

NATOMAS UNIFIED SCHOOL DISTRICT

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made as of the **11th day of February** in the year **2020**, between the **Natomas Unified School District** ("District") and **Geocon Consultants, Inc.** ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such services and advice; and

WHEREAS, the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Consultant agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the scope of services as described in Exhibit "A," attached hereto and incorporated herein by this reference **Materials Testing and Special Inspection Services for Bannon Creek School K-8 Conversion-2775 Millcreek Drive, Sacramento, CA 95833.**
2. **Term.** Consultant shall commence providing services under this Agreement within one week of receiving authorization from the District and will diligently perform as required or requested by District as applicable. The term for these services shall expire on five weeks after work begins. This Agreement may be extended upon mutual written approval of both parties.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the scope of services in Exhibit A above, and the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/>	Signed Agreement
<input checked="" type="checkbox"/>	Workers' Compensation Certificate
<input type="checkbox"/>	Fingerprinting/Criminal Background Investigation Certification
<input type="checkbox"/>	Insurance Certificates and Endorsements
<input type="checkbox"/>	W-9 Form
<input checked="" type="checkbox"/>	Scope of Work
4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Ninety-Two Thousand Five Hundred Ninety Dollars (\$92,590.00)** District shall pay Consultant according to the following terms and conditions:
 - 4.1 Payment for the Work shall be made for all undisputed amount within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.



5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

No expenses shall be allowable without the prior written approval of the District.

6. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an independent consultant. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture 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 shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees and shall defend and indemnify the District against any claim or liability for any such payments.
7. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
8. **Standard of Care.** Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services, and Consultant shall defend and indemnify the District against any claim or liability based on unauthorized use of such materials or property.
10. **Pre-existing Proprietary Materials.** Consultant's pre-existing proprietary materials utilized to provide or facilitate the scope of services to the District shall remain the intellectual property of Consultant.
11. **Intellectual Property.** Consultant understands and agrees that all intellectual property developed or produced under this Agreement, including but expressly not limited to any property subject to copyright, trademark or patent, shall become the property of District and cannot be used without District's express written permission, including but expressly not limited to any and all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
12. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
13. **Termination.**
- 13.1 **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. Upon this termination, District shall only be liable to Consultant for services satisfactorily rendered to the date of termination,



and Consultant expressly waives and releases any claims for damages against District that could arise from such termination.

13.2 Without Cause by Consultant. Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

13.3 With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.3.1. Material violation of this Agreement by the Consultant; or

13.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage; or

13.3.3. Consultant is adjudged a bankrupt; Contactor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or arrangements satisfactory to the District for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13.4 Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

14. Hazardous Materials.

14.1 Consultant shall not use, store, release or otherwise introduce on the Premises any substance, chemical, waste or other material that is identified as hazardous, toxic or dangerous in any Federal, State or local law or regulation (hereafter "Hazardous Material").

14.2 Consultant shall not damage, alter or otherwise affect any clay cap present on the Premises, if any.

14.3 Consultant shall be solely responsible for the complete cost of removal and/or remediation of any Hazardous Material spilled introduced by Consultant onto the Premises, and Consultant shall defend and indemnify District and its officers and employees from and against all claims or other liabilities therefore, in accordance with the indemnification provisions of this agreement.

14.4 Any sediment, debris, soil or material of any kind that is extracted by Consultant from the Premises shall not be stored onsite; rather the material(s) shall be disposed of by Consultant at an off-site government-approved location.

15. Indemnification. To the extent permitted by California law, Consultant shall, indemnify (including proportionate reimbursement of reasonable defense costs), and hold harmless the District, the State of California, and their officers, and employees, (the "indemnified parties") from demands, losses, liabilities, claims, suits, and actions (the "claims") including, but not limited to, personal injury, death, property damage, and reasonable consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, in proportion to the extent caused by the negligence or willful misconduct of Consultant, except to the extent the claims are caused by the negligence or willful misconduct of the



indemnified parties.

16. Insurance.

16.1 The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

16.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001).

16.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

16.1.3. Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits

16.2 Proof of Carriage of Insurance. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.



16.2.3. An endorsement stating that the District and the City of Sacramento, and their employees, and officers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self- insurance maintained by District.

16.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

16.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

17. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

18. Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising there from.

19. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

20. Safety and Security. Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

21. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

22. Anti-Discrimination. It is the policy of the District that in connection with all work performed under Contracts that there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subconsultant(s).

23. Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.

24. District's Evaluation of Consultant and Consultant's Employees and/or Subconsultants. The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

24.1 Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subconsultants and each of their performances.

24.2 Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s).

25. Limitations of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other



provision of this Agreement, in no event, shall Consultant or District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

26. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
27. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services to the extent permitted by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Attn: Javetta Cleveland,
Deputy Superintendent
Natomas Unified School District
1901 Arena Blvd.
Sacramento, CA 95834

Attn: Jeremy Zorne, Senior Geotechnical Engineer
Geocon Consultants, Inc.
3160 Gold Valley Drive, #800
Rancho Cordova, CA 95742

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day of delivery as documented by the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement supersedes any other written or oral agreement regarding the scope of services addressed by this Agreement. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further acknowledge and agree that the performance of this agreement shall occur within the Sacramento County, State of California, and any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District's administration offices are located.
31. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Natomas Unified School District

Date: _____, 20____

By: _____

Print Name: ____Javetta Cleveland____

Its: __Deputy Superintendent_____

Geocon Consultants, Inc.Date: February 12, 2020

By: _____

Print Name: ____Jeremy Zorne____

Its: ____Senior Geotechnical Engineer_____

Information regarding Consultant:

Consultant: Geocon Consultants, Inc.

DIR License No.: 1000003454

Address: 3160 Gold Valley Drive
Suite 800
Rancho Cordova, CA 95742

Telephone: (916) 852-9118

E-Mail: zorne@geoconinc.com

Type of Business Entity:

☐ Individual☐ Sole Proprietorship☐ Partnership☐ Limited Partnership☒ Corporation, State: CA☐ Limited Liability Company☐ Other: _____33-0337907

Employer Identification and/or Social Security Number

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

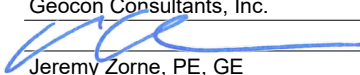


WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date:	02/12/2020
Proper Name of Consultant:	Geocon Consultants, Inc.
Signature:	
Print Name:	Jeremy Zorne, PE, GE
Title:	Vice President

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)



FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below must be checked:

TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]

Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date:

District Representatives Name and Title: Jennifer Mellor, Project Manager

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subconsultants, agents, and subconsultants' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent consultants of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

_____ Installation of a physical barrier at the worksite to limit contact with pupils.

_____ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY DISTRICT EMPLOYEE ONLY.]**

Date:

District Representatives Name and Title:

Signature:

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subconsultant(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.]

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date:

02/20/2020

Name of Consultant or Company:

Geocon Consultants, Inc.

Signature:

Print Name and Title:


Jeremy Zorne, PE, GE / Vice President



EXHIBIT A

Scope of Services

1. **Scope of Work** to be performed (*attach separate sheet if necessary*)

Geotechnical testing and observation, material testing, and special inspection services for Bannon Creek K-8 Conversion Phase 2-Building D and site work-Bannon Creek Elementary, 2775 Millcreek Drive, Sacramento, CA 95833

[Please see attached proposal and related scope of work.]



Proposal No. S1153-05-03P
February 7, 2020

VIA ELECTRONIC MAIL

Noe Lopez
Natomas Unified School District
1901 Arena Boulevard
Sacramento, California 95834

Subject: PROPOSAL FOR GEOTECHNICAL TESTING AND OBSERVATION,
MATERIALS TESTING, AND SPECIAL INSPECTION SERVICES
BANNON CREEK SCHOOL K-8 CONVERSION
PHASE 2 – BUILDING D AND SITE WORK
2775 MILLCREEK DRIVE
SACRAMENTO, CALIFORNIA
DSA FILE NO. 34-39
DSA APPLICATION NO. 02-117840

- References: 1) *Geotechnical Investigation and Geologic Hazards Evaluation, Bannon Creek Elementary School K8 Conversion, Sacramento, California*, Geocon Consultants, Inc. (Geocon Project No. S1153-05-03), February 1, 2019.
- 2) Project Plans – *Natomas USD K-8 Conversion, Bannon Creek School, 2775 Millcreek Drive, Sacramento, California*, prepared by BCA Architecture, Inc., November 22, 2019.
- 3) Project Manual – *Bannon Creek School – K-8 Conversion, Natomas Unified School District, 2775 Millcreek Drive, Sacramento, California*, prepared by BCA Architecture, Inc., November 22, 2019.
- 4) DSA Form 103, *Statement of Structural Tests and Special Inspections – Bannon Creek School*, Application No. 02-117840, September 11, 2019.

Mr. Lopez:

We are pleased to present this proposal to provide geotechnical testing and observation, materials testing, and special inspection services for the new Bannon Creek K-8 Conversion project at Bannon Creek School in Sacramento, California.

Geocon prepared the geotechnical design report for the project (Reference 1). In order to provide continuity and consistency of interpretation of the geotechnical conditions at the site, it is very important from a risk-prevention standpoint that Geocon be retained to continue to provide geotechnical services during construction. The Geotechnical Engineer of Record should always be allowed to confirm that field conditions are consistent with what was anticipated during the design phase.

The project consists of constructing a new multi-use and flexible classroom building with a footprint of approximately 15,400 square feet. The building will be of steel and wood frame construction supported on conventional shallow concrete spread footings. Other improvements will include concrete flatwork, landscaping, underground utility infrastructure, paved parking and driveways, and a decomposed granite surface athletic track. Telescoping steel bleachers are planned under a deferred submittal.

To aid in preparing our proposal, we reviewed the project plans (Reference 2), the project manual (Reference 3), and the project-specific Division of the State Architect (DSA) Form 103 – Statement of Structural Tests and Inspections (Reference 4). Our local laboratory facility is DSA-certified for Laboratory Evaluation and Acceptance (LEA #152). We based our scope of services and proposed fees on our review of the referenced project documents, our prior experience with similar projects, and discussions with the project architect. To demonstrate our dedication to this project, we will not charge mileage or hourly minimums. In addition, our technician hourly rates include vehicle and standard testing equipment at no extra charge.

SCOPE OF SERVICES

We will provide geotechnical testing and observation services during site preparation, grading, utility trench backfill, and pavement/flatwork area construction to verify conformance with the project geotechnical report, plans, and specifications. Materials testing and inspection will be required for cast-in-place concrete, structural masonry, post-installed anchors, structural steel/cold-formed steel shop fabrication and welding, field welding, high-strength bolting, and glu-lam beam fabrication. We anticipate the following scope of services.

- Soils – Review the project geotechnical report (prepared by Geocon) and attend a pre-construction meeting, as requested; sample native soils for laboratory testing and test and approve import soil (if required) and aggregate materials; observe grading operations, site preparation, undocumented fill removal, lime treatment operations, scarification, moisture conditioning, and perform compaction testing of engineered fill and building pad; test and observe aggregate base (AB) placement for flatwork and pavement areas; test and observe utility trench backfill operations; and provide geotechnical engineering consultation as needed throughout earthwork operations.
- Concrete – Batch plant inspection (first batch of each mix design); verify use of required mix design; verify reinforcing steel mill certificates; sample and tag reinforcing steel; test reinforcing steel; observe structural concrete placement and cast, transport, cure and test concrete cylinders; and inspect post-installed anchors (if needed).
- Masonry – Verify certificates of compliance used in masonry construction; verify reinforcing steel mill certificates, sample, and tag reinforcing steel; verify material (CMU) strength(s) prior to construction; inspect preparation of prisms; periodic inspection of site-prepared mortar and mortar joints; verify reinforcement location, block placement, and grout placement; prepare grout specimens for laboratory testing; test core-drill masonry specimens; and inspect post-installed anchors (if needed).
- Structural Steel – Material identification; shop fabrication inspection; shop welding inspection; field welding inspection; non-destructive testing; and high-strength bolting inspection and testing. (We assume that shop fabrication and welding will be performed at a shop within 50 miles of our Rancho Cordova office.)
- Bleacher Fabrication – Material identification; shop fabrication inspection; and shop welding inspection. (We understand that telescoping bleachers are planned under a deferred submittal. Bleacher fabrication usually takes place outside of California. Geocon will contract with a local DSA approved inspection firm to provide the appropriate inspections during fabrication of the bleachers.)

- Structural Wood (glued-laminated timber) – Glued-laminated timber fabrication inspection (if necessary). (There are no glued-laminated timber fabrication plants in California and we assume that the fabrication plant will be located in Oregon or Washington. We plan to use Timber Products Inspection, Inc. for these inspection services. *If the fabrication facility is not located in Oregon or Washington additional charges may apply.*)

Results of daily inspections will be provided verbally to the Project Inspector at the end of each visit. Field reports will be uploaded to the DSA box by the end of the business week of each visit. Testing reports will be uploaded to the DSA box within 48 hours of the completion of each test.

ESTIMATED FEE

We will provide the scope of services described in this proposal on a time-and-materials basis in accordance with the attached *2019 Schedule of Fees*, which is incorporated into and made part of this proposal.

Our *Fee Estimate Worksheet*, attached to this proposal, details the units and quantities comprising our estimated fee. Our estimated fee is primarily based on our review of the DSA Testing and Inspection list, the preliminary construction schedule, and our experience with similar projects. Based on this discussion, our best estimate of total fees at this time is broken down in the following table.

Service	Estimated Fee
1. Soils	\$18,220
2. Concrete	\$9,740
3. Masonry	\$7,510
4. Structural Steel - Shop	\$13,840
5. Structural Steel - Field	\$23,160
6. Structural Wood	\$4,200
7. Bleacher Fabrication	\$7,500
8. Project Management, Engineering Consultation, Reports	\$8,420
Total:	\$92,590

Due to inherent uncertainties with construction projects, we recommend including an appropriate contingency to the testing and inspection budget to accommodate unanticipated and/or additional services. It should be noted that estimating our fee requires us to assume the time required for each work item to be completed, which is dependent on contractor efficiency, the size of crews, the weather, or other items beyond our control. Billing will only be for the actual time and materials spent on the project. If field conditions arise that require a significant modification to the assumed scope of our services and that would require an increase to our estimated fee, we would not proceed with the additional work without first obtaining your verbal, and subsequent written, authorization.

CONTRACT EXECUTION

Please review the contents of this proposal and, if acceptable, please issue a *Professional Services Agreement* authorizing our services. We will then endorse the documents and return one fully executed copy to you. We will commence with the scope of services outlined herein upon receipt of your written authorization; however, services provided by Geocon will be pursuant to the Terms and *2019 Schedule of Fees* until or unless a mutually agreed upon, negotiated contract is finalized.

We look forward to providing services on this project. Please contact us if you have any questions regarding this proposal or if we may be of further service.

Respectfully,

GEOCON CONSULTANTS, INC.



Richard C. Church, PE
Project Engineer



Jeremy J. Zorne, PE, GE
Senior Engineer

Attachments: Fee Estimate Worksheet
2019 Schedule of Fees

FEE ESTIMATE WORKSHEET

Project: **Bannon Creek K8 Conversion**
DSA File No. 02-117840
Sacramento, California

Schedule n/a

Project Scope: Geotechnical Testing and Observation, Materials Testing, and Special Inspection Services
Per DSA-103 dated 09/11/2019
Prevailing Wages apply.

Item	Task	No. of Visits	Hours per Visit	Total Units	Unit Rate	Estimated Fee
Soils	Engineering Field Technician I - Mass Grading and Lime Treatment	10	8	80	\$ 120.00	\$ 9,600.00
	Engineering Field Technician I - Utilities (Storm/Sewer/Water)	5	4	20	\$ 120.00	\$ 2,400.00
	Engineering Field Technician I - Finish grading/Flatwork/Track	5	4	20	\$ 120.00	\$ 2,400.00
	Engineering Field Technician I - Footing Observation	4	4	16	\$ 120.00	\$ 1,920.00
	Lab - Soil Compaction Curve			2	\$ 225.00	\$ 450.00
	Lab - AB Compaction Curve			2	\$ 225.00	\$ 450.00
	Lab - Lime Treatment Testing			1	\$ 1,000.00	\$ 1,000.00
	Subtotal:				\$	18,220.00
Concrete	Field Technician / Special Inspector I - Sample and Tag Reinforcing Steel - Non-PW	4	4	16	\$ 80.00	\$ 1,280.00
	Field Technician / Special Inspector I - Batch Plant Inspection**- Non-PW	2	3	6	\$ 80.00	\$ 480.00
	Field Technician I /Special Inspector I - Concrete Sampling (Sample/cast cylinders, slump, temp and air content where req.)	6	6	36	\$ 120.00	\$ 4,320.00
	Engineering Field Technician I - Test post-installed anchors	2	4	8	\$ 120.00	\$ 960.00
	LAB - Reinforcing Steel (Tensile/Bend)			6	\$ 200.00	\$ 1,200.00
	LAB - Concrete Cylinders			50	\$ 30.00	\$ 1,500.00
	Subtotal:				\$	9,740.00
Masonry	Field Technician / Special Inspector I - Sample and Tag Reinforcing Steel - Non-PW	2	4	8	\$ 80.00	\$ 640.00
	Special Inspector III (DSA Masonry) - Prism Fabrication	1	4	4	\$ 140.00	\$ 560.00
	Special Inspector III (DSA Masonry) - Block Placement and Mortar Sampling	3	4	12	\$ 140.00	\$ 1,680.00
	Special Inspector III (DSA Masonry) - Grout sampling*	2	6	12	\$ 140.00	\$ 1,680.00
	Engineering Field Technician I - Test post-installed anchors	1	4	4	\$ 140.00	\$ 560.00
	LAB - Reinforcing Steel (Tensile/Bend)			4	\$ 200.00	\$ 800.00
	LAB - Compressive Strength - Masonry Units - ASTM C140			2	\$ 75.00	\$ 150.00
	LAB - Compressive Strength - Grout - ASTM C1019			18	\$ 30.00	\$ 540.00
	LAB - Test core-drilled samples in shear			3	\$ 300.00	\$ 900.00
	Subtotal:				\$	7,510.00
Structural Steel - Shop	Special Inspector I - Material ID - Non-PW	2	4	8	\$ 80.00	\$ 640.00
	Special Inspector II (AWS CWI) - Shop Fabrication/Welding Insp/Material I.D.* (Assume Local Welding Shop) - Non-PW	15	8	120	\$ 90.00	\$ 10,800.00
	NDT Technician - NDT Testing	4	6	24	\$ 100.00	\$ 2,400.00
	Subtotal:				\$	13,840.00
Structural Steel - Field	Special Inspector II - Inspect Field Welding (*portions continuous)	10	8	80	\$ 130.00	\$ 10,400.00
	NDT Technician - NDT Testing	3	8	24	\$ 140.00	\$ 3,360.00
	Special Inspector II - Inspect Bolt Installation	5	4	20	\$ 130.00	\$ 2,600.00
	LAB - High Strength Bolt, Nut, Washer Testing (set of 3)			20	\$ 340.00	\$ 6,800.00
	Subtotal:				\$	23,160.00
Structural Wood	Timber Inspector - Fabrication Inspection*** (Assume Oregon/Washington Area Shop) - Non-PW	4	8	32	\$ 100.00	\$ 3,200.00
	Reporting/Expenses			1	\$ 1,000.00	\$ 1,000.00
	Subtotal:				\$	4,200.00
Bleacher Fabrication	Welding Inspection (Steel Inspectors of Texas) - Non PW			1	\$ 7,500.00	\$ 7,500.00
	Subtotal:				\$	7,500.00
Project Subtotal:						\$ 84,170.00
Project Management, Consultation, Admin (10% of Testing & Inspection Subtotal):						\$ 8,417.00
TOTAL:						\$ 92,587.00

*Denotes continuous observation/inspection per DSA-103 form

** We assume continuous batch plant inspection will be waived per CBC 1704A.4.3. Our technician will check the first batch of each mix (assume 1 mix)



2019 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Engineering Assistant/Laboratory Technician.....	\$75/hr.
Engineering Field Technician/Special Inspector I	80/120(PW)* /hr.
Engineering Field Technician/Special Inspector II	90/130(PW)* /hr.
Engineering Field Technician/Special Inspector III/Equipment Operator	100/140(PW)* /hr.
Word Processor/Technical Editor/Draftsman	80/hr.
Research Assistant/Technical Illustrator/Senior Draftsman.....	90/hr.
Project Coordinator/GIS Specialist/Field Supervisor.....	100/hr.
Staff Engineer/Geologist/Scientist.....	115/hr.
Senior Staff Engineer/Geologist/Scientist	125/hr.
Project Engineer/Geologist/Scientist/Construction Supervisor.....	135/hr.
Senior Project Engineer/Geologist/Scientist.....	150/hr.
Senior Engineer/Geologist/Scientist/Certified Industrial Hygienist.....	165/hr.
Associate Engineer/Geologist/Scientist.....	195/hr.
Principal Engineer/Geologist/Scientist/Litigation Support	235/hr.
Deposition or Court Appearance	400/hr.
Overtime and Saturday Rate.....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate
Minimum Professional Fee.....	\$500/Project
Minimum Field Services Fee (per day or call-out)	4 Hours

*Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem).....	\$175/day
Vehicle Mileage	0.75/mile

EQUIPMENT & ANALYTICAL TESTS

Nuclear Gauge	Included in Technician Hourly Rate	Level D PPE/Decon Rinse Equipment	\$50/day
Pick-up Truck	\$125/day	pH/Conductivity/Temperature Meter	50/day
Equipment Truck	200/day	55-gallon drum	65/ea.
Direct-Push Rig/Operator	170/210(PW)* /hr	TPHg/BTEX (EPA 8015M/8021B)	70/ea.
Direct-Push Sample Liner	10/ea.	TPHg/BTEX/MTBE (EPA 8015M/8260B)	100/ea.
Equipment Trailer	100/day	TPHd/TPHmo (EPA 8015M)	75/ea.
Wenner 4-Pin Earth Resistivity Meter	150/day	Fuel Oxygenate Compounds (EPA 8260B)	110/ea.
Coring Machine (concrete, asphalt, masonry).....	175/day	Volatile Organic Compounds (EPA 8260B)	150/ea.
Dynamic Cone Penetrometer	200/day	Semi-Volatile Organic Compounds (EPA 8270)	300/ea.
Dilatometer (DMT) Test Equipment	800/day	CAM 17 Metals (EPA 6010B)	170/ea.
Generator or Air Compressor.....	100/day	Single Metal (EPA 6010B)	20/ea.
GPS Unit	160/day	Pesticides (EPA 8081)	125/ea.
Drive-Tube Sampler or Hand-Auger	40/day	Soil pH (EPA 9045C).....	20/ea.
Soil Sample Tube (Brass or Stainless)	10/ea.	WET or TCLP Extraction	75/ea.
Water Level Indicator	40/day	Sample Compositing	20/composite
Battery-Powered Pump	75/day	48-hour Turnaround Time	60% surcharge
Photo-Ionization Meter	125/day	24-hour Turnaround Time	100% surcharge

LABORATORY TESTS

COMPACTION CURVES

4-inch mold (D1557/D698).....	\$225/ea.
6-inch mold (D1557/D698).....	225/ea.
California Impact (CAL216).....	225/ea.
Check Point	100/ea.

SOIL AND AGGREGATE STABILITY

Resistance Value, R-Value (D2844/CAL301).....	\$300/ea.
R-Value, Treated (CAL301)	325/ea.
California Bearing Ratio (D1883).....	175/pt.
Stabilization Ability of Lime (C977)	180/ea.

SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117)	\$75/ea.	Moisture Determination, tube sample (D2216)	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202).....	115/ea.	Moisture Determination and Unit Weight (D2937)	40/ea.
Dry Sieve Analysis, 1.5"+ Aggregate (D6913).....	350/ea.	Atterberg Limits: Plasticity Index (D4318)	200/ea.
Hydrometer Analysis (D422)	165/ea.	Sand Equivalent (D2419/CAL217)	100/ea.
Sieve Analysis with Hydrometer (D422)	200/ea.	pH and Resistivity (CAL643)	120/ea.
Specific Gravity, Soil (D854)	85/ea.	Sulfate Content (CAL417)	90/ea.
Specific Gravity Coarse Aggregate (C127).....	60/ea.	Chloride Content (CAL422)	50/ea.
Specific Gravity Fine Aggregate (C128)	75/ea.	Organic Content (D2974).....	60/ea.
		Cut/Extract Shelby Tube	100/ea.

SHEAR STRENGTH

Unconfined Compression (D2166)	\$100/ea.
Direct Shear (D3080) (3pt)	300/ea.
Unconsolidated-Undrained Triaxial Shear (D2850)	125/pt.
Unconsolidated-Undrained Triaxial Staged (D2850)	175/ea.
Consolidated-Undrained Triaxial Shear (D4767)	300/pt.
Consolidated-Undrained Triaxial Staged (D4767)	375/ea.
Consolidated-Drained Triaxial Shear (EM1110)	400/pt.
Consolidated-Drained Triaxial Staged (EM1110).....	500/ea.

PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084)	\$300/ea.
Permeability, Rigid Wall (D5856).....	290/ea.
Consolidation (D2435)	50/pt.
Expansion Index (D4829/UBC 29-2).....	225/ea.
Swell/Collapse (D4546)	150/pt.

AGGREGATE QUALITY

Sieve Analysis to #200 (C136)	\$115/ea.
L.A. Rattler Test (500 rev.) (C131).....	200/ea.
Durability Index (D3744/CAL229)	165/ea.
Fine Aggregate Angularity (CAL 234)	125/ea.
Flat and Elongated Particles (D4791/CAL 235)	150/ea.
Percent Crushed Particles (CAL205)	150/ea.

CONCRETE / MASONRY / REINFORCING STEEL

Compressive Strength, Cast Cylinders (C39).....	\$30/ea.
Compressive Strength, Cores (C42)	60/ea.
Flexural Strength Beam (C78/C293)	80/ea.
Splitting Tensile Test (C496).....	80/ea.
Mix Design Review	350/ea.
Trial Batch	475/ea.
Rebar Tensile / Bend (up to #11/#11 and Larger)	200/250/ea.
CMU Compressive Strength (C140)	75/ea.
Compressive Strength, Grout (C1019/UBC 21-19).....	30/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16) ..	30/ea.
CMU Unit Wt., Dimen., Absorption (C140)	75/ea.
Compressive Strength, Masonry Prism (C1314)	250/ea.

HOT MIX ASPHALT

Density, Hveem (D2726/CAL308)	\$100/pt.
Stabilometer Value (D1560/CAL366).....	200/pt.
Theoretical Max. Specific Gravity (D2041/CAL309)	175/ea.
Ignition/Sieve Analysis (C136/CAL202)	215/ea.
HMA Core Unit Weight (D1188/CAL308).....	60/ea.
% Asphalt, Ignition Method (D6307/CAL382).....	100/ea.
% Asphalt, Ignition Calibration (D6307/CAL382).....	250/ea.
Rice Density/% Voids (CAL 367).....	275/ea.

***2X surcharge on rush turnaround for laboratory testing**

TERMS AND CONDITIONS

- Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
- Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
- Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem may apply when location of work dictates.
- Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum four-hour charge.
- Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
- Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of **\$50,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.
Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of **\$100,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.