

**INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
Laboratory of Record Services**

(Perris Union High School District / Atlas Technical Consultants LLC)

This Independent Contractor Agreement for Professional Services ("Agreement") is made as of December 9, 2021, between the Perris Union High School District ("District") and Atlas Technical Consultants LLC, a Texas limited liability company ("Contractor") (together, the "Parties").

WHEREAS, the District is in the process of constructing a pool facility at its Heritage High School ("Project");

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

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

WHEREAS, the Contractor warrants that it is a professional organization with access to experts in the field of construction testing services required for this Project, which will consist of site grading, retaining wall backfill, utility trench backfill, subgrade preparation, aggregate base, asphalt placement, foundation excavation observations, cast-in-place concrete, shotcrete, masonry, and structural steel. The Contractor shall exercise discretion and independent judgment in the performance of such services, which are of a highly specialized and technical nature and will require the Contractor's specialized knowledge, training, experience and ability; and

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall perform the Services as described in the Proposal, which is attached hereto as Exhibit "A" and incorporated into this Agreement by reference. The Proposal describes the work to be performed ("Services" or "Work"), the location ("Site"), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. Contractor will be authorized to proceed with the Services, when District indicates its acceptance by signing this Agreement. The Proposal, this Agreement and any attachments pertaining thereto shall comprise the Contract Document.
2. **Term.** The term of this Agreement shall commence on December 9, 2021 and shall terminate on December 8, 2022 ("Term"), unless this Agreement is terminated early pursuant to Section 31 below.
3. **Compensation.** District will pay Contractor for Services and expenses in accordance with the Exhibit "A." Contractor will make reasonable, good faith efforts to perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Contractor. District recognizes that unforeseen circumstances along with changes in scope and schedule can influence the completion of Services within the estimated costs. The use of an estimate of fees or a "not to exceed" limitation is Contractor's professional judgment of costs, given the information that was provided but is not a guarantee that the Services will be completed for that amount. With regard to other direct charges, Contractor shall provide prior approval from the District before incurring such costs. In no event shall these direct charges exceed ten thousand dollars (\$10,000). Contractor will submit periodic invoices to District together with reasonable supporting documentation requested by

District and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days of the invoice date regardless of whether District has been reimbursed by any other party. If District objects in good faith to any portion of an invoice, District must so notify Contractor within ten (10) days of the invoice date, identifying the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Any dispute over invoiced amounts due which cannot be resolved within fourteen (14) days by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provisions of this Agreement.

4. **Prevailing Wage.** The District hereby notifies Contractor that this is a public works project subject to prevailing wage requirements, and should any work completed by the Contractor be classified as public works, Contractor is responsible for compliance with Labor Code section 1770 et seq. Contractor acknowledges that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR") in accordance with Labor Code section 1770 et seq.
5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its officers, employees, subcontractors, and agents, shall not be considered officers, employees, agents, partners, or a joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, state unemployment compensation or worker's compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's officers, employees, subcontractors, and agents, and shall defend and indemnify the District against any claim or liability for any such payments. The Parties agree that (1) Contractor shall be responsible for the control and direction of its own employees and personnel in the performance of the Work under this Agreement; (2) the Contractor's personnel shall only perform work that is outside the usual course of the District's function of educating children; and (3) Contractor's personnel shall be engaged in a business independent of the District. Contractor shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District. The District shall not withhold federal or state income tax deductions from payments made to Contractor under this Agreement. Contractor shall provide District with its taxpayer identification number. District shall provide Contractor and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS.
6. **Insurance.**
 - 6.1. **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.
 - 6.1.1. **Comprehensive or Commercial General Liability.** Comprehensive or commercial general liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit and Four Million Dollars (\$4,000,000) 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.
 - 6.1.2. **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.

- 6.1.3. **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.
- 6.1.4. **Professional Liability (Errors and Omissions).** Professional liability (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) each occurrence.
- 6.1.5. **Contractor's Pollution Liability.** Pollution liability with limits not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) in the Aggregate annually.
- 6.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 6.2.1. A clause stating that the policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.
- 6.2.2. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, contractors, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 6.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- 6.4. **Insurance for Subcontractors.** In the event that Contractor subcontracts any portion of Contractor's duties, Contractor shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in this Section 6 above in amounts which are appropriate with respect to that subcontractor's part of the Work, and which shall in no event be less than One Million Dollars (\$1,000,000) per occurrence.
- 6.5. **Deductibles.** Contractor, or its subcontractors as the case may be, shall be responsible for payment of all deductibles on all insurance required to be furnished.
- 6.6. **Reporting.** Contractor shall report to the District any injury, loss, or damage incurred by Contractor or its subcontractors.
- 6.7. **Insurance Proceeds in Excess of Limits.** If the Contractor or Contractor's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

- 6.8. **Lack of Insurance is Material Breach.** Failure of Contractor, or any of its subcontractors, to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.
7. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, including Services performed by Contractor's officers, employees, subcontractors, and agents, and other items necessary to complete the Services to be provided pursuant to this Agreement.
8. **Standard of Care.** Contractor's Services as defined by Exhibit "A" shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by members of the same profession currently providing similar services under similar circumstances at the time the Services were provided. No other representation nor a warranty of any kind, express or implied, is made or intended by Contractor, its employees or agents, in connection with the Services provided under this Agreement. District agrees to give Contractor written notice of any breach or default within one (1) year of the completion of the Services and to provide Contractor a reasonable opportunity to cure such breach or default, without the payment of additional fees to Contractor, as a condition precedent to any claim for damages.
9. **Limitations of Method Reliability.** The District recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of the Services as authorized by the District. The District further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the District's selection of Services. Contractor's observations and standardized sampling, inspection and testing procedures employed only represent conditions observed and activities only at the precise location and time where and when Services were performed at the time of the Site visit. District recognizes that conditions of materials and activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Contractor is not responsible for changes that may occur to the Site after Contractor completes the Services.
10. **Control of Work and Job-Site Safety.** Contractor shall be responsible for its activities and that of its employees and subcontractors, and District acknowledges that Contractor will not direct, supervise or control the work of other consultants and contractors or their subcontractors. Furthermore, Contractor shall not guarantee or be responsible for health and safety, procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site. Contractor's testing, observation, or inspection of the work of other parties on a project, even if performed on a continuous basis, shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by Contractor's employees does not mean that Contractor is observing or verifying all Site work or placement of all materials. District agrees that Contractor will only make on-Site observations appropriate to the Services provided by Contractor and will not relieve others of their responsibilities to perform the work.
11. **Test and Sampling Locations.** Unless otherwise specified in Exhibit "A," the Services do not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations, and any sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by District and its representatives. Unless stated otherwise in the report, the accuracy of any test or sampling locations and elevations will be commensurate only with approximate measurements or estimates. District should retain the services of a professional surveyor if greater accuracy is required. District will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. Contractor

reserves the right to deviate a reasonable distance from the boring and sampling locations unless the District specifically revokes this right in writing at the time the diagram is supplied.

12. **Interpretation of Data.** Contractor is responsible only for those data, interpretations, and recommendations regarding the actual materials and activities observed, sampled, inspected or tested, and shall not be responsible for the use or interpretation of Contractor data by third parties, or the information developed by third parties from such data. District acknowledges that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by Contractor. District further recognizes that the data interpretations and recommendations of Contractor's personnel are based solely on the information available to them, and that Contractor may make certain inferences based upon the information derived from these observations, samples, inspections, or tests to formulate professional opinions regarding conditions in other areas.
13. **Third Party Information.** Contractor is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. Contractor shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.
14. **Site Access.** District grants or shall obtain for Contractor a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Proposal, it represents that it has obtained the applicable permits and licenses for the proposed Services
15. **Engineering and Construction Services.** If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and/or engineering, Contractor assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. Contractor's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in Exhibit "A." Unless otherwise specified in the Proposal, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater contamination, or air pollutants are not part of Contractor's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.
16. **Intentionally Omitted.**
17. **Utilities.** Unless otherwise specified in the Proposal, it is District's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the District's owns and/or operates. District shall indemnify, defend and hold harmless Contractor from and against any claims, losses or damages incurred or asserted against Contractor related to the District's or a third party's failure to mark, protect or advise Contractor of underground structures or utilities.
18. **Intentionally Omitted.**
19. **Samples and Equipment.** Unless otherwise specified in the Proposal or required by law, Contractor will not retain any samples obtained from the Site. At no time does Contractor assume title to the samples; all samples shall remain the property of the District.
20. **Hazardous Conditions or Substances.** The District acknowledges that Services that include hazardous or toxic materials and/or investigations of chemicals involve inherent uncertainties, such as limitations on laboratory analytical methods and variations in subsurface conditions. Such uncertainties may adversely affect a testing result, even though the Services are performed with skill and care. Contractor shall not create nor contribute to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site.

21. **Right to Stop Work.** If, during the performance of the Services, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in Contractor's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, Contractor may immediately suspend work.

22. **Indemnification.** As of the effective date of this Agreement, to the furthest extent permitted by law, Contractor shall indemnify, defend, and hold harmless District, its trustees, officers, officials, employees, contractors, agents, representatives, and volunteers from and against all of the following: any and all liabilities, claims, suits, damages, costs, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) that the District may incur and that arise out of Contractor's work, service, obligations, or performance under this Agreement, or for any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, excluding those claims, liabilities, damages, or judgments arising from the sole gross negligence or willful misconduct of District.

As of the effective date of this Agreement, District shall indemnify, defend, and hold harmless Contractor, its officers, employees, and agents from and against all of the following: any and all liabilities, claims, suits, damages, costs, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) that Contractor may incur and that arise out of District's sole gross negligence or willful misconduct in connection with the construction testing services.

The indemnity requirements provided herein shall survive the termination or expiration of this Agreement.

23. **Limitation of District Liability.** Other than as provided in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

24. **Pre-existing Proprietary Materials.** Contractor's pre-existing proprietary materials utilized to provide or facilitate the Services to the District shall remain the intellectual property of Contractor.

25. **Warranty.** Contractor is not a manufacturer. If any equipment is used or purchased by Contractor for the Services, the manufacturer's warranties if any on the equipment are solely those of the manufacturer. Contractor makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods which may be furnished by Contractor to District.

26. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions (collectively, "Intellectual Property") prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services, and to the fullest extent permitted by law, Contractor shall, at its own expense, defend, indemnify and hold harmless the District against any claim or liability, including attorneys' fees, based on unauthorized use of such Intellectual Property.

27. **Documents.** Project-specific documents and data produced by Contractor under this Agreement shall become the property of District upon completion of the Services and payment of amounts

owed Contractor. Contractor shall have the right, but not the obligation, to retain copies of all such materials.

28. **Reliance.** Documents and data (including reports) produced by Contractor pursuant to this Agreement relate solely to the Services for which Contractor has been retained, and are not intended or represented by Contractor to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared. No third party may rely upon such documents and data without the prior written consent of Contractor. Any such unauthorized use or dissemination will be at the sole risk and expense of the District or such third party.
29. **Intellectual Property.** Contractor understands and agrees that all intellectual property developed or produced under this Agreement, including but expressly not limited to any property subject to copyright, trademark or patent, shall become the property of District and cannot be used without District's express written permission, including, but not limited to, any and all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of District.
30. **Audit.** District retains the right to review and audit, and the reasonable right of access to Contractor's and any subcontractor's premises to review and audit, the Contractor's compliance with the provisions of this Agreement. Contractor agrees that the Department of General Services, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.
- 30.1. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter.
- 30.2. Contractor shall permit the District, its agents, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. The District shall have the right to interview current or former employees and subcontractors of Contractor with respect to matters or issues under audit. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
- 30.3. Contractor shall include audit provisions in any and all of its subcontracts, and shall ensure that provision is binding upon all subcontractors.
- 30.4. Contractor shall comply with these audit provisions within fifteen (15) days of the District's written request to review and audit any or all of Contractor's Work-related documents, records and information. The District's audit and Contractor's compliance with the same, shall be at no additional cost to the District.
- 30.5. Contractor shall maintain, at Contractor's cost, all contracts involving the expenditure of public funds for a period of five (5) years after final payment under the contract, or such

longer period if notified in writing by the District at least 30 days before the end of the five (5) year period.

- 30.6. Contractor acknowledges and agrees that the foregoing provisions shall apply to, and may be utilized by the District for the production of, any records or documents subject to disclosure under the California Public Records Act, Government Code sections 6250 *et seq.* ("CPRA"), unless otherwise exempt. Such records may include, but are not limited to, records or documents in the District's constructive possession but under Contractor's control regardless if created, sent, received, stored, or maintained in a personal account or device of Contractor or its employees. Contractor agrees to provide District with an affidavit within five (5) days of District's request, that certifies Contractor's search for and production of responsive records subject to disclosure pursuant to the CPRA, if any.

31. Termination.

- 31.1. **Nonappropriation of Funds, Reduction of Funds, or Changes in Law.** Upon thirty (30) days written notice delivered to the Contractor, this Agreement may be terminated in whole or in part at the sole discretion of the District, if the District reasonably determines that: (i) a change in federal or state legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects the District's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to a change in federal or state funding, whether as a result of a legislative act or by order of the President or the Governor.

31.1.1. If a written notice is delivered under this section, the District will reimburse Contractor for the Services properly performed until the effective date of said notice. The District will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

- 31.2. **Without Cause by Either Party.** Either Party may, upon thirty (30) days prior notice, without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for Services satisfactorily rendered to the date of termination. Written notice by either Party shall be sufficient to stop further performance under this Agreement. Contractor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

31.3.1. material violation of this Agreement by the Contractor; or

31.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

31.3.3. Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall, upon the expiration of the three (3) calendar days, cease and terminate. In the event of this termination, the District may secure the required services from another

Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 31.4. **Return of Documents.** Upon termination, Contractor shall provide the District with all data/documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
32. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without prior written consent of District.
33. **Force Majeure.** Neither Party shall be considered to be in default for failure to perform any material obligation hereunder, other than payment obligations, during the time and to the extent that such performance is prevented by a Force Majeure event. Neither Party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy with the exercise of commercially reasonable efforts within a reasonable time period. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of a Force Majeure event shall give prompt written notice of such fact to the other Party. Notwithstanding a Force Majeure event, the Party claiming such an event must provide satisfactory evidence that the event caused the delay or lack of performance and was not due to the fault or neglect of such Party.
34. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent **by overnight delivery service, addressed as follows:**
- If to District**
Attn: Sylvia Hinojosa, Director of Purchasing
Perris Union High School District
155 East Fourth Street
Perris, California 92570
- If to Contractor**
Attn: Daniel Marino & Aklilu Y. Estifanos
Atlas Technical Consultants
14457 Meridian Parkway
Riverside, CA 92518
- Any notice sent by overnight delivery service shall be effective the day of delivery as documented by the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.
35. **Disputes.** In the event of a dispute between the Parties as to performance of the Services, interpretation of the Agreement, or payment, the Parties shall diligently attempt to resolve the dispute in good faith by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop the Work.
36. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations, including but not limited to those related to COVID-19. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. Failure to comply with such laws, regulations, and/or District policies and practices is considered a material breach of the Agreement and may result in termination. If Contractor

observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall promptly notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

37. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services, if any, pursuant to this Agreement. Contractor shall ensure it remains certified through the California Division of State Architect's ("DSA") Laboratory Evaluation and Acceptance Program through the Term of the Agreement. Should Contractor lose the DSA certifications necessary to conduct the Work, Contractor agrees to pay the District's reasonable cost of contracting with an alternative Laboratory of Record, to be selected in the District's discretion.
38. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
39. **Confidentiality.** The Contractor and all of Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality, and protect from unauthorized disclosure, of any and all information received in the course of performing the Services, whether disclosed verbally, identified as confidential or proprietary at the time of disclosure, or that the receiving party should have reasonably determined to be confidential based on the nature of the information and/or the circumstances of its disclosure. Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall not use such confidential information for any purpose other than carrying out the obligations under this Agreement. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
40. **Conflict of Interest.** Contractor shall abide by and be subject to all applicable District policies, regulations, statutes, or other laws regarding conflicts of interest. Contractor shall not hire any officer or employee of the District to perform any of the Services under this Agreement. Contractor affirms to the best of its knowledge that there exists no actual or potential conflict of interest between Contractor's family or business and the Services provided under this Agreement, and in the event of change in either private interest or Services under this Agreement, any question regarding possible conflict of interest that may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Sections 1090 *et seq.* and Sections 87100 *et seq.*, of the Government Code, and certifies that it does not know of any facts that constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor shall immediately notify District of this information in writing.
41. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
42. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further acknowledge and agree that any action or proceeding brought to enforce the terms and conditions of this Agreement are appropriately maintained in the County of Riverside.
43. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

44. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

45. **Counterparts.** This Agreement may be executed by the Parties hereto in any number of counterparts (and by each of the Parties hereto on separate counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

46. **Incorporation of Recitals and Exhibits.** The recitals and each exhibit attached hereto are hereby incorporated herein by reference.

47. **Governing Board Approval.** This Agreement is subject to approval or ratification by the Governing Board of the Perris Union High School District, and does not become effective until and unless such approval/ratification is obtained.

48. **Submittal of Documents.** The Contractor shall not commence the Work until the Contractor has submitted, and the District has confirmed receipt of, the completed forms, certificates, and endorsements of insurance indicated below:


- Signed Agreement
- Workers' Compensation Certificate
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Scope of Work
- Conflict of Interest Statement

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

Atlas Technical Consultants LLC

CONTRACTOR: _____ **PERRIS UNION HIGH SCHOOL DISTRICT**

By: 

By: 

Name: Jeffrey R. Baudour

Name: _____

Title: Director of CMT & Field Services

Title: Director of Purchasing

Date: December 17, 2021

Date: 1/7/2022

Information regarding Contractor:

Contractor: Atlas Technical Consultants LLC

License No.: N/A Address: 6280 Riverdale Street, San Diego, CA 92120

Telephone: 619-280-4321 Fax: 619-280-4717

E-Mail: ron.baudour@oneatlas.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company, State: Delaware
- Other: _____

Employer Identification and/or Social Security Number

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

WORKERS' COMPENSATION CERTIFICATION

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

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

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

By:  _____

Name: Jeffrey R. Baudour

Title: Director of CMT & Field Services

Date: December 17, 2021

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the two boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement For Professional Services ("Agreement"):

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

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

[MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

By:  _____

Name: Jeffrey R. Baudour

Title: Director of CMT & Field Services

Date: December 17, 2021

CONFLICT OF INTEREST STATEMENT

Every Contractor for the Perris Union School District is required to disclose any actual or possible conflicts of interest, the existence of his or her financial interest, and any outside alliance or professional or personal involvement that might conflict with his/her responsibilities to the District.

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Sections 1090 *et seq.* and Sections 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District in writing.

If the District has reasonable cause to believe that a Contractor has failed to disclose actual or possible conflicts of interest, it will provide the member an opportunity to explain the situation.

If, after hearing the response of the Contractor and making such further investigation as appropriate, the District determines that the Contractor has failed to disclose an actual or possible conflict of interest, the Agreement is subject to immediate termination.

I have read and understand the foregoing, and I certify that:

I do / do not have business or financial interests in the Perris Union High School District or a business entity affiliated with the District that might conflict with my responsibilities under this Agreement.

Exceptions to Statement of Disclosure, if any:

By: 

Name: Jeffrey R. Baudour

Title: Director of CMT & Field Services

Date: December 17, 2021

EXHIBIT A
SCOPE OF SERVICES
[Attach Proposal]



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

December 9, 2021
Proposal No. 21-03184R4

MS. SYLVIA HINOJOSA
DIRECTOR OF PURCHASING
PERRIS UNION HIGH SCHOOL DISTRICT
155 EAST 4TH STREET
PERRIS, CALIFORNIA 92570

SUBJECT: Proposal for Construction Testing & Inspection Services
Heritage High School 33m Pool Facility
26001 Briggs Road
Menifee, California

REFERENCES: Leighton Consulting, Inc. (2020); *Geotechnical/Geologic Hazard Report, Heritage High School - New Pool Facility Perris Union High School District (PUHSD), 26000 Briggs Road, Menifee, California*; Project No. 12681.001; March 20.

Miller Construction; *HHS_Draft Schedule*; undated.

PJHM Architecture (2021); *Project Manual, Heritage High School 33M Pool Facility A04-119489*; DSA Back Check Docs.

PJHM Architecture (2021); *Heritage High School 33M Pool Facility Project Plans*; DSA Project No.: 04-119489; Office of Public Schools Project Tracking No: 67207-80; Architects Project Number: PUHSD 19.03; DSA Back Check Drawing; February 22.

PJHM Architecture (2021); *DSA 103-19: Listing of Structural Tests & Special Inspections, 2019 CBC, Heritage High School*; Application Number: 04-119489; DSA File Number: 33-H8; February 8.

Dear Ms. Hinojosa:

In accordance with your request, Atlas Technical Consultants LLC (Atlas) is taking over the project as the Laboratory of Record effective December 9, 2021 and is pleased to submit this revised proposal for professional services at the subject project located at 26001 Briggs Road in Menifee, California.

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



SCOPE OF WORK

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

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

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

COST INFORMATION

Our budget estimate for services is based on our review of the referenced documents and past experience on similar projects. We propose to provide our services on a time and materials basis according to the Schedule of Fees included in this budget estimate. Based on the above scope, we estimate our fees to be approximately **\$247,001**. A cost table presenting a breakdown of our estimate has been provided in this budget estimate.

Notes:

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



DEFINITION OF RESPONSIBILITY

The presence of our field representative will be for the purpose of observing the construction and reporting its general compliance with the approved plans and the applicable building codes. Atlas will only be responsible for inspection performed after December 8, 2021 and not for work inspected prior to this date. Our work does not include the supervision or direction of the contractor's work, their employees, or their agents. The contractor is responsible for their services, and neither the presence of our field personnel nor the observation and testing by this firm should excuse the contractor in any way for defects in their work. It should further be understood that we are not responsible for site safety. During the course of a subsurface investigation, heavy equipment may disrupt the site.

AUTHORIZATION

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

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

Respectfully submitted,
ATLAS TECHNICAL CONSULTANTS LLC

Daniel Marino
Client Services Manager

Aklilu Y. Estifanos, EIT
Project Manager

DM:SHV:AYE:af

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

Distribution: Addressee via email at Sylvia.Hinojosa@puhsd.org

BUDGET ESTIMATE SUMMARY CONSTRUCTION TESTING SERVICES

	Estimated Hours/Unit		Rate/Unit	Total Cost
SPECIAL INSPECTOR/FIELD SERVICES				\$196,708.00
Soils				
Soils Technician (Group 1) - Grading, Utility Trench Backfill, Retaining Wall Backfill, Subgrade/Base/Asphalt	184 hours	@	\$96.00 /hour	\$17,664.00
Project Professional - Site/Grading Observation	18 hours	@	\$145.00 /hour	\$2,610.00
Staff Professional - Footing Observations	8 hours	@	\$118.00 /hour	\$944.00
Concrete				
Material Sample Pick Ups	38 hours	@	\$55.00 /hour	\$2,090.00
Drilled Anchor Inspection (Group 2)	24 hours	@	\$101.00 /hour	\$2,424.00
Batch Plant Inspection (Group 2)	320 hours	@	\$101.00 /hour	\$32,320.00
Shotcrete/Gunite Inspection (Group 2)	144 hours	@	\$101.00 /hour	\$14,544.00
Cast-in-Place Concrete Inspection (Group 2)	136 hours	@	\$101.00 /hour	\$13,736.00
Structural Steel				
Tag and Sample Rebar/HS Bolts (Off-Site)	24 hours	@	\$101.00 /hour	\$2,424.00
Structural Steel Inspection - Field (Group 2)	136 hours	@	\$101.00 /hour	\$13,736.00
Structural Steel Ultrasonic Testing - Field (Group 3)	8 hours	@	\$105.00 /hour	\$840.00
Structural Steel Shop Inspection (Off-Site)	520 hours	@	\$101.00 /hour	\$52,520.00
Structural Steel Shop Ultrasonic Testing (Group 3)	56 hours	@	\$105.00 /hour	\$5,880.00
Masonry				
Masonry Inspection (Group 2)	304 hours	@	\$101.00 /hour	\$30,704.00
Tag & Sample Masonry Block (Group 2)	16 hours	@	\$101.00 /hour	\$1,616.00
Masonry Wall Coring	16 hours	@	\$166.00 /hour	\$2,656.00
PROJECT MANAGEMENT				\$17,930.00
Project Manager	108 hours	@	\$135.00 /hour	\$14,580.00
Administrative Assistant	50 hours	@	\$67.00 /hour	\$3,350.00
PROFESSIONAL STAFF				\$6,140.00
Principal Professional - Geotechnical Engineering, DSA 109: Transfer of Responsibility - Geotechnical Engineer	8 hours	@	\$190.00 /hour	\$1,520.00
Senior Professional - DSA 293: Interim and Final Geotechnical Verified Reports	8 hours	@	\$165.00 /hour	\$1,320.00
Senior Professional - Laboratory Testing Review	8 hours	@	\$165.00 /hour	\$1,320.00
Senior Professional - DSA 291: Interim and Final Laboratory of Record Verified Report	6 hours	@	\$165.00 /hour	\$990.00
Senior Professional - Concrete Mix Design Review	6 hours	@	\$165.00 /hour	\$990.00

BUDGET ESTIMATE SUMMARY CONSTRUCTION TESTING SERVICES

	Estimated Hours/Unit		Rate/Unit	Total Cost
MATERIALS LAB TESTING				\$26,223.00
Hveem - Maximum Bulk Specific Gravity (Cal308)	2 tests	@	\$300.00 /test	\$600.00
Maximum Density/Optimum Moisture - 4" (ASTM D698/D1557)	3 tests	@	\$200.00 /test	\$600.00
Maximum Density/Optimum Moisture - 6" (ASTM D698/D1557)	1 test	@	\$220.00 /test	\$220.00
Sieve Analysis (Cal 202, ASTM C136, ASTM D422)	4 tests	@	\$110.00 /test	\$440.00
Expansion Index (ASTM D4289)	1 test	@	\$177.00 /test	\$177.00
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity)	2 tests	@	\$187.00 /test	\$374.00
Shotcrete Mockup Panel (ASTM C1140)	2 panels	@	\$1,040.00 /panel	\$2,080.00
Absorption Block (ASTM C140)	6 set	@	\$115.00 /set	\$690.00
Compression Block, Standard (ASTM C140)	6 set	@	\$150.00 /set	\$900.00
2x2 Cube Compression (Base Plate Grout)	6 tests	@	\$27.00 /test	\$162.00
Shotcrete Panel, 3 Cores - Compression (CBC)	18 panels	@	\$290.00 /panel	\$5,220.00
Concrete Cylinder Compression (Cal 521, ASTM C39)	172 tests	@	\$27.00 /test	\$4,644.00
Grout Prism Compression (ASTM C1019)	12 tests	@	\$27.00 /test	\$324.00
Mortar Cylinder Compression	36 samples	@	\$27.00 /sample	\$972.00
Masonry Prism Compression (ASTM E447)	20 samples	@	\$150.00 /sample	\$3,000.00
Masonry Core Compression (ASTM C42)	6 tests	@	\$51.00 /test	\$306.00
Masonry Core Shear (CBC 2105A.4)	6 tests	@	\$95.00 /test	\$570.00
Tensile Strength & Bend Test, Reinforcing Steel (ASTM A615/A706)	30 tests	@	\$125.00 /test	\$3,750.00
Bolt Assembly - Hardness Test	6 tests	@	\$74.00 /test	\$444.00
Bolt Assembly - Tensile & Proof Load Test	6 tests	@	\$125.00 /test	\$750.00
TOTAL FOR CONSTRUCTION TESTING SERVICES				\$247,001.00

ASSUMPTIONS - GENERAL

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



SCHEDULE OF FEES

California Prevailing Wage
Effective February 1, 2021

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Environment, Envelope Services)	
Director/Principal Professional	\$190
Senior Professional	165
Project Professional	145
Staff Professional	118*
Drafter Level II	95
Drafter Level I	85
Project Management	
Senior Project Manager	\$160
Project Manager	135
Administrative Assistant	67
Field Services (Geotechnical, Special Inspection)	
Field Supervisor	\$118
LA Certified Grading Inspector	123
Off Site Inspector	101*
Laboratory Technician	74
Group 1 (Field Soils, Material Tester)	96*
Group 2 (Special Inspection)	101*
Group 3 (NDT Testing)	105*
Coring	166
Field Services (SUE Level B Utility Evaluations and Rebar Locating)	
Line Tracer, Ground Penetrating Radar, Electromagnetics, Magnetics	
Full Day	\$1,950
Hourly Rate (A Mob/Demob charge of \$250 applies to projects billed on hourly rates)	215
Letter Report	300
Map (per day of field work)	350
Field Services (Geophysical Data Acquisition)	
UST, Landfill, Oil Well, Void, Pile Integrity Testing	
Full Day	\$2,400
Hourly Rate (A Mob/Demob charge of \$335 applies to projects billed on hourly rates)	270
Field Services (Advanced Geophysical Studies)	
Seismic, Sting ERT, Resistivity, Groundwater, UXO/MEC	
Full Day	\$3,000
Hourly Rate (A Mob/Demob charge of \$550 applies to projects billed on hourly rates)	325
Field Services (Seismic ReMi)	
One Line	\$1,500
Each Additional Line	300
For Pavement/Requires Drilling	300
Field Services (Vibration Monitoring)	
Mobilization	\$1,000
Equipment (Daily)	200
Daily Analysis & Reporting (Daily)	75
Final Report Preparation	750
Manned Vibration Monitoring	Quote
Field Services (Building Envelope)	
Field Tech Level II	\$125
Field Tech Level I	115
Electronic Leak Detection (hourly, 4 hour minimum)	250
Fenestration Testing (ASTM E1105/E783) – Hourly Rate (2 technicians)	400
Fenestration Testing (AAMA 501.2) – Hourly Rate (2 technicians)	225
Drainage Efficiency of Exterior Insulation and Finish Systems (EIFS) Clad Wall Assemblies (ASTM E2273)	1,500



Miscellaneous

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

LABORATORY TESTS

Soil and Aggregate

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

Asphalt Concrete

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

Concrete

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

Masonry

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



Metal

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

Miscellaneous

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

TERMS AND CONDITIONS

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

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

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

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

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

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

Subcontracted services will be charged at cost plus 20 percent.

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

Atlas will not charge for mileage and travel time as the project is within 50-mile radius of our Riverside office.

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