

PERRIS UNION HIGH SCHOOL DISTRICT
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 19th day of March, 2020, 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 perform geotechnical testing services, special inspections and materials testing with appropriate reports for the Liberty High School site.

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 March 19, 2020 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:
_____	<u>Dawn Bray</u>
Print Authorized Contractor Signatory Name	Print Authorized District Signatory Name
_____	<u>Director of Purchasing</u>
Contractor's Authorized Title	District Authorized Title
_____	_____
Contractor's Authorized Signature	District Authorized Signature
_____	_____
Date	Date

Contractor's Address	

City State Zip	

Phone	

Contractor's Email Address	

EXHIBIT "A"

Perris Union High School District
155 East 4th Street
Perris, CA 92504

**Revised Proposal for
Geotechnical Engineering & Geohazards Report
Liberty High School
Proposed New Aquatic Center
Northwest Corner of Lean Road and Wickerd Road
Menifee Area, Riverside County, California**

March 4, 2020
Revised March 23, 2020



March 4, 2020
Revised March 23, 2020

Proposal No.: PER-20-3-002R2

Perris Union High School District
155 East 4th Street
Perris, California 92504

Attention: Mr. Hector Gonzalez, Director of Facilities

Subject: **Revised Proposal for Geotechnical Engineering and Geohazards Report**

Project: **Liberty High School
Proposed New Aquatic Center**
Northwest Corner of Leon Road and Wickerd Road
Menifee Area, Riverside County, California

Earth Systems Pacific (Earth Systems) is pleased to submit this revised proposal to provide geotechnical services for the above referenced project. This proposal is revised based on a site meeting on March 12, 2020 to discuss the aspects of the pool, site constraints, and achieve consensus as to the exploration required, and reporting needs for construction. Since 1969, the Earth Systems group of companies has provided expert geo-professional services to assist our clients through all aspects of geotechnical and geologic engineering, environmental engineering, and construction related materials testing and inspection services. Through our previous work with the Division of State Architect (DSA) for this project and as the Lab of Record for the construction of the overall Liberty High School, our dedicated staff understands the diverse geotechnical, geologic, and construction-related issues that may affect the proposed project, and will work to develop practical and economical geotechnical engineering solutions through innovative approaches.

We have prepared this proposal based on our understanding of preliminary project information provided in an email from Perris Union High School District Facilities Planning Team on February 28, 2020, and a site meeting held with the design team and District. We understand that the proposed Liberty High School Aquatic Center will be developed under the regulation of DSA, the 2019 California Building Code (CBC) and California Geological Society (CGS) Note 48 requirements (2019) for geotechnical reports submitted to DSA. As such, we have scoped our proposal to address additional levels of reporting required by these agencies. Based upon the anticipated conditions, the following sections describe our understanding of the project and our anticipated scope of services in order to meet the above requirements.

This project will be managed by Mr. Kevin Paul, GE 2930, who will also oversee the engineering evaluation and report preparation, and be the Principal on the project. Mr. Mark Spykerman, EG 1174, will provide the interpretation of the site geologic conditions.

PROJECT UNDERSTANDING

Earth Systems understands the proposed project involves the addition of a new aquatic center at Liberty High School. We have assumed the structures will be one to two-stories in height made of wood, masonry, metal, or light frame construction founded on permanent

foundations. Shade canopies and Musco lights are also proposed as well as a surge pit. No below grade basement levels are anticipated other than the below grade pool and surge pit. Column loads are anticipated not to exceed approximately 50 kips for spread footings and 3 kip/LF for wall loads. The pool is stated to be on the order of 7½ feet in depth. Appurtenant site work is assumed to include underground utilities, landscaping and flatwork areas. The attached site plan presents the approximate aquatic center locations and our anticipated exploration locations. From previous exploration, Earth Systems also has a seismic refraction line in the vicinity of the proposed aquatic center (location S-8 as presented in previous reports).

Preliminary grading and foundation plans were not available at the time that this proposal was prepared; however, the site is generally flat and, as such, we have understand that proposed finished grades will likely be within five feet of existing site grades, with the exception of the pool and surge pit which may require deeper excavations on the order of 10 feet below existing grades for piping and installation.

The purpose of our study will be to explore the subsurface conditions and provide geotechnical recommendations for project design. This proposal contains a brief project description, our proposed approach to the project based upon our initial assessment of site conditions and available information, our proposed scope of services, schedule, and proposed fee. Since detailed services may involve greater expense, we ask that our clients participate in determining the level of service, that will provide adequate information for their purposes. Please review this information and our proposed scope. If you should have any questions or suggested revisions to our scope, please do not hesitate to contact the signatories of this proposal.

Our proposal is based upon the assumption that we will be provided full access to the site during normal business hours (M-F, 7am to 6pm) to complete field activities and that an excavator can be used at the site in the areas show on the attached plan.

PROPOSED SCOPE OF SERVICES

Our scope will include performing subsurface exploration, laboratory testing, and preparing one report of our findings in accordance with the CBC and CGS Note 48 requirements (2019 revision) for geotechnical reports submitted to DSA. Based on the subsurface data and our observations, we will perform analyses and prepare a report with our conclusions and recommendations regarding geotechnical and geologic aspects of the project. As required by the CBC and DSA, our report will be signed and stamped by a California registered Geotechnical Engineer and a Certified Engineering Geologist. Within the Fee section of this proposal, the costs associated with each task are presented.

Task 1 - Literature Review

We propose to begin our services by reviewing select geologic and geotechnical literature pertaining to the project area including our maps prepared during the grading of the Liberty site in the area of the proposed improvements. This will also include a review of various hazard, fault and geologic maps prepared by the California Geological Survey, the U.S. Geological Survey, Riverside County, and other governmental agencies as they relate to the site.

Task 2 - Utility Coordination, USA Layout

Each of our proposed field exploration locations will be located and marked in the field, and cleared with known utility lines as identified by Underground Service Alert (USA). Our proposed exploration locations will be located in the field by hand measuring devices such as tape or a wheel, based on the control provided, and a consumer grade hand-held GPS (accuracy +/- 15 feet). The accuracy of location will be governed by the method used. As USA typically will not mark inside private property, to assist in locating underground utilities, we will coordinate with Neff Construction to have them review our test pit locations for clearance of newly installed utilities and to locate the center of our test pits via GPS or survey.

Task 3 – Field Exploration

We propose to evaluate the general subsurface conditions at the site by performing exploration with an excavator with assumed 3 foot bucket. Per the March 12 meeting and email correspondence, we understand a contractor with excavator (and operator) will be provided to us for our exploration. We have assumed based on correspondence that the excavator will be provided at no cost to Earth Systems. If this is not correct, please let us know as no cost has been included in our proposed fee.

Test pits will be excavated to collect soil samples and evaluate the general nature of the anticipated soils and bedrock across the site. Test pits will be assigned in general accordance with CGS Note 48 requirements for DSA regulated facilities which requires a minimum of 1 exploration point within the near-vicinity of the building footprint for every 5,000 square feet of floor area, with a minimum of two explorations per structure. The presented site plan includes approximately seventeen geotechnical test pits. Test pits may be advanced to depths of approximately 2 to 10 feet and may be 15 to 60 feet in length. We have assumed most of the proposed locations will likely terminate at a depth of about 2 feet below existing grades as the area proposed for the aquatic center was generally an area of 10 to 15 feet of cut into soil, then bedrock. In this area the site was graded with an approximate 2-foot undercut which was replaced with compacted fill. The proposed TP-12 and 13 will likely be deeper since there was a bedrock knob that was descending in this area.

Relocation or expansion of planned buildings subsequent to excavation may necessitate additional exploration and associated cost and reporting. Exploration depths are measured below the existing ground surface and will be excavated to the approximate stated depth or to practical refusal, whichever occurs first.

A representative of Earth Systems will log subsurface conditions and will obtain samples for visual observation, classification and laboratory testing. Soils will be logged in general accordance with the Unified Soil Classification System. Our typical sampling interval will be approximately every 2 ½ to 5 feet to the full depth explored; however, sampling intervals may be adjusted depending on the materials encountered onsite. Bulk samples of the soil materials will be obtained when selected. The depth to groundwater will be measured, if encountered. Test pits will be backfilled with the soils from the cuttings and tamped upon completion. Controlled compaction of the backfill is not proposed as the aquatic center will be extensively graded and we have assumed processing of the test pit backfill for proper compaction will occur at that time.

Our field exploration will be provided under the direction of a State of California Certified Engineering Geologist and a Registered Geotechnical Engineer from our firm. In the event that unusual site conditions not presently anticipated are encountered during the exploration, we will bring it to your attention and will discuss with you the effect of these conditions on both the estimated cost and timing of the report.

Task 4 - Laboratory Testing

Laboratory tests will be performed on selected samples to evaluate the physical characteristics of the materials encountered during our field exploration. We anticipate laboratory testing will include moisture content and dry unit weight as measured with nuclear density equipment (nuclear gauge), maximum density, gradation, Expansion Index, direct shear, and corrosion potential evaluation. Testing will be performed in general accordance with American Society for Testing and Materials (ASTM) or appropriate test procedure. The tests selected and the frequency of testing may be modified and will be based on the subsurface conditions actually encountered.

Task 5 – Analysis and Report

Earth Systems will analyze the field data obtained, perform preliminary engineering analyses, and provide recommended design parameters for earthwork and foundations for the structures. The results of our field exploration and engineering analysis will be summarized in a report prepared under the supervision of a Registered Geotechnical Engineer and Certified Engineering Geologist as required by the 2019 CBC.

Our scope and fee has decreased from our previous proposal by the cost of the exploration equipment, but increased for various tasks due to the additional field time for our staff to explore 17 locations (up from 7 previously), increased level of analysis, reporting, and figures/cross-sections which we will present to attempt to adequately define the subsurface conditions both for CGS and contractor bidding.

Based upon the reporting requirements of CGS Note 48, we anticipate that our report will include:

- A description of the proposed project including a site plan showing the approximate exploration locations.
- A description of the surface and subsurface site conditions including groundwater conditions, as encountered in our field exploration, and groundwater management during construction (if applicable).
- A description of the site geologic setting and possible associated geology-related hazards, including a liquefaction, lateral spreading, subsidence, and seismic settlement analysis.
- A site specific geologic map and approximately 3 geologic cross sections overlain on various select pool and structure cross sections provided to us.
- A discussion of regional geology and site seismicity, and a regional geology map.
- A description of local and regional active faults, their distances from the site, their potential for future earthquakes, and a regional fault map.
- A discussion of other geologic hazards such as ground shaking, landslides, flooding, and tsunamis.

- A discussion of site conditions, including the geotechnical suitability of the site for the general type of construction proposed.
- A site specific seismic analysis including recommendations for geotechnical seismic design coefficients in accordance with the 2019 CBC.
- Recommendations for imported fill (if required) for use in compacted fills.
- Recommendations for foundation design including parameters for shallow foundations, and deep foundations (Musco lights) , and subgrade preparation.
- Evaluation of potential transition conditions from shallow to deep soil and/or bedrock and proposed mitigation.
- Recommendations for subsurface drainage of potential perched seepage water.
- Anticipated total and differential settlements for the recommended foundation system.
- Preliminary recommendations for the mitigation of liquefaction (if applicable).
- Recommendations for lateral load resistance for below grade structures including drainage requirements and seismic earth pressures.
- Recommendations for site preparation, earthwork, and fill compaction specifications.
- Recommendations for underground utility trench backfill and import soils.
- Recommendations for stability of temporary trench excavations.
- Recommendations for slabs-on-grade, including recommendations for reducing the potential for moisture transmission through interior slabs.
- Recommendations for collapsible or expansive soils (if applicable).
- A discussion of the corrosion potential of the near-surface soils encountered during our field exploration.
- An appendix, which will include a summary of the field exploration and laboratory testing program.

Optional Task 6 – Foundation and Grading Plan Review

We will review and provide comment on one set of grading and foundation plans to evaluate general conformance with the intent of the recommendations in the project soils report. A review letter will be provided. In the interest of time and delays due to resubmission, our comments will be made available to the design team for correction prior to preparation and submission of the final approval letter.

FEE

We propose to complete the proposed scope of work on a fixed fee basis as detailed below:

Geotechnical Engineering Report and Seismic Hazards Evaluation (Tasks 1-5)	\$18,800.00
Grading Plan Review (Optional Task 6)	\$750.00
Foundation Plan Review (Optional Task 6)	\$750.00

This fee for Tasks 1-5 should be sufficient to provide a report typically approved by reviewing agencies. However, if reviewing agencies request additional review, response, reporting, or information beyond the normal review process and reporting requirements detailed herein, additional fees may be required. Additionally, our fee does not include testing or observation during construction or consultation. If required, services in addition to the scope of work described above can be billed on a time-and-expense basis, based on the fee schedule in effect at that time.

SCHEDULE

Based on the requested information, we feel confident that we can provide the geotechnical engineering report as outlined in this proposal in an expeditious manner. Typically, once authorization to enter the property and a signed contract is received, we can mark respective exploration locations in the field. Subsequent to field marking, we will contact Underground Service Alert which requires 48 hours notification prior to any underground excavation or drilling. Depending on subcontractor availability, we anticipate excavating our field test pits within one to two weeks after the minimum 48 hours wait required by Underground Service Alert. Test pit operations will take approximately 2 days to complete.

Laboratory testing is anticipated to take two weeks after exploration is completed. This time frame is governed by the type of testing performed as certain tests anticipated for this project require at least one week to run. Normal time frames from receipt of authorization to report submittal is approximately six to eight weeks. If requested, we can provide design data in the interim period before the report is finalized.

Our proposal is based on the understanding that our services, as outlined in this proposal, are subject to Prevailing Wage Law for non-professional field staff (i.e. drillers and helpers).

TERMS FOR SERVICE

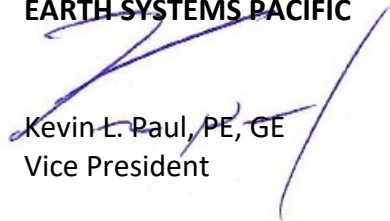
The terms of the current Consultant Services Agreement between the District and Earth Systems will be considered to apply to these services.

CLOSURE

If the proposed Scope of Services, Terms for Service and Fee are satisfactory, **please sign in the space provided or provide a Purchase Order referencing this proposal.** Please return one copy to our office and the DIR information Form. This will constitute authorization for us to proceed with work on the project. Our fee will be billed subsequent to the submission of our final report to the client. Based on the passing of Assembly Bill No. 2629, services may not commence until the execution of a written contract. This agreement can be terminated by either party by notification in writing. Earth Systems responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client. This proposal is valid for a period of 90 days. If authorized after 90 days, Earth Systems reserves the right to reconsider the fees presented herein. We look forward to assisting you on this project and we thank you for the opportunity to submit this proposal.

If you have any questions or require additional information, please do not hesitate to contact the undersigned at (951) 928-9799.

Respectfully submitted,
EARTH SYSTEMS PACIFIC



Kevin L. Paul, PE, GE
Vice President

AGREED TO AND ACCEPTED

CLIENT NAME (IN PRINT)

SIGNATURE AND TITLE

TIN/SSN (Tax ID No. /Social Security No.)
(This information and signature above authorizes us to review Client credit history.)

DATE

TELEPHONE NUMBER

**PLEASE RETURN A SIGNED COPY TO
EARTH SYSTEMS PACIFIC**

Proposal/klp/mr

Enclosure: DIR Information Form
Proposed Test Pit Location Map

Distribution: 1/Mr. Hector Gonzalez (hector.gonzalez@puhsd.org)
2/Perris Union High School District
1/PER



Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems PWC Registration No.	Earth Systems Pacific 100003643
Earth Systems Project No.	


PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

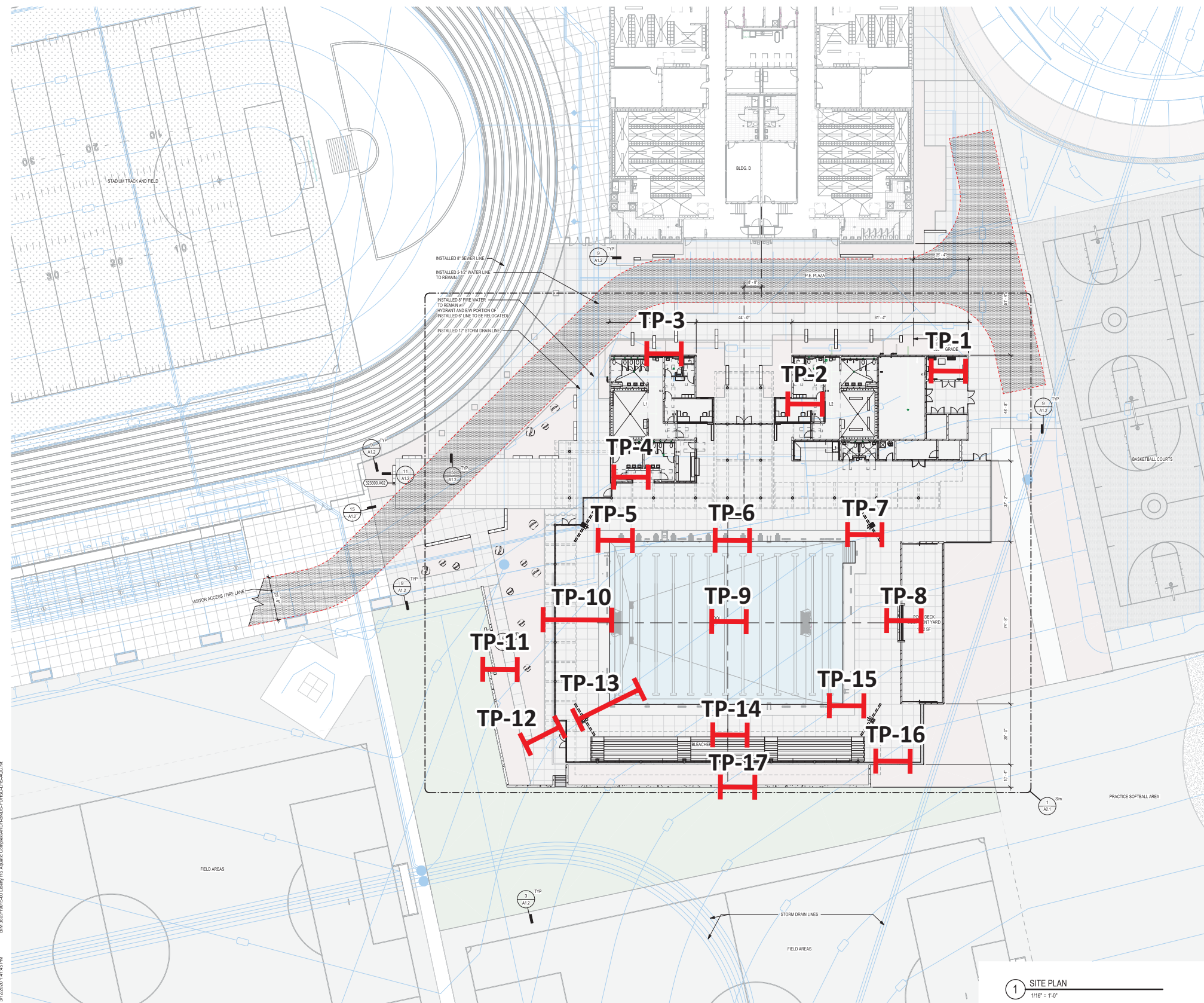
CLIENT'S PROJECT NAME	
DIR PROJECT ID (PWC-100)	
APPLICABLE BID ADVERTISEMENT DATE	
CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION	Name: E-mail: Phone No.:
LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?	Yes or No If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

CLIENT'S BILLING REQUIREMENTS:

PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: E-mail: Phone No.:
INVOICE DELIVERY METHOD	E-mail: Mailing Address:
Date	

LEGEND

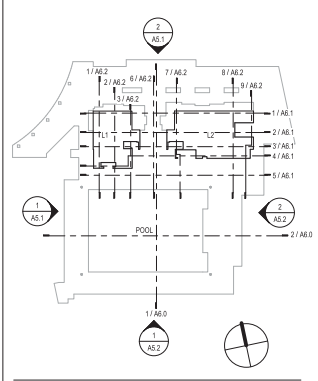
TP-17  Proposed Test-Pit Locations



DD
SCHEMATIC
DESIGN LAQC

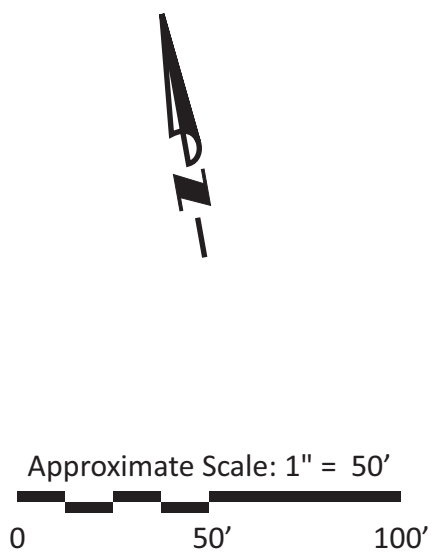
PERRIS UNION HIGH SCHOOL DISTRICT
LIBERTY HS AQUATICS CENTER

KEYNOTES
32330 A02 PRECAST SEAT WALL




BakerNowicki
design studio
731 North Avenue, Suite A, San Diego, California 92101
619.790.2450
www.bn-designstudio.com

SITE PLAN
NO. DATE ISSUE PROJECT NO. 19015-00
DATE: 03/04/2020
DRAWING
A1.1



Proposed Test-Pit Location Map

Proposed Liberty High School
NWC Leon Road & Wickerd Road
Perris, Riverside County, California

 **Earth Systems**

3/19/2020 File No.: 302676-001

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.