineer and the DISTRICT as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the special inspection and testing program required by the DSA approved Construction Documents for the PROJECT and this AGREEMENT.

4. The CONSULTANT shall prepare and submit an Interim Verified Report to the DSA, and provide a copy of such report to the Project Inspector for each of the applicable sections of the Project Inspection Cards (Form DSA 152), that are required for the completion of the PROJECT, when such sections require special inspections and/or testing prior to the Project Inspector's approval and sign off. The applicable sections of the Project Inspection Cards are as follows:

- (a) Initial Site Work;
- (b) Foundation;
- (c) Vertical Framing;
- (d) Horizontal Framing;
- (e) Appurtenances;
- (f) Non-Building Site Structures;
- (g) Finish Site Work;
- (h) Other Work; or
- (i) Final.

5. The CONSULTANT shall submit a signed Verified Report to the DSA, and provide a copy of such report to the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT upon any of the following events:

a. Within fourteen (14) days of the completion of the CONSULTANT's special inspection and/or testing work;

b. When work on the PROJECT is suspended for a period of more than one (1) month;

c. When the services of the CONSULTANT are terminated for any reason prior to the completion of the PROJECT; and/or

d. In the event the DSA requests a Verified Report.

6. The CONSULTANT shall work under the technical direction and supervision of the Project Inspector or the Architect/Engineer as applicable. The CONSULTANT shall keep the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT informed of all special inspections, testing and/or PROJECT related activities being performed by the CONSULTANT in order to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The CONSULTANT shall keep the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT thoroughly informed as to the progress of the work by submitting detailed daily reports, in writing, to the Project Inspector which outline the work inspected and/or tested. The CONSULTANT shall submit the detailed daily reports to the Project Inspector on the same day the inspections, testing and/or PROJECT related activities are performed and shall provide the Architect/Engineer, Structural Engineer and the DISTRICT with a copy of such reports. The CONSULTANT shall also submit daily special inspection reports in a timely manner to the Project Inspector so as not to delay the PROJECT. However, in no event shall the CONSULTANT submit a special inspection report to the Project Inspector later than fourteen (14) days from the date the special inspections are performed. The CONSULTANT shall provide a copy of each daily special inspection report to the Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the Project Inspector.

7. In the event the CONSULTANT identifies construction and/or material deviations from the DSA approved Construction Documents in connection with the work being completed on the PROJECT, the CONSULTANT shall immediately issue a written report of such deviations to the DSA. The CONSULTANT shall provide a copy of each report to the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the DSA.

8. If applicable, the CONSULTANT and any subcontractors (of any tier) performing work pursuant to this AGREEMENT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of this AGREEMENT. CONSULTANT shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of this AGREEMENT and in no event shall CONSULTANT be granted increased payment from the DISTRICT a result of CONSULTANT's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this AGREEMENT and grounds for termination for cause. If applicable, the CONSULTANT and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at

least on a monthly basis (or more frequently if required by the DISTRICT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and

related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

9. The DISTRICT has entered into a Community Benefits Agreement (CBA) (also known as a PLA,) with the Los Angeles and Orange Counties Building and Construction Trades Council, and the Signatory Craft Councils and Unions. A complete copy of this Agreement is included as a link to this RFP.

Note that all on site Building/Construction Inspectors and Field Soils and Materials Testers (Inspectors,) including quality control personnel covered in this RFP are considered a covered craft under the CBA. Therefore, the awarded firm will be bound to all applicable requirements of the CBA, including designation of Core workers and execution of a subscription agreement if not a signatory firm.

All firms will be required to submit an executed Letter of Assent once an Agreement is awarded. Firms will endeavor to use staff which help the District achieve its 30% local work force goals.

## ARTICLE III TERMINATION

1. 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 CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT 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 the CONSULTANT 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, reports and/or other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.

3. 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 Article III, Section 4 below, and CONSULTANT shall have no greater rights than it 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 CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT 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 CONSULTANT for Board approved extra services.

5. In the event the CONSULTANT is terminated, with or without cause, the CONSULTANT shall personally provide all the original Project Inspection Cards prepared or obtained by the CONSULTANT in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original Project Inspection Cards must be provided to the DSA assuming inspector or the DSA, as applicable,

within 48 hours of the effective date of the CONSULTANT's termination. Under no circumstances shall the CONSULTANT withhold any original Project Inspection Cards related to the PROJECT upon the CONSULTANT's termination. The CONSULTANT shall be responsible for any delays on the PROJECT that arise out of the CONSULTANT's failure to provide the original Project Inspection Cards to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the CONSULTANT's termination, the CONSULTANT shall provide copies of all current Project Inspection Cards in the CONSULTANT's Project File to the DISTRICT along with any other DISTRICT PROPERTY as further described in Article IV below.

6. 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, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT'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.

7. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT 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 IV REPORTS AND/OR OTHER DOCUMENTS

1. The Project Inspection Cards, reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter the "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days.

## ARTICLE V ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

## ARTICLE VI COMPENSATION TO THE CONSULTANT

#### 1. The DISTRICT shall compensate the CONSULTANT as follows:

a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in EXHIBIT "A," inclusive of reimbursable expenses, for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). In no event shall the CONSULTANT's compensation exceed <u>Twenty Thousand, Two Hundred Sixty Two Dollars (\$20,262.00)</u> for performing all the basic services detailed in Article II and EXHIBIT "A." CONSULTANT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation. Note that this fee will include all travel, and miscellaneous costs to furnish remote services at the fabrication plants, for both types of shelters included in this contract.

b. Invoices requesting payment for Additional Services performed in accordance with Article VII below must reflect the compensation approved by the DISTRICT and include a copy of the DISTRICT's written authorization. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services and no claim by the CONSULTANT for additional compensation related to Additional Services shall be valid absent such prior written approval by the DISTRICT to proceed with such Additional Services as required by Article VII.

## ARTICLE VII ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering any additional services. The DISTRICT may also require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for all additional services shall be negotiated and approved in writing by the DISTRICT before CONSULTANT performs such additional services. CONSULTANT shall not be entitled to any compensation for performing additional services that are not previously approved by the DISTRICT in writing. Additional services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. If the DISTRICT requests additional shifts to complete the services articulated in Article II and EXHIBIT "A" where the requests for additional shifts does not arise from the direct or indirect

negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT.

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

#### ARTICLE VIII MISCELLANEOUS

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a. <u>Workers Compensation and Employers Liability</u>: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. <u>General Liability</u>: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. <u>Professional Liability</u>: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence as set forth in Article VIII, Section 1(c) above, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings.

e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

f. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

2. CONSULTANT 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 CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor 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. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:

- 1. Owned, non-owned and hired vehicles;
- 2. Blanket contractual;
- 3. Broad form property damage;
- 4. Products/completed operations; and
- 5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2(b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work,

CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees. CONSULTANT shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to CONSULTANT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A," BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either

written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

9. Time is of the essence with respect to all provisions of this AGREEMENT.

10. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

12. In accordance with California Education Code Section 17604, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

13. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

14. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

#### CONSULTANT:

River City Testing 7338 Sycamore Canyon Blvd., Suite 4 Riverside, CA 92508 DISTRICT:

Cypress School District 9470 Moody Street Cypress, CA 90630

By:

By:

Robert Schumacher Print Name

Title: Director of Operations

Phone: 951.697.1000 Email: Jo.Birdwell@inlandinspections.biz <u>Tim McLellan</u> Print Name

Title: <u>Assistant Superintendent</u>, <u>Business Services</u>

Phone: 714.220.6940 Email: <u>tmclellan@cypsd.k12.ca.us</u> EXHIBIT "A"



River City Testing

7338 Sycamore Canyon Blvd., Ste. 4 ~ Riverside, CA 92508 (951) 697-0800 ~ fax (951) 697-5744

November 9, 2018

Cypress School District c/o Mrs. Lynne Pentecost Chief Executive Officer Schoolhaus Advisors, Inc. 1818 W. Chapman Ave, Suite G Orange, CA 92868

Lynne:

E-MAILED TO: lynne@schoolhausinc.com

RE: Margaret Landell Elementary School, Children Nutrition Services Building DSA Application Number 04-117668, File Number 30-7 DSA Special Inspections and Testing

Pursuant to your request, I am providing this proposal for the referenced services. This proposal is based on the plans (not DSA approved) as well as the DSA 103 Testing and Inspection. It is our understanding this project will start on December 8, 2018 and be completed by May 10, 2019. Our estimated fee is outlined below. I have also attached our general Fee Schedule.

Please contact me if you have any questions regarding our services or fees.

Sincerely,

Robert Schumacher Director of Operations

attachment

# EXHIBIT "A"

#### FEE SCHEDULE CYPRESS SCHOOL DISTRICT MARGARET LANDELL ELEMENTARY SCHOOL CHILDREN NUTRITION SERIVE BUILDING PROJECT

	FROJECT					
Engineer:	8 hours @ \$155.00 per hour	\$	1,240.00			
Soils Technician:	56 hours @ \$87.50 per hour	\$	4,900.00			
Special Inspector Batch Plant/Concrete:	24 hours @ \$88.50 per hour	\$	2,124.00			
Special Inspector Load Testing:	8 hours @ \$97.50 per hour	\$	780.00			
Special Inspector Rebar Sample:	8 hours @ \$88.50 per hour	\$	708.00			
Special Inspector Visual Welding Field:	40 hours @ \$88.50 per hour	\$	3,540.00			
Special Inspector Visual Welding Shop:	40 hours @ \$88.50 per hour	\$	3,540.00			
Soils Maximum Density Test:	2 tests @ \$125.00 per test	\$	250.00			
Mix Design Review:	1 mix @ \$125.00 per mix	\$	125.00			
Concrete Compression Test (10 sets of 4):	40 tests @ \$25.00 per test*	\$	1,000.00			
Rebar Bend Test:	5 tests @ \$32.00per test	\$	160.00			
Rebar Tensile Test:	5 tests @ \$37.00 per test	\$	185.00			
Deliver Samples to Testing Lab:	5 trips @ \$67.00 per trip	\$	335.00			
DSA Interim Verified Reports:	5 reports @ \$100.00 per report	\$	500.00			
One DSA 293 Final Geotechnical Affidavit:		\$	475.00			
One DSA 291 Final Laboratory Affidavit:		<u>\$</u>	400.00			
TOTAL		\$	20,262.00			
*If held comple does not require testing we w	*If held comple door not require tecting, we will only hill \$12.00 nor held comple for disposed for					

\*If hold sample does not require testing, we will only bill \$12.00 per hold sample for disposal fee.

\*Rates will be adjusted yearly. Hourly rates will increase \$2.50 each July 1.

#### NOTE REGARDING OVERTIME RATES:

eight hours Monday-Friday, excluding any Holiday

Normal hours: Overtime hours (1.5 X): first 4 overtime hours Monday-Friday and first 12 hours on Saturday, excluding any Holiday

Double-time hours (2 X): all hours over 12 on Monday-Saturday and all hours on Sunday or Holiday All invoices are due within 30 days. Interest in the amount of 1/2% per month will be added to all past-due amounts.

If any work is required to be added by an outside consultant, not included on this proposal, we will bill our cost plus 10%.

Prices include all required equipment, supervision, and reporting costs.

#### EXHIBIT "A"

#### RIVER CITY TESTING SCHEDULE OF FEES FOR LABORATORY TESTING AND INSPECTION SERVICES

CYPRESS SCHOOL DISTIRCT

#### EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2019\*

Laboratory Test, Test Designation, and Price Per Test

Expansion Index D 4829 \$200 Gunite/Shotcrete Samples (3 cores) \$225 Expansion Potential (Method A) D 4546 \$160 PEINEORCING AND STRUCTURAL STEEL Expansion Pressure (Method C) D 4546 \$160 PEINEORCING AND STRUCTURAL STEEL Gerdabric Tensile and Elongation Test D 4632 \$195 Fremeability D 2434 \$400 Hardness Test, Rockwell A 370 \$30 Practor Densily 10 1557 (Soils Max Density) \$125 Pre-Stress Strand (7 wire) A 416 \$160 R-Value D 2844 \$290 Chemical Analysis A-36, A-15 \$135 Sand Equivalent D 2419 \$78 Reinforcing Steel Tensile (up to #11) A 615, A 706 \$37 Sieve Analysis D 422 \$88 Reinforcing Steel Tensile (up to #11) A 615, A 706 \$32 Sieve Analysis D 1140 \$125 Kructural Steel Tensile (vp to #11) A 615, A 706 \$32 Sieve Analysis D 1140 \$323 Structural Steel Tensile (up to #11) A 615, A 706 \$32 Sieve Analysis D 1140 \$323 Structural Steel Tensile (vp to #11) A 615, A 706 \$32 Specific Gravity D 854 \$230 Welded Reinforcing Steel Tensile (up to #11) A 615, A 706 \$32 Sand Equivalent C17, C128 \$50 <b>ASPHALT CONCRETE</b> Durability CT 229 \$130 Mix Design Review (ub Spec) \$125 Sieve Analysis C 136 \$120 Hweem Stability and Unit Weight CT 386 \$180 Specific Gravity Carse C 127 \$100 Marshall Stability, Flow and Unit Weight D 2041 \$145 Specific Gravity Carse C 127 \$100 Marshall Stability, Rowan Unit Weight D 2041 \$145 Specific Gravity Carse C 127 \$100 Marshall Stability, Rowan Unit Weight D 2041 \$145 Specific Gravity Carse C 127 \$100 Marshall Stability, Rowan Unit Weight D 2041 \$145 Specific Gravity Fine C 128 \$300 Pick up an deliver sample per <i>sinp</i> \$ 77 Concrete Block Compression Test C 140 \$50 Unit Weight Graves (Musco) Per Quote Masonny Mortar 244 Quinder Compression UBC 21-16 \$25 Masonny Mortar 244 Quinder Compression UBC 21-16 \$25 DSA Inspection at Southern Bleachers/Doyle Mfg Per Quote Masonny Core Shear Test CBC \$30 DSA Inspection at Southern Bleachers/Doyle Mfg Per Quote Veneer Adhesion Test ESC \$30 DSA Inspection at Southern Bleachers/Doyle Mfg Per Quote Veneer Adhesion Test Mar Masonry \$575 Special Inspector Bashalt (Nuclear Gage		Test Des	signation, and Price Per Test	
Califormis Bearing Ration \$460 Compression Test 8x12 Cylinder \$30 Choride and Sulfate Content \$135 Concrete MD Besign Review \$125 Consolidation D 2435 Source 1 Audisturbed D 3080 \$226 Concrete Core Compression Test C 42 \$38 Direct Shear - Nemolded D 3080 \$227 Flexual Test C 78 Source 1 C 42 \$38 Direct Shear - Nemolded D 3080 \$275 Flexual Test C 78 Source 1 C 42 \$30 Concrete MC 72 29 \$250 Concrete Core Compression Test C 42 \$35 Direct Shear - Nemolded D 3080 \$275 Flexual Test C 78 Source 1 C 42 \$30 Concrete MC 72 29 \$250 Concrete MC 72 29 \$250 Concrete Source 1 C 78 \$35 Direct Shear - Nemolded D 3080 \$327 Flexual Test C 783 \$65 Direct Shear - Nemolded D 3080 \$320 Concrete Source 1 C 78 \$35 Protein Desky Test UBC 7.8 \$30 France Stat 3 \$30 France S		27.2.7		1
Choirde and Sulfate Content \$135 Concrete Mix Design Review \$125 Concrete Core Compression Test C 42 \$38 Dired Shear - Undisturbed D 3080 \$250 Flexural Test C 78 \$65 Dired Shear - Remoilded D 3080 \$250 Flexural Test C 73 \$ \$65 Dired Shear - Remoilded D 3080 \$275 Flexural Test C 73 \$ \$65 Dired Shear - Remoilded D 3080 \$275 Flexural Test C 73 \$ \$65 Dirability Index CT 229 \$ \$20 Flexural Test C 763 \$ \$65 Expansion Potential (Method A) D 4546 \$160 \$910 For Concent Strength \$ \$95 Derability Test C 293 \$ \$20 Flexural Test C 763 \$ \$75 Flexural Test C 763 \$ \$75 Flexural Test C 763 \$ \$76 Flexural Test C 763 \$ \$77 Flexural Test C 763 \$ \$76 Flexural Test C 763 \$ \$77 Flexural Test C 764 \$ \$76 Flexural Test C 764 \$ \$77 Flexural Test C 764 \$ \$70 Flexural Test C 764 \$ \$77 Flexural Test C 77 Flexural Test Flexural Sta	A CANADA A C			
Consolidation D 2435         \$320         Concrete Core Compression Test C 42         \$38           Direct Shear – Hemolded D 3080         \$250         Flexural Test C 78         \$65           Direct Shear – Remolded D 3080         \$257         Flexural Test C 723         \$65           Expansion Index C 1429         \$250         Gunte/Shotcrete Samples (3 cores)         \$225           Expansion Potential (Method A) D 4546         \$160         Splitting Tesnile Strength         \$95           Expansion Index D 4829         \$300         Gunte/Shotcrete Samples (3 cores)         \$225           Expansion Potential (Method A) D 4546         \$160         Splitting Tesnile Strength         \$20           Protor Density D 1557 (Soils Max Density)         \$125         Pre-Stress Strand (7 wre) A 416         \$160           Protor Density D 1557 (Soils Max Density)         \$125         Structural Steel Tensile (up to #11) A 615, A 706         \$32           Silve Analysis D 422         \$86         Soils Ionganic Imputites Test         \$200         Grade ED Anchor Test         \$275           Sole Inorganic Imputites Test         \$200         Grade ED Anchor Test         \$275         Sole Ionganic Imputites Test         \$200           Sole Inorganic Imputites Test         \$200         Grade ED Anchor Test         \$2710         \$252	-			
Direct Shear – Undisturbed D 3080         \$250         Flexural Test C 78         \$65           Durability Index CT 229         \$250         Flexural Test C 73         \$65           Durability Index CT 229         \$200         Flexural Test C 753         \$65           Expansion Index D 4829         \$200         Supting Tensile Strength         \$95           Expansion Potential (Method A) D 4546         \$160         BEINFCROING AMD STRUCTURAL STEEL         \$95           Gendatric Tensile and Elongation Test D 4632         \$160         Hardness Test. Rockned IA 370         \$20           Ph and Resistivity CT 643         \$100         Stress Strand (7 wice) A 416         \$150           R-Value D 2844         \$200         Chemical Analysis A-38, A-815         \$133           Siew Analysis D 422         \$85         Reinforcing Steel Tensile (up to #11) A 615, A 706         \$32           Siew Analysis D 1440         \$125         Structural Steel Tensile (up to #11) A 615, A 706         \$32           Siew Analysis D 140         \$125         Structural Steel Tensile (up to #11) A 615, A 706         \$32           Siew Analysis D 140         \$125         Structural Steel Tensile (up to #11) A 615, A 706         \$32           Siew Analysis D 140         \$125         Structural Steel Tensile (up to #11) A 615, A 706         \$32	<ul> <li>Market and a second s second second se Second second se Second second sec</li></ul>		A STATE OF A DECEMPTOR AND A D	
Direct Shear - Remolded D 3060         \$275         Flexural Test C 729         \$265           Durability Index C 1229         \$260         Flexural Test C 753         \$65           Expansion Index D 4829         \$200         Gunter/Shotorete Samples (3 cores)         \$225           Expansion Potential (Method C) D 4546         \$160         Splitting Tesnils Strength AL STELL         \$25           Expansion Potential (Method C) D 4546         \$160         Splitting Tesnils Strength Bott, Nut, K Washer Conformance set 3, \$25         \$150           Permeability D 2434         \$240         \$160         \$160         \$160           Protor Density D 1557 (Solis Max Density)         \$125         Pre-Stress Strand (7 wire) A 416         \$160           Sever Analysis D 422         \$ 86         Self Ensite (excluding machning) A 570         \$ 52         Size Analysis D 422         \$ 86           Sever Analysis D 140         \$125         Structural Steel Tensile (up to 411) A 615, A 706         \$ 32           Size Analysis D 142         \$ 80         Grade ED Anchor Test         \$ 225           Sever Analysis D 142         \$ 80         Grade ED Anchor Test         \$ 225           Sever Analysis D 143         \$ 30         Sever Seve			*	
Durability Index CT 229         \$250         Flexural Test CT 523         \$65           Expansion Index D 4829         \$200         Gunth/Shotzrefs Samples (3 cores)         \$225           Expansion Potential (Method A) D 4546         \$160         Splitting Tensile Strength         \$95           Expansive Tressure (Method A) D 4546         \$160         Network (1000) STRUCTURAL STEEL         \$95           Gentation Tensile and Elongation Test D 4632         \$196         Flexmeability Oness Test, Cockwell A 370         \$20           Prest Addition Tensile and Elongation Test D 4632         \$197         High Strength Boit, Nut, & Washer Conformance set A 325         \$150           Protor Density D 1557 (Solis Max Density)         \$127         Pre-Strens Strand (7 wire) A 416         \$160           R-value D 2344         \$200         Chemical Analysis A-36, A-615         \$135           Seve Analysis D 1440         \$122         \$86         Reinforcing Steel Tensile (wor bf11) A 615, A 706         \$22           Steve Analysis D 1440         \$122         \$120         Strate Bend (up to #11) A 615, A 706         \$22           Steve Analysis D 1440         \$122         \$120         Strate Bend (up to #11) A 615, A 706         \$23           Steve Analysis D 1420         \$124         \$140         Strate Bend (up to #11) A 615, A 706         \$120	Direct Shear – Undisturbed D 3080			\$ 65
Expansion Index D 4829         \$200         Gunite/Shotzrete Samples (3 cores)         \$225           Expansion Potential (Method A) D 4546         \$160         Splitting Testile Strength         \$95           Expansion Potential (Method C) D 4546         \$160         Splitting Test UBC 7-6         \$35           Permeability D 2434         \$400         Hardness Test, Rockwell A 370         \$20           Prodor Density D 1557 (Solis Max Density)         \$125         Pre-Stress Strand (7 wire) A 416         \$153           Sand Equivalent D 2419         \$75         Reinforcing Steel Tensile (up to #11) A 615, A 706         \$32           Save Analysis D 1420         \$126         Structural Steel Tensile (up to #11) A 615, A 706         \$32           Save Analysis D 1420         \$125         Structural Steel Tensile (up to #11) A 615, A 706         \$32           Seve Analysis D 1420         \$125         Structural Steel Tensile (up to #11) A 615, A 706         \$32           Solis Inorgania Impurities Test         \$200         Veided Reinforcing Steel Tensile (up to #11) A 615, A 706         \$32           Solis Inorgania Impurities Test         \$200         Structural Steel Tensile (up to #11) A 615, A 706         \$32           Solis Inorgania Impurities Test         \$200         Weided Reinforcing Steel Tensile (up to #11) A 615, A 706         \$32           Specific Gra	Direct Shear – Remolded D 3080		Flexural Test C 293	\$ 65
Expansion Potential (Method A) D 4546         \$160         Splitting Tensile Istrength         \$ 95           Expansive Pressure (Method C) D 4546         \$160         NEURPORCING ADD STRUCTURAL STEEL           Gerdahic Tensile and Elongation Test D 4632         \$196         Fireproofing Density Test UBC 7.8 STEM         \$20           pH and Resistivity CT 643         \$175         High Strength Bolt, Nut, & Washer Conformance set A 325         \$150           R. Value D 2844         \$200         Chemical Analysis A.36, A-615         \$153           Sand Equivalent D 2419         \$75         Reinforcing Steel Tensile (up to #11) A 615, A 706         \$37           Seve Analysis D 422         \$85         Reinforcing Steel Tensile (up to #11) A 615, A 706         \$37           Seve Analysis D 1420         \$120         Structural Steel Tensile (up to #11) A 615, A 706         \$37           Seve Analysis D 1420         \$120         Structural Steel Tensile (up to #11) A 615, A 706         \$320           Solis Inorganic Impurities Test         \$200         Weided Reinforcing Steel Tensile (up to #11) A 615, A 706         \$320           Solis Inorganic Impurities Test         \$200         Weided Reinforcing Steel Tensile (up to #11) A 615, A 706         \$320           Solis Inorganic Impurities Test         \$200         Weided Reinforcing Steel Tensile (up to #11) A 615, A 706         \$320	Durability Index CT 229	\$250		\$ 65
Expansive Pressure (Nethod C) D 4546         \$160         EINFORCING AND STRUCTURAL STEEL           Gordbart Censels and Elongation Test D 4632         \$196         Fireproofing Density Test UBC 7-8         \$ 35           Permeability D 2434         \$400         Hardness Test, Rockwell A 370         \$ 20           Prodor Density D 1557 (Soils Max Density)         \$125         Fyre Stress Strand (7 wire) A 416         \$135           Steve Analysis D 422         \$ 86         Reinforcing Steel Tensile (up to #11) A 615, A 706         \$ 37           Steve Analysis D 140         \$225         Structural Steel Tensile (up to #11) A 615, A 706         \$ 32           Steve Analysis D 140         \$220         Welded Reinforcing Steel Tensile (up to #11) A 615, A 706         \$ 32           Steve Analysis D 140         \$220         Grade BO Anchor Test         \$ 200           Adsorption C 127, C 128         \$ 50         AshAlt CONCRETE         \$ 2125           Darability CT 229         \$ 130         Mix Design Review, (Job Spec)         \$ 1225           Steve Analysis C 136         \$ 120         Hiveem Stability and Unit Weight CT 386         \$ 180           Specific Gravity Fine C 128         \$ 50         AshAlt CONCRETE         \$ 225           Sand Equivalent CT 217         \$ 190         Maximum Theoretical Unit Weight CT 386         \$ 180	Expansion Index D 4829	\$200	Gunite/Shotcrete Samples (3 cores)	
Gedtabric Tensile and Elongation Test D 4632         \$195         Fireproofing Density Test UBC 7-6         \$155           Permeability D 2434         \$400         Hardness Test, Rockwell A 370         \$20           PI and Resistivity CT 643         \$175         High Strength Bolt, Nut. 8 Washer Conformance set A 325         \$150           R. Value D 2344         \$200         Chemical Analysis A-36, A615         \$135           Sand Equivalent D 2419         \$157         Reinforcing Steel Bend (up to #11) A 615, A 706         \$22           Sieve Analysis D 422         \$85         Reinforcing Steel Tensile (up to #11) A 615, A 706         \$22           Sieve Analysis D 1140         \$125         Structural Steel Tensile (up to #11) A 615, A 706         \$22           Solis Inorganic Impurities Test         \$200         Watcural Steel Tensile (up to #11) A 615, A 706         \$22           Assorption C 127, C 128         \$100         Machining of Steel         Per Quice           Durability C 129         \$100         Marshall Stability, Flow and Unit Weight C 366         \$180           Specific Gravity Carse C 127         \$100         Marshall Stability, Flow and Unit Weight C 366         \$180           Concrete Block Compression Test C 140         \$00         Unarshall Stability, Flow and Unit Weight C 366         \$175           Masorny Groux Comparesion Test C 240	Expansion Potential (Method A) D 4546	\$160	Splitting Tensile Strength	\$ 95
Permeability D 2434         \$400         Hardness Test, Rockwell A 370         \$20           PH and Resistivity CT 643         \$175         High Strength Bolk, Nut. & Washer Conformance set A 325         \$150           Prodor Density D 1557 (Soiis Max Density)         \$125         Pre-Stress Strand (7 wire) A 416         \$153           Sand Equivalent D 2419         \$75         Reinforcing Steel Tensile (up to #11) A 615, A 706         \$37           Sieve Analysis D 122         \$88         Reinforcing Steel Tensile (up to #11) A 615, A 706         \$32           Sieve Analysis D 1140         \$125         Structural Steel Tensile (up to #11) A 615, A 706         \$32           Sieve Analysis D 120         Steel Eend (up to #11) A 615, A 706         \$32           Sieve Analysis D 1140         \$125         Structural Steel Tensile (up to #11) b 615, A 706         \$32           Solis Inorganic Impurities Test         \$200         Grade ED Anchor Test         \$227           Adsorption C 127, C 128         \$0         SPHALT CONCRETE         Year Concrete Specific Gravity Coarse C 127         \$100         Mix Design Review (Job Spec)         \$125           Sand Equivalent CT 217         \$90         Extraction/Gradation D 2172, CT 310         \$250         Specific Gravity Fine C 128         \$100           Masing U Carse C 127         \$100         Mixinum Theoretical Analysi	Expansive Pressure (Method C) D 4546	\$160	REINFORCING AND STRUCTURAL STEEL	
pH and Resistivity CT 643 \$175 Prodor Density D 1557 (Soils Max Density) \$125 Prodor Density D 1557 (Soils Max Density) \$125 Prodor Density D 1557 (Soils Max Density) \$126 R-Value D 2844 \$290 Chemical Analysis A-36, A615 \$135 Sand Equivalent D 2419 \$75 Reinforcing Steel Tensile (up to #11) A 615, A 706 \$ 37 Sieve Analysis D 1420 \$152 Sieve Analysis D 1420 \$152 Sieve Analysis D 1440 \$125 Sieve Analysis D 1140 \$125 Sieve Analysis D 1140 \$152 Sieve Analysis D 127 C 128 Sieve Analysis C 136 Specific Gravity D 854 Sieve Analysis C 136 Specific Gravity Coarse C 127 Siou Machinug of Steel \$120 Concrete Block Compression Test C 140 Concrete Block Conformance Package C 90 Siou Reice Gravity Fine C 128 Siou Concrete Block Conformance Package C 90 Siou Sion Sinkage C 426 Siou Concrete Block Conformance Package C 90 Siou Raving Gravity Sion Test C 140 Solue ICT 305 Since Concrete Block Conformance Package C 90 Siou Raving Gravity Sing C 128 Siou Reice Conformance Package C 90 Siou Prism haf size Compression UBC 21-18 Sign Resistant Testing per hr (RSTM B30) Sign Resistant Testing Per Sign Sign Sign Sign Sign Sign Sign Sign	Geofabric Tensile and Elongation Test D 4632	\$195	Fireproofing Density Test UBC 7-6	\$ 35
Proctor Density D 1557 (Soils Max Density)         \$125         Pre-Stress Strand (7 wire) A 416         \$160           R-Value D 2844         \$290         Chemical Analysis A -36, A-615         \$135           Sand Equivalent D 2419         \$75         Reinforcing Steel Tensile (up to #11) A 615, A 706         \$32           Sieve Analysis D 140         \$125         Structural Steel Tensile (up to #11) A 615, A 706         \$32           Sieve Analysis D 140         \$125         Structural Steel Tensile (up to #11) A 615, A 706         \$32           Sieve Analysis D 140         \$125         Structural Steel Tensile (up to #11 bars)         \$50           Solis Inorganic Impurities Test         \$200         Welded Reinforcing Steel Tensile (up to #11 bars)         \$50           AGGREGATES         Sand Equivalent CT 27, C 128         \$50         Sphalt_CONCRETE         \$225           Darability CT 229         \$130         Mix Design Review (Job Spec)         \$125         \$265           Specific Gravity Coarse C 127         \$100         Marshall Stability, and Unit Weight CT 366         \$130           Specific Gravity Coarse C 127         \$100         Marshall Stability, Flow and Unit Weight 126         \$142           Concrete Block Linear Shrinkage C 426         \$345         Masonny Torus Analysis C 136         \$120           Concrete Block Unit Weight	Permeability D 2434	\$400	Hardness Test, Rockwell A 370	\$ 20
R-Value D 2844       S200       Chemical Analysis A-36, 6+15       \$135         Sand Equivalent D 2419       \$75       Reinforcing Steel Tensile (up to #11) A 615, A 706       \$37         Sieve Analysis D 422       \$85       Reinforcing Steel Tensile (up to #11) A 615, A 706       \$32         Sieve Analysis D 1140       \$125       Structural Steel Tensile (up to #11) A 615, A 706       \$32         Sieve Analysis D 1140       \$125       Structural Steel Tensile (up to #11) A 615, A 706       \$32         Specific Gravity D 354       \$230       Widelda Reinforcing Steel Tensile (up to #11) A 615, A 706       \$32         Garee BD Anchor Test       \$200       Grade BD Anchor Test       \$275         Solis Inorganic Impurities Test       \$200       Grade BD Anchor Test       \$275         Sand Equivalent CT 27, C128       \$100       Streating and Unit Weight CT 366       \$180         Specific Gravity Carse C 127       \$100       Maximum Theoretical Unit Weight D 2041       \$145         Specific Gravity Fine C 128       \$100       Maximum Theoretical Unit Weight D 2041       \$145         Swell CT 305       \$150       Unit Weight Gravity Carse C 127       \$100       Maximum Theoretical Unit Weight D 2041       \$145         Swell CT 305       Unit Weight Gravity Carse C 127       \$100       Steel Carset Block Conformance Pa	pH and Resistivity CT 643	\$175	High Strength Bolt, Nut, & Washer Conformance set A 3	325 \$150
Sand Equivalent D 2419         \$ 75         Reinforcing Steel Tensile (up to #11) A 615, A 706         \$ 37           Sieve Analysis D 442         \$ 85         Reinforcing Steel Bend (up to #11) A 615, A 706         \$ 32           Sieve Analysis D 1400         \$ 125         Structural Steel Tensile (up to #11) A 615, A 706         \$ 32           Sieve Analysis D 1400         \$ 125         Structural Steel Tensile (up to #11) A 615, A 706         \$ 30           Solis Inorganic Impurities Test         \$ 200         Grade BD Anchor Test         \$ 275           AGGREGATES         Machining of Steel         Per Quote           Absorption C 127, C 128         \$ 50         Specific Gravity Carse C 127         \$ 90           Sand Equivalent CT 217         \$ 90         Structural Steel Tensile (w to #11) A 615, A 706         \$ 12           Specific Gravity Carse C 127         \$ 90         Structural Stability, and Unit Weight CT 366         \$ 130           Specific Gravity Fine C 128         \$ 100         Maximum Thecoretical Unit Weight D 2041         \$ 145           Specific Gravity Fine C 128         \$ 100         Maximum Thecretical Unit Weight C 366         \$ 12           Concrete Block Compression Test C 140         \$ 50         Init Weight G Sample per sample         \$ 12           Concrete Block Conformance Package C 90         \$ 300         Pick up an deli	Proctor Density D 1557 (Soils Max Density)	\$125	Pre-Stress Strand (7 wire) A 416	\$160
Sand Equivalent D 2419         \$ 75         Reinforcing Steel Tensile (up to #11) A 615, A 706         \$ 37           Sieve Analysis D 442         \$ 85         Reinforcing Steel Bend (up to #11) A 615, A 706         \$ 32           Sieve Analysis D 1400         \$ 125         Structural Steel Tensile (up to #11) A 615, A 706         \$ 32           Sieve Analysis D 1400         \$ 125         Structural Steel Tensile (up to #11) A 615, A 706         \$ 30           Solis Inorganic Impurities Test         \$ 200         Grade BD Anchor Test         \$ 275           AGGREGATES         Machining of Steel         Per Quote           Absorption C 127, C 128         \$ 50         Specific Gravity Carse C 127         \$ 90           Sand Equivalent CT 217         \$ 90         Structural Steel Tensile (w to #11) A 615, A 706         \$ 12           Specific Gravity Carse C 127         \$ 90         Structural Stability, and Unit Weight CT 366         \$ 130           Specific Gravity Fine C 128         \$ 100         Maximum Thecoretical Unit Weight D 2041         \$ 145           Specific Gravity Fine C 128         \$ 100         Maximum Thecretical Unit Weight C 366         \$ 12           Concrete Block Compression Test C 140         \$ 50         Init Weight G Sample per sample         \$ 12           Concrete Block Conformance Package C 90         \$ 300         Pick up an deli	R-Value D 2844	\$290	Chemical Analysis A-36, A-615	\$135
Sieve Analysis D 1140 \$126 Structural Steel Tensile (excluding machining) A 370 \$50 Specific Gravity D 854 \$230 Grade BD Anchor Test Tensile (up to #11 bars) \$50 Grade BD Anchor Test Tensile (up to #11 bars) \$50 AGS RECATES ACCENTED TO THE ADSOLUTION OF THE ADSOLU	Sand Equivalent D 2419	\$ 75		\$ 37
Sieve Analysis D 1140 \$126 Structural Steel Tensile (excluding machining) A 370 \$50 Specific Gravity D 854 \$230 Grade BD Anchor Test Tensile (up to #11 bars) \$50 Grade BD Anchor Test Tensile (up to #11 bars) \$50 AGS RECATES ACCENTED TO THE ADSOLUTION OF THE ADSOLU		\$ 85		\$ 32
Specific Gravity D 854       \$230       Velded Reinforcing Stelet Tensile (up to #11 bars)       \$50         Soils Inorganic Impurities Test       \$200       Grade BD Anchor Test       \$275         Adsorption C 127, C 128       \$50       Asserption C 127, C 128       \$50         Durability C 229       \$130       Mix Design Review (Job Spec)       \$125         Sectific Gravity Coarse C 127       \$100       Mix Design Review (Job Spec)       \$125         Specific Gravity Coarse C 127       \$100       Marshall Stability, Flow and Unit Weight D 246       \$140         Specific Gravity Coarse C 127       \$100       Marshall Stability, Flow and Unit Weight D 2041       \$145         Concrete Block Compression Test C 140       \$50       Unit Weight Carbon       \$180         Concrete Block Linear Shrinkage C 426       \$345       MissCeLLANEOUS       \$180         Concrete Block Conformance Package C 90       \$300       Pick up an deliver sample per sample       \$177         Masonny Yorat 3x4 C Pirind Compression UBC 21-18       \$25       Silp Resistant Testing per trip       \$170         Masonny Yorat 3x4 C Vilinder Compression UBC 21-18       \$25       Silp Resistant Testing per trip       \$170         Masonny Core Shear Test CBC       \$30       DSA Interim Verified Report       \$100         Masonny Croe Shear Test				
Soils Inorganic Impurities Test       \$200       Grade BD Anchor Test       \$275         AGGREGATES       Machining of Steel       Per Quote         Absorption C 127, C 128       \$ 50       ASPHALT CONCRETE         Durability CT 229       \$130       Mix Design Review (Job Spec)       \$125         Sand Equivalent CT 217       \$ 90       Extraction/Gradation D 2172, CT 310       \$250         Specific Gravity Coarse C 127       \$100       Masshall Stability, Flow and Unit Weight T 245       \$265         Specific Gravity Fine C 128       \$100       Maximum Theoretical Unit Weight D 2041       \$145         Concrete Block Compression Test C 140       \$ 500       Unit Weight (sample or core) D 2726       \$ 75         Concrete Block Unit Weight and Absorption C 140       \$ 500       Disposal of Hold Sample <i>per sample</i> \$ 127         Masonry Orot 3x3x6 Prism Compression UBC 21-18       \$ 25       Sip Resistant T esting per hr (ASTM E303)       \$ 2275         Masonry Orot Compression Test CBC       \$ 300       DSA Interim Verified Report       \$ 100         Masonry Orot Compression Test CBC       \$ 300       DSA Inspection at Suthern Blaeser(Musco)       Per Quote         Masonry Orot Shear Test CBC       \$ 300       DSA Inspection at Suthern Blaeser(Musco)       \$ 89.50         Masonry Orot Shear Test       \$ 125 <td></td> <td></td> <td>· · · · · · · · · · · · · · · · · · ·</td> <td></td>			· · · · · · · · · · · · · · · · · · ·	
AGGRECATES     Machining of Steel     Per Quote       Absorption C 127, C 128     \$ 50       Durability CT 229     \$ 130       Sieve Analysis C 136     \$ 120       Sieve Analysis C 136     \$ 120       Specific Gravity Coarse C 127     \$ 100       Specific Gravity Fine C 128     \$ 100       Maxshall Stability, Flow and Unit Weight T 245     \$ 2526       Specific Gravity Fine C 128     \$ 100       Masonny Theoretical Unit Weight D 2041     \$ 145       Concrete Block Compression Test C 140     \$ 50       Concrete Block Compression UBC 21-18     \$ 200       Disposal of Hold Sample per sample     \$ 12       Concrete Block Compression UBC 21-18     \$ 25       Masonny Grout 3x3x0 Prism Compression UBC 21-18     \$ 25       Masonny Core Shear Test CBC     \$ 300       Dash Inspection at Ush Shidavi     Per Quote       Special Inspector Sayhalt (Nuclear Gage)     \$ 8050       Special Inspector Sayhalt (Nuclear Gage)     \$ 885				
Absorption C 127, C 128         \$ 50         Aspruct T ConCRETE           Durability CT 229         \$ 130         Mix Design Review (Job Spec)         \$ 125           Sand Equivalent CT 217         \$ 90         Extraction/Gradation D 2172, CT 310         \$ 255           Specific Gravity Coarse C 127         \$ 100         Marshall Stability, Flow and Unit Weight T 245         \$ 285           Specific Gravity Fine C 128         \$ 100         Marshall Stability, Flow and Unit Weight D 2041         \$ 145           MASONRY         Swell CT 305         Swell CT 305         \$ 180           Concrete Block Compression Test C 140         \$ 50         Unit Weight (sample or core) D 2726         \$ 75           Concrete Block Unit Weight and Absorption C 140         \$ 50         Disposal of Hold Sample per sample         \$ 127           Masonry Grout 3x3x6 Prism Compression UBC 21-18         \$ 25         Silp Resistant Testing per hr (ASTM E303)         \$ 275           Masonry Core Compression Test CBC         \$ 30         DSA Inspection of Light Poles and Bases (Musco)         Per Quote           Masonry Prism haff size Compression         \$ 125         DSA Inspection at USA Shade         Per Quote           Veneer Adhesion Test         \$ 125         DSA Inspection at USA Shade         Per Quote           Special Inspector Asphalt (Nuclear Gage)         \$ 88.50 <t< td=""><td></td><td>+===</td><td>The second sec</td><td></td></t<>		+===	The second sec	
Durability CT 229\$130Mix Design Review(Job Spec)\$125Sand Equivalent CT 217\$100Mix Design Review(Job Spec)\$125Sand Equivalent CT 217\$100Marshall Stability and Unit Weight CT 366\$180Specific Gravity Coarse C 127\$100Marshall Stability, Flow and Unit Weight D 241\$145Specific Gravity Coarse C 127\$100Marshall Stability, Flow and Unit Weight D 241\$145MASONRYSpecific Gravity Coarse C 128\$100Maximum Theoretical Unit Weight D 2041\$145Concrete Block Linear Shrinkage C 426\$345Mix Design Review\$120Concrete Block Linear Shrinkage C 426\$345Mix Design Review and Design Review\$12Concrete Block Conformance Package C 90\$300Pick up an deliver samples per trip\$67Masonry Grout 3x3x0 Prism Compression UBC 21-16\$25Infiltration Test per hr (F2898)\$177Masonry Core Compression Test CBC\$300DSA Inspection at Southern Bleachers/Doyle MigPer QuoteMasonry Core Shear Test CBC\$150DSA Inspection at USA ShadePer QuoteVeneer Adhesion Test\$155DSA Inspection at USA ShadePer QuoteVeneer Adhesion Test\$155DSA Inspection at USA Shade\$85.00Special Inspector Asphalt (Nuclear Gage)\$85.00\$86.50Special Inspector Fireproofing\$86.50\$86.50Special Inspector Fireproofing\$86.50\$86.50Special Inspector Shotrete\$86.50\$86.50Special Inspector Shotrete\$86.50\$86.50	The second secon	\$ 50		
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Special Inspector Shotcrete\$ 88.50Special Inspector Structural Steel, Welding, and Bolting\$ 88.50Ground Rod Testing\$ 97.50Ultrasonic Testing\$ 102.50Magnetic Particle Testing\$ 102.50Soils Technician\$ 87.50Infiltration Testing Inspection (2 inspectors)\$ 176.00Extracting Core Samples\$ 140.00	Special Inspector Rebar Sample			\$ 88.50
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Ground Rod Testing\$ 97.50Ultrasonic Testing\$102.50Magnetic Particle Testing\$102.50Soils Technician\$ 87.50Infiltration Testing Inspection (2 inspectors)\$ 176.00Extracting Core Samples\$ 140.00	Special Inspector Structural Steel, Welding, and Bolting			\$ 88.50
Ultrasonic Testing\$102.50Magnetic Particle Testing\$102.50Soils Technician\$ 87.50Infiltration Testing Inspection (2 inspectors)\$ 176.00Extracting Core Samples\$ 140.00	Ground Rod Testing			
Magnetic Particle Testing\$102.50Soils Technician\$ 87.50Infiltration Testing Inspection (2 inspectors)\$176.00Extracting Core Samples\$140.00				
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Extracting Core Samples \$140.00				
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\*Rates will be adjusted yearly. Hourly rates will increase \$2.50 each July 1.

Fees include all required equipment, supervision, and reporting costs. There will be no charge for travel to and from the job site. There will be a fee for all inspections that take place outside of a 50-mile radius of the job site. If any work not included on our proposal is required by an outside consultant, we will bill our cost plus 15%.