



April 22, 2022

Mr. Chad Goodwin  
Facilities Supervisor  
**Perris Union High School District**  
155 E. 4<sup>th</sup> Street, Perris, CA 92570

VIA EMAIL:  
[chad.goodwin@puhsd.org](mailto:chad.goodwin@puhsd.org)

Subject: Proposal and Cost Estimate for Special Inspection and Testing Services

Project: 33M Pool Facility, Marquee, Bridge Crane  
Perris High School  
175 E. Nuevo Road,  
Perris, CA 92571  
Proposal No. P14022-0003001.00

We submit this proposal as a result of your recent request. This proposal describes our understanding of the project, suggests assumptions for our scope of work, and presents our proposed compensation.

#### **GENERAL PROJECT DESCRIPTION**

This construction document package includes, but is not limited to the following scope:

- 1. Demolition of:
  - (E) Building '2400' pool house (A04-44078)
  - (E) 25m outdoor swimming pool (04-44078)
  - (E) Freestanding digital marquee
- 2. General alteration to:
  - (E) building 'AG MECH' (A04-118639) adding freestanding bridge crane
  - (E) site work
- 3. Construction of:
  - (N) Building '2400' pool house
  - (N) 33m outdoor swimming pool
  - (N) Freestanding digital marquee

#### **FEE ESTIMATE, SCOPE OF WORK, AND ASSOCIATED SCHEDULE ASSUMPTIONS**

NV5's estimate is based on our experience working on projects similar in scope and nature and the review of the construction documents, including:

- 04-119490\_DWG\_A (165 pages), "*Perris High School 33M Pool Facility, Marquee, Bridge Crane, Perris Union High School District*", developed by PJHM Architects, dated 03/02/2021.
- 04-119490\_SPC\_A (840 pages), "*Project Manual Perris High School 33m Pool Facility, Marquee, Bridge Crane A04-119490*", developed by PJHM Architects, dated 03/02/21.
- PHS 4-1-2022 Updated Baseline (16 pages), "*Project: Champ's Working Schedule 4-1-20*", developed by Miller Construction, dated 4/1/22.

- DSA 103 Add 1 (25 pages), “*DSA 103-19: Listing Of Structural Tests & Special Inspections, 2019 CBC*”, dated 2022-03-01 16:51:13

Please review our assumptions presented herein for accuracy as our cost for our services is directly related to the contractor’s performance and construction schedule. An acceleration or deceleration in the schedule may affect our overall fees. The final cost of NV5’s services will be based upon the actual number of inspection hours expended and the number of tests performed. Additional services will be billed on a “time and material” basis in accordance with our current fee schedule.

We based our estimate of the following assumptions:

➤ **Soil /Asphalt Technician**

- Field Inspections, Testing, and Reporting.
  - Assuming thirty-two (32) days of full time and twenty-four (24) days of periodic compaction testing.

➤ **Special Inspection and Testing (Concrete, Rebar, Epoxy Anchors, Structural Steel/Welding Inspection).**

- ICC Special Inspector. Assuming the following:
  - Five (5) days reinforced concrete special inspection.
  - Twenty-seven (27) days structural masonry at the Pool Building and two (2) days at the Pool Retaining Wall.
  - Twenty-two (22) days structural steel welding and high strength bolting.
  - Twelve (12) days of shotcrete, pool bottom and pool walls.
- Batch Plant Inspector (Periodic)
  - Assuming five (5) concrete placements and three (3) masonry gout placements. Half day per concrete placement.
- Structural Steel Fabrication Shop Inspector
  - Assuming ten (10) days of inspection, local shop, one shift.
- Non-Destructive Testing (NDT) Technician
  - Assuming one (1) day of testing in field and one (1) day of testing as local shop.

➤ **Laboratory Testing**

- Soils Testing
  - Assuming 4 soil types.
- Concrete Testing:
  - Assuming five (5) sets of cylinders, five (5) cylinders per set.
- Masonry Testing
  - Assuming six (6) sets of grout and mortar, three (3) samples per set.
- Steel Laboratory Testing:
  - Assuming three (3) Anchor Bolt, Nut and Washer Conformance tests (if unidentifiable).
  - Assuming one (1) tensile test per heat number. Assuming four (4) heat numbers.
  - Assuming one (1) bend test per heat number. Assuming four (4) heat numbers.

➤ **Engineering, Project Management and Administrative**

- Administrative - assuming one (1) hour per week.
- Senior Project Engineer / Geologist – assuming two (2) hours per week.
- Principal Engineer - assuming one-half (1/2) hour per week.

**EXCLUSIONS**

The following conditions are not included in our estimate

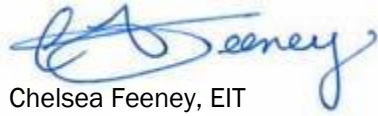
- Personnel are subject to Prevailing Wages, but not Union Wages or a PLA Agreement.

- Retesting and reinspection performed for nonconforming work.
- Unscheduled cancellations.
- Standby time.
- Services performed on work items not found in the contract documents made available during proposal process (e.g. change orders, RFI's, etc.)

**CLOSURE**

We look forward to the opportunity to work on this project. If you have questions concerning this proposal, please contact Joseph Bouknight, PE, CMT Engineering Manager at his direct line 858.927.3606.

Sincerely,  
**NV5 WEST, INC.**



Chelsea Feeney, EIT  
Staff Engineer



Joseph Bouknight, PE  
CMT Engineering Manager

Attachments:                      Estimated Scope of Services  
   2022 Fee Schedule  
   General Terms and Conditions  
   Proposal Acceptance Agreement

SERVICE	No.	Rate	UNITS	Total	COMMENTS
<b>PERSONNEL SERVICE</b>					
Staff Engineer / Geologist	24	\$115.00	per hour	\$2,760.00	Assuming three (3) days of continuous cast-in-place deep foundation drilling observation.
Senior Soils Technician	352	\$99.00	per hour	\$34,848.00	Assuming thirty-two (32) days of full time and twenty-four (24) days of periodic compaction testing.
ICC Special Inspector (Concrete, Masonry, Steel, Bolt, Fireproofing)	544	\$101.00	per hour	\$54,944.00	Assuming the following: - Five (5) days reinforced concrete special inspection. - Twenty-seven (27) days structural masonry at the Pool Building and two (2) days at the Pool Retaining Wall. - Twenty-two (22) days structural steel welding and high strength bolting. - Twelve (12) days of shotcrete, pool walls and pool bottom.
Batch Plant Inspector (Periodic)	32	\$101.00	per hour	\$3,232.00	Assuming five (5) concrete placements and three (3) masonry grout placements. Half day per concrete placement
Precast Concrete Fabrication Shop Inspection	40	\$101.00	per hour	\$4,040.00	Assuming five (5) days of inspection, local shop, one shift
Structural Steel Fabrication Shop Inspection	80	\$101.00	per hour	\$8,080.00	Assuming ten (10) days of inspection, local shop, one shift
NDT Technician	16	\$109.00	per hour	\$1,744.00	Assuming one (1) day of testing in field and one (1) day of testing at local shop.
Post installed Anchors Pull Out Testing Technician	8	\$121.00	per hour	\$968.00	Assuming one day of testing, including \$20/hr equipment fee.
Masonry Coring, 2 - Person Crew	16	\$166.00	per hour	\$2,656.00	Including \$65/hr coring equipment fee.
<b>MATERIAL TESTING</b>					
Soils / Asphalt Laboratory Tests					
- Laboratory Compaction Test (Moisture Density Relation)	4	\$210.00	each	\$840.00	Assuming 4 soils types.
- Expansion Index	4	\$160.00	each	\$640.00	Assuming 4 soils types.
- Sieve Analysis	4	\$130.00	per trip	\$520.00	Assuming 4 soils types.
- Pickup and Delivery	2	\$70.00	per trip	\$140.00	
Concrete Laboratory Tests					
- Compression Test, 4x8 Cylinder	25	\$25.00	each	\$625.00	Assuming five (5) sets of cylinders, five (5) cylinders per set.
- Compression Test, Non-shrink Grout Cubes	3	\$50.00	each	\$150.00	Assuming 1 set of cubes, 3 cubes per set.
- Compression Test, Shotcrete Panels	12	\$400.00	each	\$4,800.00	Assuming 12 days of shotcrete operation, one panel per day
- Pickup and Delivery	5	\$70.00	per trip	\$350.00	

Masonry Laboratory Tests						
	- Compression Test, Grout / Mortar	18	\$35.00	each	\$630.00	Assuming 6 sets of cubes, 3 cubes per set.
	- CMU Core Shear Test	4	\$120.00	each	\$480.00	
	- Masonry Block Conformance (Does not include shrinkage)	3	\$450.00	each	\$1,350.00	
	- Pickup and Delivery	6	\$70.00	per trip	\$420.00	
Steel Laboratory Tests						
	- H. S. Bolt Conformance- Bolt, Nut & Washer	3	\$350.00	each	\$1,050.00	Assuming three (3) Anchor Bolt, Nut and Washer Conformance tests (if unidentifiable)
	- Tensile Tests	8	\$90.00	each	\$720.00	Assuming four (4) different heat of rebar. Two (2) per heat number.
	- Bend Tests	8	\$75.00	each	\$600.00	Assuming four (4) different heat of rebar. Two (2) per heat number.
ADMINISTRATION						
	Senior Engineer	56	\$160.00	per hour	\$8,960.00	Two hours per week (includes concrete mix design reviews, mill certificate review, welder qualification review and approval, welding procedures review and approval, and project management).
	Administration Assistant	28	\$65.00	per hour	\$1,820.00	One hour per week (includes upload of reports to the DSA Box and prevailing wage documentation).
	Principal Engineer	14	\$200.00	per hour	\$2,800.00	One-half hour per week (includes upload of reports to the DSA Box and prevailing wage documentation).
	DSA Form 109	1	\$500.00	each	\$500.00	Review of existing Geotechnical Recommendations and issuance of DSA 109 Form.
	Verified Reports DSA Form 291 and 293	2	\$350.00	each	\$700.00	Assuming two reports.
<b>TOTAL ESTIMATED COST FOR INSPECTION SERVICES</b>					<b>\$141,367.00</b>	

<b>GENERAL TERMS AND CONDITIONS</b>
<b>Exclusions</b> - The following conditions are not included in our estimate <ul style="list-style-type: none"><li>• Personnel are subject to Prevailing Wages, but not Union Wages or a PLA Agreement.</li><li>• Overtime</li><li>• Retesting and re-inspections performed for nonconforming work.</li><li>• Unscheduled cancellations.</li><li>• Standby time.</li><li>• Services performed on work items not found in the contract documents made available during proposal process (e.g. change orders, RFI's, etc.)</li></ul>
<b>The Prevailing Wage</b> rates for Field Personnel quoted above are based upon a multiplier of the hourly rate determined by the General Prevailing Wage Determinations for Building/Construction Inspectors and Field Soils and Material Testers, in effect as of this date (Determination # SC-23-63-2-2021-1D). Should the Prevailing Wage rate change after the next issue date our rates may change based upon the Prevailing Wage rate in effect at that time, but our rates will maintain the same multiplier.
<b>Minimum Charges</b> for Material Testing and Inspections – Hours will be charged for time on site in increments of 2, 4, 6, and 8 hours.
<b>Per Diem and Travel Expenses</b> - Actual Cost plus 10% for out of Riverside County work
<b>Testing Samples</b> - There will be a 50% premium charge for “rush/priority” testing. This testing laboratory agrees to exercise reasonable care in obtaining, preserving and caring for the samples to be tested, but assumes no responsibility for damages, either direct or consequential, which arise or are alleged to arise from loss, damage or destruction of samples due to circumstances beyond this testing laboratory’s control, samples are discarded after testing unless requested otherwise in writing by the client.
<b>Scheduling</b> - A minimum of 24 hours’ notice is requested to schedule personnel. If less than 24 hours’ notice is provided on a cancellation, a cancellation charge of 2 hours may be assessed.
<b>Overtime Rates</b> – NV5 rates for Technical Staff are based on an 8-hour workday between the hours of 6:00 a.m. and 4:30 p.m., Monday through Friday. Work in excess of 8 hours in one day will be charged a premium of 1.5 times the quoted rates. Work over 40 hours in one week will be charged at 1.5 times quoted rate. Work over 12 hours in one day or over 8 hours on the 7th consecutive day or worked holidays will be charged at 2.0 times quoted rates.
<b>Holidays</b> – NV5, Inc. observes the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Should a Holiday fall on Saturday or Sunday, the closest previous or following, regular work day will be observed for the Holiday.
<b>Mileage</b> – Mileage will be charged at IRS Rate per mile for services outside Riverside County.
<b>Outside Services / Subcontractors</b> – Cost plus 10% will be charged for any work not directly performed by NV5 or for any materials procured.
<b>Engineering Review/Report Preparation</b> – Reasonable engineering and project management time will be included for scheduling, report review, and data evaluation.

<b>2022 FEE SCHEDULE - PERRIS UNION HIGHSCHOOL DISTRICT</b>	
<b>PROFESSIONAL STAFF</b>	
<u>Personnel</u>	2022 - 2023
Senior Principal Engineer / Geologist	\$235.00/hr.
Principal Engineer / Geologist	\$200.00/hr.
Associate Engineer / Geologist	\$180.00/hr.
Senior Engineer / Geologist	\$160.00/hr.
Project Engineer / Geologist	\$145.00/hr.
Senior Staff Engineer / Geologist	\$125.00/hr.
Staff Engineer / Geologist	\$115.00/hr.
Administration Staff	\$65.00/hr.
<b>FIELD STAFF</b>	
	Prevailing Wage
Soil / ACI Technician	\$99.00/hr.
ICC Special Inspector (Concrete, Masonry, Steel, Bolt, Fireproofing)	\$101.00/hr.
Certified Welding Inspector I	\$101.00/hr.
NDT Technician	\$109.00/hr.
Laboratory Technician	N/A
Ground Penetrating Radar (Technician and Equipment)	\$165.00/hr.
Anchor Pull Test - up to 30kips, Equipment Fee	\$20.00/hr.
Coring Equipment Fee	\$65.00/hr.
Torque/Ground Rod Testing (Technician and Equipment)	\$105.00/hr.
"Wildcat", 35-lb hammer Dynamic Cone Penetrometer (DCP) with technician	\$375.00/hr.
Lightweight 5-lb Gas Dynamic Cone Penetrometer (DCP) equipment with technician	\$165.00/hr.
Seismic Refraction Survey Using Geode 24-Channel Seismodule	\$2900.00/day
Pick-Up	\$70.00/hr.
<b>LABORATORY FEE SCHEDULE</b>	
<u>Laboratory Testing</u>	2022 - 2023
<i>Asphalt Concrete</i>	
Asphalt Mix Design Review	\$350.00/ea.
Hveem Stability	\$200.00/ea.
Hveem Unit Weight Sample Requiring Compaction	\$190.00/ea.
Marshall Stability, Flow & Unit Weight	200.00/ea. (per test specimen)
Maximum Theoretical Unit Weight (Rice)	\$200.00/ea.
Extraction - Ignition Oven (including gradation)	\$230.00/ea.
Percent Swell	\$150.00/ea.
Unit Wt Compacted Sample (Specific Gravity)	\$90.00/ea.
<i>Aggregates</i>	
Absorption Test, Coarse Aggregate	\$50.00/ea.
Absorption Test, Fine Aggregate	\$50.00/ea.
Clay Lumps & Friable Particles	\$125.00/ea.
Cleanness Value	\$150.00/ea.
Crushed Particles, Percent	\$195.00/ea.

Durability Index, Coarse Aggregate	\$120.00/ea.
Durability Index, Fine Aggregate	\$120.00/ea.
Organic Impurities in Sand	\$80.00/ea.
Sieve Analysis Coarse Aggregate	\$95.00/ea.
Sieve Analysis Coarse & Fine Aggregate (includes Wash)	\$130.00/ea.
Sodium Sulfate Soundness (5 cycle test per primary size)	\$365.00/ea.
Specific Gravity, Fine Aggregate	\$90.00/ea.
Specific Gravity, Coarse Aggregate	\$80.00/ea.
Unit Weight (per cubic foot) Voids in Aggregate	\$70.00/ea.
Rock Core (Compressive Strength)	\$90.00/ea.
<u>Laboratory Testing (Continued)</u>	2022 -2023
<i>Structural/Reinforcing Steel</i>	
H. S. Bolt Conformance– Bolt, Nut & Washer (DSA)	\$350.00/ea.
Mechanically Spliced Reinforcing Steel	\$200.00/ea.
Mechanical Tests, Hardness Test, Rockwell	\$75.00/ea.
Prestressed Steel, Tensile Test, Strand (7-wire)	\$220.00/ea.
Reinforcing Steel, Tensile Test – No. 8 Bar and Smaller <	\$90.00/ea.
Reinforcing Steel, Tensile Test – No. 9 Bar to No. 11	\$100.00/ea.
Reinforcing Steel, Tensile Test – No. 11 Bar and Greater >	Quote
Reinforcing Steel, Bend Test	\$75.00/ea.
Spray-applied Fireproofing Density Tests	\$100.00/ea.
Structural Steel, Tensile – Up to 200,000 lbs.	\$150.00/ea.
Structural Steel, Bend Test	\$100.00/ea.
Welded Specimens, Tensile Test	\$125.00/ea.
Chemical Analysis	Quote
<i>Masonry</i>	
Absorption Test, Brick	\$60.00/ea.
Compression Test, Composite Prism	\$175.00/ea.
Compression Test, Brick	\$50.00/ea.
Compression Test, Blocks	\$90.00/ea.
Compression Test, Cores (does not include Coring for samples)	\$75.00/ea.
Compression Test, Grout / Mortar	\$35.00/ea.
Masonry Block Conformance (Does not include shrinkage)	\$450.00/ea.
Modulus of Rupture, Brick	\$50.00/ea.
Moisture as Received, Brick	\$50.00/ea.
Saturation Coefficient Brick	\$55.00/ea.
Unit Weight & Absorption, Block	\$75.00/ea.
Efflorescence, Block or Brick Only	\$75.00/ea.
Linear Shrinkage	\$250.00/ea.
Masonry Core Shear Test	\$120.00/ea.
<i>Roofing</i>	
Roofing Tile Absorption (Set of 5)	\$250.00/ea.
Roofing Tile Strength Test (Set of 5)	\$250.00/ea.



<i>Soils</i>	
Soil Processing (per sample)	\$50.00/ea.
Chloride Content of Soil	\$80.00/ea.
Consolidation (up to 9 loads)	\$275.00/ea.
Direct Shear (undisturbed ring specimens)	\$250.00/ea.
Direct Shear (remolded specimens)	\$295.00/ea.
Expansion Index	\$160.00/ea.
Proctor (per curve) - 4-inch mold	\$210.00/ea.
Proctor (per curve) - 6-inch mold	\$260.00/ea.
Rock Correction (if required)	\$70.00/ea.
Moisture Content / Dry Density	\$40.00/ea.
Organic Matter	\$75.00/ea.
Plasticity Index/Liquid Limit (Atterberg Limit)	\$150.00/ea.
R-value (minimum 3 points)	\$320.00/ea.
Resistivity & pH of Soil	\$170.00/ea.
Sand Equivalent	\$95.00/ea.
Sieve Analysis	\$130.00/ea.
Sieve Analysis, with Hydrometer	\$250.00/ea.
No. 200 Mesh Wash Particle Size Gradation	\$90.00/ea.
Sulfate Content of Soil	\$80.00/ea.
Thermal Resistivity of Soil (including 1 proctor curve)	\$1200.00/ea.
<i>Concrete</i>	
Compression Test, 4x8 Cylinder	\$25.00/ea.
Compression Test, 6x12 Cylinder	\$30.00/ea.
Compression Test Gunite / Shotcrete Panels, (3 Cores/Panel, Coring Included)	\$400.00/ea.
Compression Test, Core (incl sample prep)	\$75.00/ea.
Compression Test, Lightweight Concrete Fill	\$50.00/ea.
Compression Test, Non-shrink Grout Cubes	\$50.00/ea.
Concrete Flexural Test	\$90.00/ea.
Concrete Mix Design (revision or review)	\$350.00/ea.
Drying Shrinkage (3 specimens - 28 days)	\$350.00/ea.
Modulus of Elasticity, Static	\$250.00/ea.
Splitting Tensile Strength	\$100.00/ea.
Thermal Resistivity Testing of Concrete / FTB	\$450.00/ea.



## GENERAL TERMS AND CONDITIONS

- 1. The Agreement.** This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide services ("Services") in connection with the project ("Project") identified in the proposal ("Proposal"), consists of the Proposal, these terms and conditions, Consultant's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client's acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant's presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.
- 2. Standard of Care.** The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change over time. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.
- 3. Site Access and Conditions.** Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities.
- 4. Cooperation and Project Understanding.** To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.
- 5. Sample Disposal.** Unless other arrangements are made, Consultant will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client's request.
- 6. Construction Monitoring.** If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the Proposal, then this Section 6 shall apply. If Consultant's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy. Prior to the commencement of the Work, Client shall provide Consultant with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. This insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.
- 7. Project Changes.** In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.
- 8. Ownership of Documents.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant in connection with this engagement, shall remain the property of Consultant. All the above reports, data, etc. shall be copied and given to the Perris Union High School District on a digital format.
- 9. Termination.** This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.
- 10. Risk Allocation and Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them,

shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is less. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

**11. Discovery of Unanticipated Hazardous Materials.** Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the Project site, including any costs created by delay of the Project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

**12. Subsurface Conditions.** Consultant cannot know or guarantee the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

**13. Insurance.** Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage and any performance for Client to insure and indemnify Consultant against claims for damages and to insure compliance or work performance and materials with Project requirements. **(1) Minimum Requirements.** The Contractor 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. **(2) Comprehensive or Commercial General Liability.** Comprehensive or commercial general liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit and Two Million Dollars (\$2,000,000) general aggregate for bodily injury and property damage (whether coverage is through primary or primary plus excess). Policy form language to include molestation and sexual harassment coverage. **(3.) Comprehensive or Business Automobile Liability Insurance.** Comprehensive or business automobile liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned, and hired vehicles, as applicable **(4.) 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 Contractor shall be required to secure workers' compensation coverage for its employees. If any class of 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. **(5.) Professional Liability (Errors and Omissions).** Professional liability (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) each occurrence.

**14. Resolution of Disputes.** The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the Project is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or Services performed under this Agreement.

**15. Assigns.** Both parties may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

**16. Non-Solicitation & Hiring of Employees.** ~~To promote an optimum working relationship, the Client agrees in good faith not to directly or indirectly employ or otherwise engage any employee of Consultant or any person employed by Consultant within the prior twelve month period without the prior written consent of Consultant. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Client further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established by Consultant. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to Consultant, the Client shall pay to Consultant a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.~~

**17. Governing Law and Survival.** The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

**18. Billing and Payment.** Client shall pay Consultant in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. The final costs of NV5's services will be based upon the actual number of inspection hours expensed and the number of tests performed. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable within 30 days upon receipt of invoice. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by

law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued. Should Consultant be called upon to testify for or on behalf of the Client on matters arising out of or related to the Work, Client shall compensate Consultant for its time at a rate of two times (2x) the Consultant's standard billing rates.

**19. Waiver of Jury Trial.** Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

**20. Liability for Others.** Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the Services or information provided by other parties.

**21. Delays.** Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

**22. Waiver.** No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

**23. Enforceability.** This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

**24. Severability.** Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and affect.

**25. Entire Agreement.** To the extent allowed by law, any agreement that is part of the scope of Consultant's Services and incorporated by reference into this Agreement shall be subordinated to the terms and conditions of this Agreement where they conflict. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

**PROPOSAL ACCEPTANCE AGREEMENT  
NV5 WEST, INC.**

Description of Services: Special Inspection and Testing Services

Project Name: 33M Pool Facility, Marquee, Bridge Crane

Project Location: 175 E. Nuevo Road, Perris CA, 92571

Proposal No. P14022-0003001.00

Proposal Date: April 22, 2022

**APPROVAL & PAYMENT OF CHARGES:** Invoices should be charged and mailed to the following account:

NV5, PO Box 74008680, Chicago, IL 60674-8680

Wire/Electronic payment of invoices is available. For instructions, account / routing numbers and payment information please send an email request to:

[RemittanceNotifications@NV5.com](mailto:RemittanceNotifications@NV5.com)

**ACCEPTED BY:** \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME AND TITLE: \_\_\_\_\_

DATE ACCEPTED: \_\_\_\_\_

---

**PAYMENT:** Please note that Consultant reserves the right to withhold all reports until such time as we receive a signed Proposal Acceptance Agreement or other written authorization referencing this in its entirety. This AGREEMENT is made together with Consultant's proposal, Unit Fee Schedule, Charge Rates Schedule, General Terms and Conditions, and Special Terms and Conditions (if applicable), constitutes the entire agreement between the client and Consultant, and supersedes all prior written or oral understandings.

CLIENT acknowledges that they have reviewed the foregoing, and have reviewed all attachments hereto.

**PROPERTY OWNER IDENTIFICATION** (If other than above)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_