

PERRIS UNION HIGH SCHOOL DISTRICT
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 04 day of April, 2023, by and between the Perris Union High School District of Riverside County, California hereinafter referred to as “District,” and Earth Systems Pacific hereinafter referred to as “Contractor”.

WITNESSETH:

WHEREAS, it is the desire of the Board of Trustees of the District to contract with Contractor to to perform geotechnical testing services, special inspections and materials testing with appropriate reports for the Liberty High School Restroom Project.

WHEREAS, in consideration of the mutual promises of the parties hereto, the District hereby retains the Contractor upon the terms and conditions set forth, and the Contractor hereby accepts said retention and agrees to render the services upon said terms and conditions.

1. **TERM:** The term of this Agreement shall commence on May 17, 2023 and shall be terminated once the Services of Contractor have been fully performed and accepted by the District.
2. **SCOPE OF WORK:** As directed by the District, the Contractor agrees to perform the following services provided for in Exhibit “A” which is incorporated herein by this reference (“Services”).
3. **DISTRICT DESIGNEE:** Contractor shall provide its Services and deliverables to Hector Gonzalez, Perris Union High School District Director of Facilities, who is the District’s designee in this matter (“District’s Designee”). All Services and deliverables shall be subject to the approval of District’s Designee. However, District Designee does not have authority to sign or bind the District.
4. **BILLING/PAYMENT/EXPENSES:** Payment is due on presentation of invoices, and is delinquent if Contractor has not received payment within 30 days from the date of an invoice. District will pay an additional charge of 1½ (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs, and fees, and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney’s fees) in connection with collection of any delinquent amount will be paid by the District to Contractor per Contractor’s current fee schedule provided below in Exhibit A.

Contractor agrees and understands that some travel may be required, at Contractor’s expense, to District school sites and/or to other locations. These travel expenses are not reimbursable and

shall be considered to be an ordinary expense of this Agreement. Contractor shall not invoice the District for travel time from home office to a District location. The Contractor shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without limitation, document reproduction expenses, travel expenses, and telephone charges.

5. **STUDY, MONITORING, AND INSPECTION:** If the Services include monitoring or inspection of soil, construction, and/or materials, District shall authorize and pay for Contractor to provide sufficient observation and professional inspection to permit Contractor to form opinions, according to accepted statistical sampling methods, as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. District hereby represents and warrants that it has provided and shall provide to Contractor all information and sufficient advance notice necessary in order for Contractor to perform the appropriate level of services. No statement or action of Contractor can relieve District's contractors of their obligation to perform their work properly. Contractor has no authority to supervise or stop the work of others.

6. **SITE ACCESS AND UTILITIES:** District has sole responsibility for securing site access and locating or repairing utilities.

7. **EFFECTS OF SITE EXPLORATION:** It is understood that in the normal course of providing these Services, Contractor will be required to access the site to perform field exploration. All boreholes or pits will be backfilled at completion; however, some settlement should be anticipated. Contractor will attempt to minimize the effects of the exploration operations on the site. However, it must be understood that some damage to existing roadways, vegetation, or other improvements will occur. Contractor does not propose to restore the site to the same condition as was present prior to the exploration operations.

8. **ENVIRONMENTAL SERVICES:** The scope of geotechnical services does not include any environmental assessment or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water or groundwater, or air, on or below or around the site.

9. **SUBCONTRACTORS:** Contractor shall hire any subcontractors needed to provide the Services and/or the deliverables provided for in Exhibit A. Any subcontractor(s) shall be at no additional expense to the District, and shall be paid from the Contractor's own resources and billings.

10. **INDEPENDENT CONTRACTOR:** It is expressly understood and agreed to by both parties hereto that the Contractor, and any of its employees or subcontractors while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent or employee of the District. Contractor shall determine the means, method and details of providing the Services and/or the deliverables. Subject to this Agreement, Contractor retains the right to provide similar or different Services or deliverables for others during the term of this Agreement. Contractor shall pay all wages,

salaries, benefits and other amounts due its employees and sub-Contractors, and shall be responsible for all reports and obligations respecting its employees and sub-Contractors.

11. **ASSIGNMENT:** Contractor shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

12. **CONFIDENTIALITY:** Contractor and all personnel designated by Contractor to perform under this Agreement shall maintain the confidentiality of all information received while providing the Services and/or the deliverables. This requirement shall extend beyond the effective termination or expiration date of this Agreement.

13. **EXECUTION OF CONTRACT:** Contractor shall not commence providing Services and/or the deliverables under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under Exhibit "B". In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section and Exhibit "B".

14. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors and contractors arising out of or in connection with the performance of the Services and/or the Products or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

15. **FEE:** Subject to Section 15 below, see attached Exhibit A paragraph entitled "Fee."

16. **OWNERSHIP OF DOCUMENTS:** District shall own all documents and deliverables created by Contractor for the Services provided pursuant to this Agreement and District hereby grants Contractor with a limited license to use the documents for the purposes stated in the documents.

17. **CONDUCT:** Contractor shall provide all Services and deliverables under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by others in the same profession in California. Contractor represents and warrants that all employees and subcontractors have sufficient skill and experience to perform the Services and/or the deliverables assigned to them.

18. **TERMINATION:** Either Party may terminate this Agreement, for any reason, by providing seven (7) days' notice to the other Party. Said notice shall be in writing and shall be delivered to the addresses listed for the Contractor or provided to District Designee, as applicable, and shall set forth the reason(s) for termination.

19. **FISCAL YEAR:** Contractor understands and agrees that this Agreement may involve services to be performed in different school fiscal years. While it is the intent of the District to utilize the Contractor continuously throughout the term irrespective of fiscal year, Contractor and District agree and acknowledge that all services in fiscal years subsequent to the fiscal year of Agreement execution is contingent upon availability of continued funding.

20. **AUTHORITY:** In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the District Board of Trustees duly passed and adopted.

21. **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement and incorporated Exhibits sets forth the entire understanding of the Parties regarding the subject matter thereof, and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself. This Agreement shall be binding on the successors and assigns of the parties.

22. **PERMITS & LICENSES:** Contractor shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the Services.

23. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Riverside.

24. **COMPLIANCE:** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services and/or the deliverables, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with providing the Services and/or the deliverables. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees

and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

25. **RECORDS:** Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

26. **FINGERPRINTING:** This Agreement is subject to the provisions of Education Code Section 45125.1. Contractors' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c and 1192.7c respectively. Contractor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Contractor shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. District may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the Contract.

27. **NONDISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. Each Contractor agrees to comply with applicable Federal and California laws including, but not limited to, The California Fair Employment Practice Act, beginning with Government Code Section 12900, Labor Code Section 1735, and Title 5, Division 1, Chapter 1, Subchapter 4 of the California Code of Regulations. In addition, each Contractor agrees to require like compliance by any subcontractors employed on the work by him.

28. **WORKERS' COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees.

29. **WAIVER:** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below:

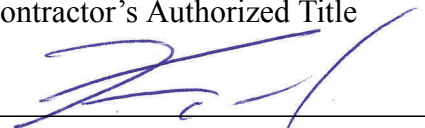
Contractor:	DISTRICT:
Kevin L. Paul	<u>Sylvia Hinojosa</u>
Print Authorized Contractor Signatory Name	Print Authorized District Signatory Name
Vice President, Principal Engineer	<u>Director of Purchasing</u>
Contractor's Authorized Title	District Authorized Title
	
Contractor's Authorized Signature	District Authorized Signature
4/5/2023	
Date	Date
1680 Illinois Avenue, Unit 20	
Contractor's Address	
Perris CA 92571	
City State Zip	
(951) 928-9799	
Phone	
kpaul@earthsystems.com	
Contractor's Email Address	

Exhibit A
SCOPE OF SERVICES

The purpose of Earth Systems' services is to provide Perris Union High School District ("District") with compaction testing, laboratory test results, material testing and special inspection services for use in evaluating compliance of the construction with the project plans and specifications. Construction testing services for this project may include:

SOIL TESTING

Preliminary Services

Job setup and preliminary services may include plan reviews and attendance by staff at pre-construction meetings.

Compaction Testing

The purpose of our services is to provide geotechnical observation and soil compaction testing of soils used during placement of engineered fill (rough grading, building pads, hardscape/pavement subgrades, AC pavement, utility trench backfill, foundation excavations, and other fills). Earth Systems technical staff will be onsite as requested with respect to the 2016 California Building Code. Based on the data at our test location, a *percent compaction* will be provided. Testing may be performed in general accordance with ASTM D 1556, *Standard Test Method for Density and Unit Weight of Soils in Place by the Sand Cone Method* and ASTM D 6938, *Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods*, and other correlated evaluation. Engineering and geologic staff may also provide intermittent observation as well as technical supervision, project review, and project management.

Laboratory Conformance Testing

Laboratory Quality Assurance conformance testing of soils used during grading will include determination of Expansion Index of building pad soils, maximum density-optimum moisture of fill soils, and corrosion potential testing of site soils. Other testing may include gradation, asphalt extraction, and density of AC mixes.

SPECIAL INSPECTION AND MATERIALS TESTING

Concrete Sampling and Testing

Concrete sampling and testing will be performed when requested during the placement of structural concrete with strengths in excess of 2,500 psi. Batch plant inspection, sampling, slumps tests, temperature monitoring, and compression testing of concrete specimens will be provided as requested. Concrete inspection will be provided by a certified International Code Council [ICC] or DSA approved concrete special inspector.

Structural Steel

Special inspection may include shop and field welding inspection, and inspection of reinforcing steel placement. This work will be based on the specification provided in the approved plans and specifications. These inspections will be provided by an American Welding Society [AWS – CWI] certified inspector. Ultra-sonic inspection will be provided by an approved Level II NDT inspector for full penetration welds.

Other services will include epoxy bolt placement inspection, tension/load testing of embeds and shotcrete wall anchors, and torque testing of bolts.

Masonry Special Inspection

Special inspection will be performed during the construction of the masonry walls. These inspections will include continuous inspection during the placement of the masonry units, reinforcing steel and grouting operations. Sampling and testing may include CMU block conformance, grout and mortar samples and composite prisms that will be made on-site and transported to the laboratory for testing. These inspections shall be provided by a certified ICC masonry special inspector and certified by the Division of the State Architect [DSA].

SCHEDULING, CONSULTATION, AND CANCELLATION

Technician/Inspector time, or when the contractor is not ready for tests and does not cancel our personnel, will be billed at hourly rates with a four-hour minimum charge. Engineering consultation or review/reporting, either in the office or at the job site, will be billed at hourly rates with a two-hour minimum for field consultation.

The District or their representatives are responsible for contacting Earth Systems when services are required and are responsible for monitoring the requests for service and recognizes that the efficiency with which Earth Systems' services are utilized will have a significant effect upon the costs for testing and inspection. During construction, please notify Earth Systems at least 24 hours in advance of the need for technician services and 48 hours for special inspection.

Earth Systems requests and expects the District and the contractor's cooperation in providing suitable and safe access to the designated work areas and security while working on the site. If requested, Earth Systems will provide suitable and safe access, however this will be considered a change in scope to this proposal and the costs negotiated.

Earth Systems personnel will not supervise the contractor's work in any way. Earth Systems' presence or absence on the project in no way relieves the contractor of his responsibility to provide a completed project in compliance with the project specifications.

Neither the professional activities of Earth Systems, nor the presence of Earth Systems or its employees and subcontractors, shall be construed to imply Earth Systems has any responsibility for methods of work performance, supervision of work, sequencing of construction, or safety in, on, or about the job site.

The rates presented in this proposal are for the use of Earth Systems full time inspection and testing personnel where possible. When scheduling demands or out of area testing and

inspection necessitate the use of contract special inspectors, the services will be invoiced at the rate of cost plus 20%.

ESTIMATED FEES

The proposed services will be provided on a "Time and Materials" basis per Earth Systems' 2023 Fee Schedule attached and the rates presented below.

***Fees are based on Prevailing Wage Rates per the attached Fee Schedule.** The wage rates are subject to pre-determined increases by an amount determined by the State of California Department of Industrial Relations.

Earth Systems has performed extra effort in reviewing the project information in order to provide a realistic basis for the District in attempt to not have change orders during the course of the project. Based upon previous experience with similar projects, we suggest a preliminary budget of \$53,741.70 based upon the Cost Estimate Sheet provided by Earth Systems and attached hereto. Earth Systems typical requested services have resulted in ratios of 1.1 to 2.1 for our most recent projects, and ratios of 1.5 to 1.9 for projects of similar magnitude and complexity.

Actual fees will be dependent upon the services requested and contractor performance. Therefore, services listed may or may not be performed. Unknown factors relative to construction schedules and other requested services could affect budget numbers dramatically.

Technician field time will be billed with a 4-hour minimum, then in 2-hour increments to 8 hours inclusive of travel time from/to our Perris facility. Overtime will be billed in 1-hour increments. Special inspectors will be billed in 4-hour increments to 8 hours. Overtime will be billed in 1-hour increments. Mileage charges will be billed as specified in the Fee Schedule. Professional engineering review will be provided at a minimum rate of one hour per week at the principal engineer rate for the duration of Earth Systems work on the project, or as requested on a specific basis.

Normal billing rates are for testing and/or consultation services being performed during normal business hours (normal business hours are from 7:00 am through 5:00 p.m., Monday through Friday). Work performed prior to 7:00 am, after 5:00 p.m., on Saturday, Sunday or legal holidays will be billed at Fee Schedule overtime rates (1.5 times base rate) as an extra expense to the project. However, no overtime charges will not be charged until 8 hours of regular time has been charged for services provided on the project, regardless of the time of day.

It is further understood that the fees to be charged under this agreement (contract) are for the professional services described. Additional services not described will be invoiced at current Fee Schedules rates.

EXHIBIT “B”
INSURANCE REQUIREMENTS

A. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

B. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (C) *Workers’ Compensation and Employers’ Liability*: Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

C. Minimum Limits of Insurance. Contractor shall maintain limits no less than: (A) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (C) *Workers’ Compensation and Employer’s Liability*: Workers’ compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

D. Professional Liability. Contractor shall procure and maintain, and require its sub-Contractors to procure and maintain errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

E. Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(1) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services and/or the Products or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor’s scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor’s insurance and shall not be called upon to contribute with it.

(2) Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

(3) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

F. Other Requirements. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (B) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.



Earth Systems Document Control No. SWO-23-133

PROJECT:

Liberty High School
Restroom Project T&I
DSA 04-121704

Date: 4/6/2023
File No.: 302676-004

CLIENT:

Perris Union High School District
Mr. Chad Goodwin
155 East 4th Street
Perris, CA 92504

CONTRACT INFORMATION:

The scope of work presented within is based upon similar professional services provided by Earth Systems for Liberty High School. We understand a new contract will be issued for these current restroom improvements. We are presenting Exhibit A scopes of service detail which apply to the current services.

REASON FOR CHANGE:

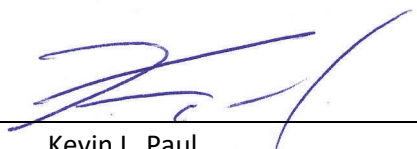
Provide continued testing and special inspection services on an as-requested basis by the Client. Scope based on DSA 103 and plans dated 12/6/2022, provided to us.

ADDITIONAL COMPENSATION:

Time and Materials estimate of \$53,741.70, as generally detailed in the attached cost estimate sheet billed in accordance with Earth Systems attached 2023 fee schedule for rates and billing methodology per our Exhibit A (referenced). Rates are based on current Department of Labor Prevailing Wage rate increases over our past work. Additional services, if requested, will be billed in accordance with Earth Systems Fee Schedule currently in effect at the time services are performed.

EARTH SYSTEMS PACIFIC

AGREED TO AND ACCEPTED:

By: 
Kevin L. Paul
Vice President

(Please print name)

By: _____
Signature Title

Date: _____

Attachments: Cost Estimate Sheet
Exhibit A
Earth Systems 2023 Fee Schedule

**PLEASE SIGN AND RETAIN ONE COPY FOR YOUR RECORDS
RETURN ONE SIGNED COPY FOR OUR RECORDS, OR ISSUE A REVISED TASK ORDER**

COST ESTIMATE SHEET

Testing and Inspections

Earth Systems Document Control No. SWO-23-133

Project: Liberty High School Restroom Project

Location: 32-255 Leon Road, Winchester, CA 92596

Task	Rate	Units	Cost	Total	Task	Rate	Units	Cost	Total
Preconstruction					Masonry				
Meetings - Project Professional	\$ 180.00		\$ -		Masonry Inspection	\$ 145.00	48	\$ 6,960.00	
Meetings - Staff Professional	\$ 145.00		\$ -		Coring	\$ 140.00		\$ -	
Submittal Reviews	\$ 490.00	3	\$ 1,470.00		Trip Charge	\$ 26.00	6	\$ 156.00	
Site Visits	\$ 260.00	2	\$ 520.00		\$ 7,116.00				
Trip Charge	\$ 26.00		\$ -		Glu- Lam				
\$ 1,990.00					Inspection	\$ 175.00		\$ -	
Grading - Buildings/Structures/Site					Sampling	\$ 175.00		\$ -	
Piers/Soils Observation	\$ 140.00	32	\$ 4,480.00		Trip Charge	\$ 26.00		\$ -	
PCC Replacement	\$ 140.00	8	\$ 1,120.00		\$ -				
Trip Charge	\$ 26.00	6	\$ 156.00		Backup Laboratory				
\$ 5,756.00					ASTM D 1557-4"	\$ 220.00	1	\$ 220.00	
Streets, Parking & Drives					ASTM D 1557-6"	\$ 240.00	1	\$ 240.00	
Compaction Testing / Obs.	\$ 140.00		\$ -		Soil Corrosivity Analysis	\$ 294.00	1	\$ 294.00	
Sampling	\$ 140.00		\$ -		Gradation	\$ 184.00		\$ -	
Asphalt Sampling / Testing	\$ 140.00		\$ -		Expansion Index	\$ 195.00	1	\$ 195.00	
Trip Charge	\$ 26.00		\$ -		Sand Equivalent	\$ 147.00		\$ -	
\$ -					Asphalt Extraction	\$ 300.00		\$ -	
Underground					Hveem Max Density	\$ 441.00		\$ -	
Compaction Testing / Obs.	\$ 140.00	12	\$ 1,680.00		Hveem Stability	\$ 250.00		\$ -	
Sampling	\$ 140.00		\$ -		Masonry Prism Compression	\$ 250.00		\$ -	
Trip Charge	\$ 26.00	4	\$ 104.00		Concrete Compression	\$ 36.00	12	\$ 432.00	
\$ 1,784.00					Mortar / Grout Compression	\$ 44.00	12	\$ 528.00	
Concrete					Bolt Assemblies	\$ 132.00		\$ -	
Inspection / Sampling / Testing	\$ 140.00	24	\$ 3,360.00		PT Tendon	\$ 168.00		\$ -	
Batch Plant Inspection	\$ 110.00	16	\$ 1,760.00		Steel Tensile & Bend	\$ 168.00	3	\$ 504.00	
Sample Assist / Pickup / Delivery	\$ 100.00	8	\$ 800.00		Environmental Recycling Fees	\$ 2.10	27	\$ 56.70	
Anchor Bolt Inspection	\$ 110.00	16	\$ 880.00		Lab Shipping	\$ 60.00		\$ -	
Anchor Bolt Testing	\$ 110.00	16	\$ 1,760.00		\$ 2,469.70				
Trip Charge	\$ 26.00	20	\$ 520.00		Project Management/Engineering				
\$ 9,080.00					Project Professional	\$ 180.00		\$ -	
Reinforcing Steel					Field Service Supervisor	\$ 145.00	12	\$ 1,740.00	
Inspection	\$ 145.00		\$ -		Staff Professional	\$ 145.00		\$ -	
Material ID - On Site	\$ 145.00		\$ -		Principal Engineer (GE)	\$ 260.00	15	\$ 3,900.00	
Material ID - Off Site	\$ 110.00	16	\$ 1,760.00		Certified Payroll	\$ 75.00	6	\$ 450.00	
Trip Charge	\$ 26.00	4	\$ 104.00		Trip Charge	\$ 26.00		\$ -	
\$ 1,864.00					\$ 6,090.00				
Structural Steel					Reports				
Shop Welding Inspection	\$ 110.00	80	\$ 8,800.00		Grading / Testing / Inspections	\$ 2,000.00	1	\$ 2,000.00	
Field Welding Inspection	\$ 145.00	24	\$ 3,480.00		DSA 291	\$ 1,500.00	1	\$ 1,500.00	
Material ID	\$ 110.00		\$ -		DSA 293	\$ 1,500.00	1	\$ 1,500.00	
HS Bolt Test / Inspection	\$ 145.00		\$ -		\$ 5,000.00				
Non Destructive Testing	\$ 145.00		\$ -		Total \$ 53,741.70				
Trip Charge	\$ 26.00	12	\$ 312.00						
\$ 12,592.00									

Actual fees will be based on a time and material basis and may be somewhat more or less than shown on the cost estimate sheet. The calculated fees will be based upon the number of site visits requested, additional work not included in this scope of services, and the efficiency of the contractor.



EARTH SYSTEMS

Perris | Palmdale | Bermuda Dunes | www.earthsystems.com

2023 FEE SCHEDULE

(Effective January 1, 2023)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

PERSONNEL

Hourly Rate

Principal Professional.....	\$260.00
Associate Professional	\$220.00
Senior Professional	\$200.00
Project Professional	\$180.00
Staff Professional	\$145.00
Special Inspector, Prevailing Wage*	\$145.00
Technician, Prevailing Wage*	\$140.00
Special Services/Caltrans Technician, Prevailing Wage*	\$145.00
Special Services Technician	\$120.00
Special Inspector.....	\$110.00
Non-Destructive Testing (NDT) Inspector	\$150.00
Technical Assistant.....	\$105.00
Technician	\$100.00
Clerical/Administrative	\$90.00

*Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES, GENERAL

1. Field technician services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge and billed in 2-hour increments portal to portal. Special inspection is billed in 4-hour increments. Over-time is billed in 1-hour increments.
2. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
3. Charges are calculated in one-hour increments and accumulate on a portal-to portal basis.
4. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work.
5. Mileage is invoiced at a rate of \$1.05 mile (portal-to-portal, includes basic equipment transport e.g., Nuclear Density Gauge).
6. Minimum plan review charge \$570.00 per 4 sheets.
7. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
8. Minimum report charge: \$160.00. Report copies: \$50.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
9. Trip charges available upon request.
10. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.

PREVAILING WAGE PROJECTS

1. Field technician services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, then billed in 2-hour increments portal to portal. Special inspection is billed in 4-hour increments. Over-time is billed in 1-hour increments.
2. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. State regulations requires electronic submittal of Certified Payroll to DIR. A fee of \$80.00/week will be assessed. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.



EARTH SYSTEMS

Perris | Palmdale | Bermuda Dunes | www.earthsystems.com

2023 FEE SCHEDULE (Effective January 1, 2023)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$90.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$21.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$116.00
Atterberg Limits: Plasticity Index	\$247.00
California Bearing Ratio, 3 points; incl. ref maximum density	\$867.00
California Bearing Ratio, 9 points; incl. ref maximum density	\$1,208.00
Consolidation, one dimensional.....	\$258.00
Consolidation, timed, per point	\$74.00
Basic Corrosivity w/out Report (pH, Sulfate, Chl., Resistivity)	\$294.00
Direct Shear, per point, 3 points minimum	\$289.00
Expansion Index Test.....	\$195.00
Maximum Density and Optimum Moisture: 4" Mold	\$220.00
Maximum Density and Optimum Moisture: 6" Mold	\$240.00
Maximum Density and Optimum Moisture: California Impact	\$252.00
Moisture and Unit Weight Determination, from ring samples	\$29.00
Moisture Only.....	\$21.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	\$310.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other additives	\$330.00
Hydro Collapse Potential	\$153.00
Hydrometer Analysis, assumed specific gravity, with 200 wash.....	\$247.00
Sieve/Hydrometer Analysis, assumed specific gravity, w/200 wash.....	\$247.00
Sieve Analysis, Aggregate Base/Subbase	\$184.00
Sieve Analysis 200 wash only	\$126.00
Sieve Analysis with wash	\$170.00
Sieve Analysis, Oversize Material	\$221.00
Specific Gravity.....	\$195.00
Swell Test, undisturbed.....	\$195.00
Swell Test, remolded	\$247.00
Unconfined Compressive Strength, untreated.....	\$174.00
Unconfined Compressive Strength, lime or cement treated material	\$604.00

THERMAL RESISTIVITY TESTS

Concrete, 1 point w/moisture content (requiring special collection procedure).....	\$231.00
Field Testing using Thermal Resistivity Meter	\$342.00
Soil, per moisture point, per sample	\$284.00
Soil, 3 moisture points with dry-out curve, per sample	\$856.00

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions	\$273.00
Absorption, Coarse Aggregate.....	\$100.00
Absorption, Fine Aggregate	\$147.00
Clay Lumps and Friable Particles in Aggregate	\$170.00
Cleanness Value of Coarse Aggregate	\$200.00
Crushed Particles, each size.....	\$130.00
Durability Index, Coarse or Fine Aggregate	\$200.00



EARTH SYSTEMS

Perris | Palmdale | Bermuda Dunes | www.earthsystems.com

2023 FEE SCHEDULE (Effective January 1, 2023)

Flat and Elongated Particles in Aggregate	\$200.00
Organic Impurities in Fine Aggregate	\$100.00
Potential Reactivity of Aggregated by Chemical Method, each size	Per Quote
Sand Equivalent	\$147.00
Sieve Analysis, washed	\$179.00
Soundness, Sodium Sulfate, 5 cycles	\$500.00
Specific Gravity, Coarse Aggregate	\$147.00
Specific Gravity, Fine Aggregate	\$147.00
Uncompacted Void Content of Fine Aggregate Angularity, w/fine Aggregate SG.....	\$252.00
Unit Weight of Aggregate	\$147.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders.....	\$36.00
Compression Test of Cored Samples, cored at laboratory	\$100.00
Compression Test of cores delivered by others	\$84.00
Compression Test of Lightweight Concrete.....	\$40.00
Density of Concrete Cylinders	\$79.00
Density of Hardened Concrete	\$111.00
Flexural Strength, Simple Beam with Third Point Loading	\$163.00
Grading of Shotcrete Cores	\$168.00
Sample Storage, monthly per sample.....	\$32.00
Shrinkage, set of 3	\$441.00
Unit Weight of Lightweight Concrete	\$116.00
Enviro. Recycling Fee, per cylinder, core or beam.....	\$2.50
Enviro Recycling Fee, per flex beam	\$6.00
Enviro Recycle Fee/Form Stripping, per shotcrete panel/beam.....	\$55.00

MASONRY

Absorption of Block, set of 3	\$163.00
Compression Test, 2" x 4" Mortar Cylinders	\$44.00
Compression Test, 3" x 3" x 6" Grout Samples.....	\$44.00
Compression Test on Block, set of 3.....	\$163.00
Compression Test on Grouted Prisms, includes cutting	\$250.00
Compression Test on Masonry Cores	\$84.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	\$315.00
Moisture Content of Block as received, set of 3.....	\$137.00
Shear Test on Masonry Cores, 2 faces.....	\$168.00
Specific Gravity and Unit Weight of Block, set of 3	\$184.00
Enviro Recycling Fee, per prism.....	\$10.00
Enviro Recycling Fee, per mortar or grout sample	\$2.50

FIREPROOFING

Fireproof Bond Test.....	\$84.00
Fireproofing Density Test	\$100.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$58.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	\$441.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	\$709.00
Compaction of Lab Samples, Marshall Method set of 3 -(50 blows/side)	\$336.00
Compaction of Lab Samples, Marshall Method set of 3 -(75 blows/side)	\$441.00
Extraction of Oil from A.C. Mixtures.....	\$300.00
Extraction of Oil from Rubberized Mixtures	\$394.00
Hazardous Waste Handling Charge for Extracted Oil	\$98.00



EARTH SYSTEMS

Perris | Palmdale | Bermuda Dunes | www.earthsystems.com

2023 FEE SCHEDULE (Effective January 1, 2023)

Ignition Oven Binder Content, after initial correction value is determined	\$205.00
Ignition Oven Binder Gradation Correction Value /mix design, average of 3.....	\$1,400.00
Moisture Content	\$58.00
Sieve Analysis of Extracted Aggregate.....	\$226.00
Sieve Analysis of Ignition Oven Residue	\$226.00
Specific Gravity, Theoretical Maximum, Rice Method.....	\$163.00
Stability and Flow, Marshall Apparatus, set of 3	\$252.00
Stabilometer, Hveem S-Value, set of 3	\$250.00
Enviro Recycling Fee, per sample	\$4.00
Enviro Recycling Fee for Extracted Oils.....	\$40.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not included.....	\$179.00
Pipe Flattening Test, sample preparation not included	\$179.00
Reinforcing Steel Coupler Tensile and Slip Tests.....	\$336.00
Structural Steel Bend Test, sample preparation not included	\$184.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, sample prep not included	\$184.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$168.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18.....	Per Quote
Enviro Recycling Fee, per sample	\$3.00

BOLT TESTS

Bolt Tests, chemical or mechanical	\$132.00
--	----------

WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator	\$111.00/day
Anchor Pull Test Equipment.....	\$84.00/hr.
Bailer (disposable) w/dedicated rope	\$32.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	\$111.00/day
Concrete Slab Moisture Transmission Kit.....	\$58.00/ea.
Conductivity Meter.....	\$90.00/day
Cut-Off Saw	\$84.00/day
Double Ring Infiltrometer (per set)	\$163.00/day
Drum Dolly.....	\$27.00/day
Drums	\$84.00/ea.
Dynamometer, In-line Scale	\$58.00/day
Hammer Drill	\$58.00/day
Hand Auger/Sampler Equipment	\$58.00/day
Lock n, Load VOC Sample Pres. Sys.	\$27.00/ea.
Magnetic Particle Equipment	Per Quote
Manometer	\$111.00/day
Mini-Troll Groundwater Level Transducer	Per Quote



EARTH SYSTEMS

Perris | Palmdale | Bermuda Dunes | www.earthsystems.com

2023 FEE SCHEDULE (Effective January 1, 2023)

Nuclear Density Equipment, per hour.....	\$15.00
Paint Thickness Meter.....	Per Quote
Percolation Tank System and Trailer.....	\$273.00/day
Personal Protective Equipment Level C.....	Per Quote
Pile Driving Equipment (for pile load testing).....	\$893.00/day
Pile Load Testing Equipment.....	\$578.00/day
Pulse Velocity Meter.....	\$111.00/day
Rebound Hammer (Schmidt Hammer).....	\$58.00/day
Reinforcing Steel Locating Equipment (DR-Meter).....	\$100.00/day
Relative Humidity Meter.....	\$58.00/day
Safety and Specialty Equipment.....	Per Quote
Sampling Consumables.....	Per Quote
Skidmore Bolting Calibration Equipment.....	\$221.00/day
Slope Inclinometer Equipment, per hole.....	Per Quote
Soil Sampling Containers (metal).....	\$21.00/ea.
Soil Sampling Containers (glass).....	\$6.00/ea.
Tape Extensometer.....	Per Quote
Tension Equipment.....	\$58.00/day
Torque/Tension Equipment.....	\$69.00/day
Water Level Indicator.....	\$53.00/day
Per Diem.....	\$184.00/day
DIR Compliance/eCPR, per week.....	\$80.00
DSA Box Posting, ea.....	\$158.00
DSA Lab Compliance, per week.....	\$53.00
Vehicle & Equipment Charge.....	\$10/hr
Curing Containers.....	\$50.00/day



EARTH SYSTEMS

Perris | Palmdale | Bermuda Dunes | www.earthsystems.com

2023 FEE SCHEDULE (Effective January 1, 2023)

EXPERT WITNESS SERVICES

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$450.00
Associate Professional	\$325.00
Senior Professional	\$275.00
Clerical/Admin Services	\$120.00

SPECIAL SERVICES

Deposition	\$450.00/hr. ²
Arbitration	\$450.00/hr.
Court Appearance/Hearings	\$1,800.00/half day ³
Standby to Appear	\$850.00/day ⁴

BASIS OF CHARGES

- Hourly rates are charged during investigation, analysis, consultation, and preparation services.
- Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
- Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,600.00.
- Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$850.00. Standby at other locations will be charged at the general hourly rates.