



14457 Meridian Parkway
Riverside, CA 92518
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March 25, 2021
Proposal No. 21-03181R

MR. HECTOR GONZALEZ
DIRECTOR OF FACILITIES
PERRIS UNION HIGH SCHOOL DISTRICT
155 EAST 4TH STREET
PERRIS, CALIFORNIA 92570

SUBJECT: Proposal for Construction Testing & Inspection Services
Paloma Valley High School 33m Pool Facility and Modular Classroom
Relocation
31375 Bradley Road
Menifee, California

REFERENCES: Leighton Consulting, Inc. (2020); *Geotechnical/Geologic Hazard Report, Proposed Modernization and New Pool Paloma Valley High School Perris Union High School District (PUHSD), 31375 Bradley Road Menifee, California*; Project No. 11594.006; March 17
Miller Construction; *PVHS_Draft Schedule*; undated.
PJHM Architecture (2021); *Project Manual, Paloma Valley High School 33M Pool Facility & Modular C.R. Relocation A04-119491*; DSA Back Check Docs.
PJHM Architecture (2021); *Paloma Valley High School 33M Pool Facility & Modular C.R. Relocation Project Plans*; DSA Project No.: 04-119491; Office of Public Schools Project Tracking No: 67207-81; Architects Project Number: PUHSD 19.04; DSA Back Check Drawing; February 22.
PJHM Architecture (2021); *DSA 103-19: Listing of Structural Tests & Special Inspections, 2019 CBC, Paloma Valley High School*; Application Number: 04-119491; DSA File Number: 33-H8; February 8.

Dear Mr. Gonzalez:

In accordance with your request, Atlas Technical Consultants LLC (Atlas) is pleased to submit this proposal for professional services at the subject project located at 31375 Bradley Road in Menifee, California.

Atlas has reviewed the above-referenced document and addressed the requirements for construction testing in the attached scope of work. We understand the construction testing services required for this project will consist of site grading, retaining wall backfill, utility trench backfill, subgrade preparation, aggregate base, asphalt placement, foundation excavation observations, cast-in-place concrete, shotcrete, masonry, and structural steel. Based upon our review of the project document and experience on similar projects, we propose to provide our services on a time and materials basis at the unit rates provided in the attached budget estimate.

SCOPE OF WORK

Atlas' proposed scope of work for construction testing will consist of:

- Preparation of a DSA 109: Transfer of Responsibility: Geotechnical Engineer
- Participation in a pre-grade meeting
- Observation of the earthwork operations and relative compaction testing
- Observation of earthwork operations by our professional geotechnical staff
- Performance of laboratory tests to evaluate conformance of the soils encountered during earthwork with the specifications
- Observation and relative compaction testing of utility trench backfill
- Observation and relative compaction testing of retaining wall backfill
- Observation and relative compaction testing of subgrade preparation, aggregate base, and asphalt placement
- Observation of footing excavations for structural improvements by our geotechnical staff
- Reinforcing steel – during placement of steel/tendons, and before placement of concrete
- Reinforced concrete – during the placement and sampling of concrete as required
- Shotcrete – during placement and sampling of panels as required
- All structural field welding and field welding of reinforcing steel, continuous
- High strength bolting, periodic – verify faying surfaces and a snug tight fit and/or proper torque as required
- Drilled and/or epoxy adhesive anchors – during installation of anchors
- Structural masonry, continuous – at the start of laying units, after placement of reinforcing steel, grout space prior to each grouting operation, and during all grouting operations
- Provide daily inspection reports describing the work inspected and stating compliance or non-compliance with the project documents. Atlas daily field reports will be sent to the appropriate recipients electronically daily.
- Fabricate, transport, and test concrete for slump, temperature, and compressive strength at the rate of one set of four concrete test cylinders per 50 cubic yards, 5,000 square-feet, or for each day's placement. Test reports shall be prepared and distributed to the designated person(s). Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Fabricate, transport, and test for compressive strength one shotcrete panel per 50 cubic yards of shotcrete wall. Reports shall be prepared and distributed to the designated persons. Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Fabricate, transport, and test one set of five masonry prisms prior to the start of construction. Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Fabricate, transport, and test one set of three masonry prisms for each 5,000 SF of wall area during construction. Suspect or failing test results will be reported to the designated person(s) on the day of the test

- Fabricate, transport, and test one test sample of grout on three successive working days and at one-week intervals thereafter. Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Fabricate, transport, and test one test sample of mortar on three successive working days and at one-week intervals thereafter. Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Extract, transport, and test two masonry cores for each 5,000 SF of wall area during construction. One core will be tested for shear and another core for compression. Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Sample, transport, and test six masonry units for each type of masonry block. Three units will be tested for absorption and three units for compression. Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Preparation of interim and final DSA 291: Laboratory of Record Verified and DSA 293: Geotechnical Verified Reports
- Provide supervision of our project personnel by our project engineer, a Registered Civil Engineer. The project engineer will review all special inspection reports and test results, attend site meetings as requested, and review all billing. Additionally, the project manager will act as a point of contact and will be available to answer questions that may arise

COST INFORMATION

Our budget estimate for services is based on our review of the referenced document and past experience on similar projects. We propose to provide our services on a time and materials basis according to the Schedule of Fees included in this budget estimate. Based on the above scope, we estimate our fees to be approximately **\$274,315**. A cost table presenting a breakdown of our estimate has been provided in this budget estimate.

Notes:

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



DEFINITION OF RESPONSIBILITY

The presence of our field representative will be for the purpose of observing the construction and reporting its general compliance with the approved plans and the applicable building codes. Our work does not include the supervision or direction of the contractor's work, their employees, or their agents. The contractor is responsible for their services, and neither the presence of our field personnel nor the observation and testing by this firm should excuse the contractor in any way for defects in their work. It should further be understood that we are not responsible for site safety. During the course of a subsurface investigation, heavy equipment may disrupt the site.

AUTHORIZATION

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

Atlas appreciates this opportunity to provide our professional services and is most interested in becoming a member of your consultant team. Atlas has considerable experience in successfully providing these services and we are confident that we can provide them in a timely and cost-effective manner. Should you have any questions regarding this budget estimate, or if we may be of further service, please contact our office at (619) 280-4321.

Respectfully submitted,

ATLAS TECHNICAL CONSULTANTS LLC

Daniel Marino
Client Services Manager

DM:SHV

Scott H. Vacula, PE
Chief Estimator/Senior Materials Engineer

Attachments: Budget Estimate Summary
2021 Schedule of Fees
Professional Services Agreement

Distribution: hector.gonzalez@puhsd.org

BUDGET ESTIMATE SUMMARY CONSTRUCTION TESTING SERVICES

	Estimated Hours/Unit		Rate/Unit		Total Cost
SPECIAL INSPECTOR/FIELD SERVICES					\$218,521.00
Soils					
Soils Technician (Group 1) - Grading, Utility Trench Backfill, Retaining Wall Backfill, Subgrade/Base/Asphalt	320 hours	@	\$96.00 /hour		\$30,720.00
Project Professional - Site/Grading Observation	32 hours	@	\$145.00 /hour		\$4,640.00
Staff Professional - Footing Observations	16 hours	@	\$118.00 /hour		\$1,888.00
Concrete					
Material Sample Pick Ups	55 hours	@	\$55.00 /hour		\$3,025.00
Drilled Anchor Inspection (Group 2)	24 hours	@	\$101.00 /hour		\$2,424.00
Batch Plant Inspection (Group 2)	376 hours	@	\$101.00 /hour		\$37,976.00
Shotcrete/Gunite Inspection (Group 2)	144 hours	@	\$101.00 /hour		\$14,544.00
Cast-in-Place Concrete Inspection (Group 2)	192 hours	@	\$101.00 /hour		\$19,392.00
Structural Steel					
Tag and Sample Rebar/HS Bolts (Off-Site)	32 hours	@	\$101.00 /hour		\$3,232.00
Structural Steel Inspection - Field (Group 2)	136 hours	@	\$101.00 /hour		\$13,736.00
Structural Steel Ultrasonic Testing - Field (Group 3)	8 hours	@	\$105.00 /hour		\$840.00
Structural Steel Shop Inspection (Off-Site)	520 hours	@	\$101.00 /hour		\$52,520.00
Structural Steel Shop Ultrasonic Testing (Group 3)	56 hours	@	\$105.00 /hour		\$5,880.00
Masonry					
Masonry Inspection (Group 2)	232 hours	@	\$101.00 /hour		\$23,432.00
Tag & Sample Masonry Block (Group 2)	16 hours	@	\$101.00 /hour		\$1,616.00
Masonry Wall Coring	16 hours	@	\$166.00 /hour		\$2,656.00
PROJECT MANAGEMENT					\$19,210.00
Project Manager	115 hours	@	\$135.00 /hour		\$15,525.00
Administrative Assistant	55 hours	@	\$67.00 /hour		\$3,685.00
PROFESSIONAL STAFF					\$6,800.00
Principal Professional - Geotechnical Engineering, DSA 109: Transfer of Responsibility - Geotechnical Engineer	8 hours	@	\$190.00 /hour		\$1,520.00
Senior Professional - DSA 293: Interim and Final Geotechnical Verified Reports	8 hours	@	\$165.00 /hour		\$1,320.00
Senior Professional - Laboratory Testing Review	8 hours	@	\$165.00 /hour		\$1,320.00
Senior Professional - DSA 291: Interim and Final Laboratory of Record Verified Report	8 hours	@	\$165.00 /hour		\$1,320.00
Senior Professional - Concrete Mix Design Review	8 hours	@	\$165.00 /hour		\$1,320.00

BUDGET ESTIMATE SUMMARY CONSTRUCTION TESTING SERVICES

	Estimated Hours/Unit		Rate/Unit	Total Cost
MATERIALS LAB TESTING				\$29,784.00
Hveem - Maximum Bulk Specific Gravity (Cal308)	1 tests	@	\$300.00 /test	\$300.00
Maximum Density/Optimum Moisture - 4" (ASTM D698/D1557)	5 tests	@	\$200.00 /test	\$1,000.00
Maximum Density/Optimum Moisture - 6" (ASTM D698/D1557)	2 tests	@	\$220.00 /test	\$440.00
Sieve Analysis (Cal 202, ASTM C136, ASTM D422)	7 tests	@	\$110.00 /test	\$770.00
Expansion Index (ASTM D4289)	3 tests	@	\$177.00 /test	\$531.00
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity)	3 tests	@	\$187.00 /test	\$561.00
Shotcrete Mockup Panel (ASTM C1140)	2 panels	@	\$1,040.00 /panel	\$2,080.00
Absorption Block (ASTM C140)	6 set	@	\$115.00 /set	\$690.00
Compression Block, Standard (ASTM C140)	6 set	@	\$150.00 /set	\$900.00
2x2 Cube Compression (Base Plate Grout)	6 tests	@	\$27.00 /test	\$162.00
Shotcrete Panel, 3 Cores - Compression (CBC)	18 panels	@	\$290.00 /panel	\$5,220.00
Concrete Cylinder Compression (Cal 521, ASTM C39)	232 tests	@	\$27.00 /test	\$6,264.00
Grout Prism Compression (ASTM C1019)	12 tests	@	\$27.00 /test	\$324.00
Mortar Cylinder Compression	36 samples	@	\$27.00 /sample	\$972.00
Masonry Prism Compression (ASTM E447)	20 samples	@	\$150.00 /sample	\$3,000.00
Masonry Core Compression (ASTM C42)	6 tests	@	\$51.00 /test	\$306.00
Masonry Core Shear (CBC 2105A.4)	6 tests	@	\$95.00 /test	\$570.00
Tensile Strength & Bend Test, Reinforcing Steel (ASTM A615/A706)	36 tests	@	\$125.00 /test	\$4,500.00
Bolt Assembly - Hardness Test	6 tests	@	\$74.00 /test	\$444.00
Bolt Assembly - Tensile & Proof Load Test	6 tests	@	\$125.00 /test	\$750.00
TOTAL FOR CONSTRUCTION TESTING SERVICES				\$274,315.00

ASSUMPTIONS - GENERAL

- 1 A construction schedule was available for this estimate.
- 2 Plans and specifications were available for this estimate.
- 3 Assumes an 8-hour day at 5 days per week.
- 4 No overtime is scheduled.
- 5 No weekend work is scheduled.
- 6 This budget estimate reflects realistic amounts of inspection and testing at the **California State Prevailing Wage** inspection rate.
- 7 The client will be invoiced in 2, 4, 6, and 8 hour increments.
- 8 The hourly rate reflects an anticipated start date of 2021.
- 9 All work performed outside our scope of service will be invoiced per Atlas 2021 Schedule of Fees.
- 10 Man hours were estimated assuming Atlas will provide periodic special inspection during the approximate **17 months** of construction.
- 11 **4** concrete cylinders taken for each **50** cubic yards.
- 12 Metal decking and shear studs included in field steel.
- 13 Assumes continuous inspection of High Strength Bolts is not required if faying surfaces are inspected prior to steel erection as per CBC Code. However, 10% of these bolts shall be torque tested.
- 14 Estimate includes one preconstruction shotcrete panel to certify one nozzleman. Additional preconstruction panels, if necessary, will be charged per unit rate in this estimate.

SCHEDULE OF FEES

California Prevailing Wage Effective February 1, 2021

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Environment, Envelope Services)

Director/Principal Professional	\$190
Senior Professional	165
Project Professional	145
Staff Professional	118*
Drafter Level II.....	95
Drafter Level I.....	85

Project Management

Senior Project Manager	\$160
Project Manager.....	135
Administrative Assistant.....	67

Field Services (Geotechnical, Special Inspection)

Field Supervisor	\$118
LA Certified Grading Inspector	123
Off Site Inspector	101*
Laboratory Technician.....	74
Group 1 (Field Soils, Material Tester)	96*
Group 2 (Special Inspection).....	101*
Group 3 (NDT Testing).....	105*
Coring	166

Field Services (SUE Level B Utility Evaluations and Rebar Locating)

Line Tracer, Ground Penetrating Radar, Electromagnetics, Magnetics	
Full Day	\$1,950
Hourly Rate (A Mob/Demob charge of \$250 applies to projects billed on hourly rates).....	215
Letter Report.....	300
Map (per day of field work)	350

Field Services (Geophysical Data Acquisition)

UST, Landfill, Oil Well, Void, Pile Integrity Testing	
Full Day	\$2,400
Hourly Rate (A Mob/Demob charge of \$335 applies to projects billed on hourly rates).....	270

Field Services (Advanced Geophysical Studies)

Seismic, Sting ERT, Resistivity, Groundwater, UXO/MEC	
Full Day	\$3,000
Hourly Rate (A Mob/Demob charge of \$550 applies to projects billed on hourly rates).....	325

Field Services (Seismic ReMi)

One Line	\$1,500
Each Additional Line.....	300
For Pavement/Requires Drilling.....	300

Field Services (Vibration Monitoring)

Mobilization	\$1,000
Equipment (Daily)	200
Daily Analysis & Reporting (Daily)	75
Final Report Preparation	750
Manned Vibration Monitoring.....	Quote

Field Services (Building Envelope)

Field Tech Level II.....	\$125
Field Tech Level I.....	115
Electronic Leak Detection (hourly, 4 hour minimum).....	250
Fenestration Testing (ASTM E1105/E783) – Hourly Rate (2 technicians)	400
Fenestration Testing (AAMA 501.2) – Hourly Rate (2 technicians).....	225
Drainage Efficiency of Exterior Insulation and Finish Systems (EIFS) Clad Wall Assemblies (ASTM E2273)	1,500



Travel and Miscellaneous

Pick Up	\$55/hour
Travel Time	Hourly Rate (or \$125/hour beyond 1 hour from San Diego for Geophysical Crews)
Overtime and Saturday Rate	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving)	2 x Regular Hourly Rate
Rush Surcharge	Normal Rate plus 50%
Per Diem (variable, depending on location)	Quote
Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq	Quote
Specialty Equipment Surcharge	Quote

LABORATORY TESTS

Soil and Aggregate

California Bearing Ratio (ASTM D854)	\$418
California Impact (Cal 216)	206
Clay Lumps in Aggregate (ASTM C142)	150
Cleanness Value (Cal 227)	200
Consolidation (ASTM D2435)	200
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity).....	187
Crushed Particles (Cal 205, ASTM D693).....	150
Direct Shear (ASTM D3080)	260
Durability Factor (Cal 229, ASTM D3744).....	97
Durability Index (Cal 229, ASTM D3744)	224
Expansion Index (ASTM D4289).....	177
Fine Aggregate Angularity (AASHTO T304)	200
Fineness Modulus (ASTM C136).....	24
Flat & Elongated Pieces (ASTM D4791).....	175
Light Weight Pieces (ASTM C123).....	175
Liquid Limit (Cal 204, ASTM D4318).....	75
Los Angeles Abrasion - 1 ½ inch and smaller (Cal 211, ASTM C131).....	224
Maximum Density Check Point (ASTM D698/D1557).....	88
Maximum Density/Optimum Moisture – 4 inch (ASTM D698, D1557).....	200
Maximum Density/Optimum Moisture – 6 inch (ASTM D698, D1557).....	220
Minimum Density (ASTM D1556).....	74
Moisture Content (Cal 226, ASTM C566, ASTM D2216)	35
Natural Density Chunk Sample (ASTM D2937)	45
Natural Moisture/Density Ring or Core Sample (ASTM D2937).....	40
Organic Impurities (Cal 213, ASTM C40).....	90
Organic Matter (ASTM D2974).....	75
Percent Finer than #200 (ASTM C117, ASTM D1140)	70
Permeability Remold Sample (ASTM D2434)	200
Permeability Remold Sample (ASTM D5084)	Quote
Permeability Undisturbed Sample (ASTM D5084)	Quote
Petrographic Analysis (Cal 215, ASTM C295)	Quote
pH & Resistivity (Cal 643, ASTM G51).....	126
Plasticity Index (Cal 204, ASTM 4318).....	127
Potential Reactivity (ASTM C289).....	220
Residual Shear (ASTM D6467).....	442
Rock Correction (ASTM D4718).....	26
R-Value (Cal 301, ASTM D2844).....	276
Sandcastle Test (USACE).....	195
Sand Equivalent (Cal 217, ASTM D2419).....	88
Sieve Analysis (ASTM C136, ASTM D6913, Cal 202)	110
Sieve Analysis with Hydrometer (Cal 203, ASTM D422).....	200
Soil Cement Compression Strength (Cal 312, ASTM D1633).....	50
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632).....	100
Soluble Chlorides (Cal 422)	62
Soluble Sulfate (Cal 417)	62
Soundness 5 Cycles (Cal 214, ASTM C88)	375
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127)	115
Specific Gravity Fine Aggregate (Cal 207, ASTM C128).....	115
Triaxial Shear Consolidated - Undrained (ASTM D4767).....	Quote
Triaxial Shear Unconsolidated - Undrained (ASTM D2850).....	Quote
Triaxial Staged Consolidated - Undrained (ASTM D4767).....	Quote
Triaxial Staged Unconsolidated - Undrained (ASTM D2850).....	Quote
Unconfined Compression (ASTM D2166)	162
Unit Weight Aggregate (Cal 212, ASTM C29).....	80



Asphalt Concrete

Asphalt Core Specific Gravity (Cal 308, ASTM D2726)	\$68
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188)	84
Emulsion Content (CTM 382)	178
Film Stripping (Cal 302)	Quote
Gyratory Compacted Maximum Specific Gravity (AASHTO T312)	350
Hamburg Wheel Plant Produced HMA (AASHTO T324/Caltrans Section 39)	900
Hveem Maximum Bulk Specific Gravity (Cal 308)	300
Hveem & Stabilometer Value (Cal 366)	\$400
Ignition Oven Correction Factor (AASHTO T308)	250
Ignition Oven Degradation Factor (AASHTO T308)	250
Marshall Density Stability & Flow (ASTM D6927)	400
Marshall Density (ASTM D6926)	300
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370)	50
Moisture Vapor Susceptibility (Cal 307)	Quote
Optimum Bitumen Content (AASHTO R35/Cal 367)	3,100
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	180
Residue by Evaporation (Cal 331)	178
Rice Maximum Theoretical Specific Gravity AC (Cal 309, ASTM D2041)	133
Sieve Analysis Extracted Aggregate (Cal 382, ASTM D5444)	90
Stability and Flow (ASTM D1559)	350
Stabilometer Value (Cal 366)	350
RAP Testing Fractionated (ASTM D2172, AASHTO T308, Caltrans Section 39)	Quote
RAP Testing Not Fractionated (ASTM D2172, AASHTO T308, Caltrans Section 39)	Quote
Tensile Strength Ratio Plant Produced HMA (AASHTO T283)	900
Wet Track Abrasion (ASTM D3910)	185

Concrete

2X2 Cube Compression	\$27
Chloride Ion Testing (ASTM C1218)	220
Concrete Core Compression (ASTM C42)	59
Concrete Cylinder Compression (Cal 521, ASTM C39)	27
Flex Beam Modulus of Rupture (Cal 523, ASTM C78)	74
Modulus of Elasticity (Cal 522, ASTM C469)	261
Shotcrete Mockup Panel (ASTM C1140)	1,040
Shotcrete Panel, 3 Cores Compression (CBC)	290
Shrinkage Hardened Concrete (ASTM C157 Modified)	371
Split Tensile Concrete Cylinder (ASTM C496)	74
Time of Set (ASTM C403)	200
Trial Batch Fabrication (ASTM C192)	298
Unit Weight Hardened Concrete (ASTM C642)	55
Unit Weight Lightweight Concrete (ASTM C567)	69

Masonry

Absorption Block (ASTM C140)	\$115
Compression Adobe	155
Compression Block Standard (ASTM C140)	150
Compression Brick (ASTM C67)	115
Efflorescence Block	175
Efflorescence Brick (ASTM C67)	175
Grout Prism Compression (ASTM C1019)	27
Masonry Core Compression (ASTM C42)	51
Masonry Core Shear (CBC 2105A.4)	95
Masonry Prism Compression (ASTM E447)	150
Mortar Bond Strength Pull Test (ASTM C482)	62
Mortar Cylinder Compression	27
Mortar Shear Strength (ANSI 118)	100
Relative Mortar Strength (Cal 515)	850
Shrinkage Masonry Block (ASTM C426)	250
Trial Grout Prisms (ASTM C942)	38
Water Retention and Air Content (ASTM C270)	550



Metal

Bolt Assembly Hardness Test	\$74
Bolt Assembly Tensile & Proof Load Test	125
Modulus of Elasticity (Steel).....	146
Post-Tension Tendon Tensile Testing.....	185
Tensile Strength & Bend Test Structural Steel (ASTM A370)	180
Tensile Strength & Bend Test Reinforcing Steel (ASTM A615/A706)	125
Tensile Strength #14 - #18 Bar (ASTM A615).....	Quote
Tensile Strength Mechanical Splices #9 and Smaller (Cal 670).....	Quote
Tensile Strength Mechanical Splices #10 to #14 (Cal 670).....	Quote
Tensile Strength Mechanical Splices #18 (Cal 670)	Quote

Miscellaneous

Fire Proofing Density Test (ASTM E605)	\$69
Fiber Reinforced Polymer Tensile (ASTM D3039)	520
Material Preparation	70
Relative Humidity Test (ASTM F2170)	80/kit
Concrete Vapor Emission Kits (ASTM F1869)	72/kit
Miscellaneous Charges	Various
Default Expense	Various

TERMS AND CONDITIONS

Prevailing wage rates will increase consistent with general prevailing wage determinations made by the California Department of Industrial Relations.

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

1. The client will be invoiced only for the hours actually worked in 2, 4, 6, and 8-hour increments.
2. A 2-hour show-up charge will be applied to any service canceled the same day of service.
3. Work in excess of 8 hours up to 12 hours in a single day will be charged in 1-hour increments at 1.5 times the standard rate.
4. Work in excess of 12 hours in a single day will be charged in 1-hour increments at 2 times the standard rate.

Work performed by field or laboratory personnel outside of normal business hours (6:30 a.m. to 5:00 p.m.) will be charged a premium on a case-by-case basis. Work performed for Geophysical Studies outside of a standard work week will be charged an additional 30%.

Fees for specialty geophysical services such as seismic reflection, crosshole, gravity, pile integrity testing, vibration monitoring, magnetotellurics, UXO, MEC, etc. will be based on a per project basis. Utility focused projects requiring specialized training such as MSHA (mines) or RSO (refineries) will be billed at a General Geophysical rate.

Other Direct Charges: Our company reserves the right to charge for services outside of the contract in the form of reimbursables, including but not limited to, the following: diamond coring bits, fuel, patching materials, mileage, travel time, equipment rental and administrative time.

Mileage will be charged at the standard federal rate per mile for distances over 50 miles from the location of dispatch. Per Diem charges will be applied to projects outside a 50-mile radius of our office.

Subcontracted services will be charged at cost plus 20 percent.

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

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



ATLAS TECHNICAL CONSULTANTS LLC
2021 PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into at San Diego, California, by and between Atlas Technical Consultants LLC, a Delaware limited liability company, hereinafter referred to as "Consultant" and, Perris Union High School District, hereinafter referred to as "Client."

Client intends to employ the Consultant to provide Construction Testing services for the Paloma Valley High School 33M Pool Facility & Modular Class Room Relocation project at 31375 Bradley Road in Menifee, California, hereinafter referred to as "Project."

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

1) Cooperation and Project Understanding

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

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

(c) Client will make available to Consultant all relevant information in its possession regarding existing and proposed conditions of the Project site.

This information shall include, but not be limited to, all plans, specifications, surveys, test data, and written reports by previous consultants that may pertain to the Consultant's scope of work. Client will immediately transmit to Consultant any new or revised information, which may have an effect on Consultant's services under this Agreement.

(d) It is acknowledged that opinions, recommendations, and advice that may be provided by Consultant will be based on information furnished by Client or other persons or entities retained by Client, and on information obtained by Consultant through Consultant's own investigation, testing, inspection, and observation of work being performed by others. Consultant shall not be responsible for any incorrect advice, judgment, or decision based on any inaccurate or incomplete information furnished by Client or Client's representatives, and Client will indemnify and hold harmless Consultant against all claims, demands, or liability arising out of or contributed to by such information or lack thereof.

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

2) Project Site

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

(b) The Client shall secure free and lawful access to the Project site for all necessary equipment and personnel of Consultant. Client shall notify any and all possessors of the project site that Client has granted Consultant free access to the Project site, and Client shall secure permission (and any



permits) necessary to allow Consultant free access to the Project site at no charge to Consultant unless specifically agreed to otherwise in the Proposal attached hereto.

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

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

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

(f) If applicable, Consultant agrees to backfill or adequately cover all open test holes made by it prior to leaving Project site unattended. Consultant agrees that all test holes will be backfilled upon completion of the job. However, Client may request test holes to remain open after completion of Consultant's work. In the event Client so requests, Client agrees to pay for all costs in connection with covering and backfilling said test holes at a later date, and Client shall indemnify and hold harmless Consultant for all claims, demands, and liabilities arising from its request.

3) Safety

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

4) Ownership of Documents

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

5) Samples

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

6) Professional Standard

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

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



whatsoever, express or implied, is made or intended by Consultant, its employees or agents, in connection with the services provided under this Agreement.

7) Indemnification

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

8) Dispute Resolution

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

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

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

by the parties to resolve their differences through the mediation process unless both parties agree to waive this mediation requirement. The costs of the mediation shall be equally shared by all involved parties.

9) Delays

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

10) Termination of Agreement

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

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

11) No Third-Party Beneficiaries

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

12) Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual



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

13) Attorneys' Fees

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

14) Merger Clause

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

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

15) Notices

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

16) Assignments

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

17) Individual Responsibility

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

18) Invoices

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

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

19) Disputed Invoices

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

20) Previous Consultant Fees

Client agrees that any previous consultant retained to perform professional services that are the same or related to those for which this Agreement has been entered, has been or will be promptly paid in full by client. Client shall obtain full rights to use previous consultant's work product, if same is to be used by Consultant.



21) Severability

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

22) Governing Law and Jurisdiction

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

23) Limitation of Liability

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

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of this ____ day of _____, 2021.

CLIENT:

Signature

Name

Title

Address

Date

Telephone Number

ATLAS TECHNICAL CONSULTANTS LLC

Signature

Name

Title

6280 Riverdale Street, San Diego, CA 92120
Address

Date

21-03181R
Proposal Number



14457 Meridian Parkway
Riverside, CA 92518
(619) 629-7819 | oneatlas.com

March 25, 2021

Atlas Proposal No. 21-03181R

MR. HECTOR GONZALEZ
DIRECTOR OF FACILITIES
PERRIS UNION HIGH SCHOOL DISTRICT
155 EAST 4TH STREET
PERRIS, CALIFORNIA 92570

**Subject: PRELIMINARY INFORMATION REQUEST
CONSTRUCTION TESTING SERVICES
PALOMA VALLEY HIGH SCHOOL 33M POOL FACILITY AND MODULAR
CLASSROOM RELOCATION
31375 BRADLEY ROAD
MENIFEE, CALIFORNIA**

Dear Mr. Gonzalez:

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

PROPERTY OWNER: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____

GENERAL CONTRACTOR: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____

CONSTRUCTION LENDER: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____

Sincerely,

Veronica Tabada

Contracts
\$274,315