



MID PACIFIC ENGINEERING, INC.

REDDING
530-246-9499 p
530-246-9527 f

WEST SACRAMENTO
916-927-7000 p
916-372-9900 f

GEOTECHNICAL ENGINEERING | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | SPECIAL INSPECTIONS

Dr. Mort Geivett
Willows Unified School District
823 W. Laurel Street
Willows, California 95988

April 26, 2018

Special Inspection and Testing Master Services Agreement

MURDOCK ELEMENTARY SCHOOL

WILLOWS INTERMEDIATE SCHOOL

WILLOWS HIGH SCHOOL

Willows, California

MPE No. 18-0160

Mid Pacific Engineering, Inc. is pleased to submit this Master Services Agreement for special inspection and testing services for the above referenced Willows Unified School District projects to be constructed in Willows, California. Our scope of services will include performance of earthwork and materials testing and observation required by the project plans and specifications.

Attached for your review is our current schedule of fees. Upon receipt and review of project plans and construction schedules, we will provide contract addendums for the individual projects referenced above.

Please note that the amount of time spent on these projects by our representatives is dependent on the rate and quality of work performed by the various contractors, as well as the number of required site visits. Therefore, actual billing will be based on the work performed and determined using the attached schedule of fees; *however, we will only bill for work actually performed on your project. We assume these projects are subject to Prevailing Wage Law. If this is not the case, please contact our office so we can revise our fees accordingly.*

Written reports of our findings and test results will be provided upon completion of each phase of work. Copies of daily field reports will be left on site upon request.

To ensure that all parties fully understand the limitations of our role in your projects, we emphasize that our representative will not act as supervisor of construction, nor will we direct construction operations. The various sub-contractors should be informed that neither

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the presence of our representative nor the testing by our firm shall excuse them for defects discovered in their work. Job and site safety of the contractor's personnel will be the sole responsibility of the contractor.

If this Agreement is acceptable, please indicate so by signing the authorization block below and returning a copy of this letter as our formal authorization to proceed.

We look forward to working with you on these projects. Please contact me with any questions regarding our proposal or work scope. We welcome the opportunity to answer any questions you may have regarding this proposal.

Mid Pacific Engineering, Inc.

Todd G. Kamisky
Principal Engineer

Attachments: General Conditions
Schedule of Fees

I, the undersigned, agree to the terms and conditions as stated in the above proposal and the attached <i>General Conditions for Construction Testing Services</i> .	
	<u>SUPERINTENDENT</u>
Signature	Title
<u>DR - MORT GEIVETT</u>	<u>4/27/18</u>
Name	Date





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GENERAL CONDITIONS
FOR
CONSTRUCTION TESTING SERVICES

WARRANTY OF AUTHORITY TO SIGN - The person signing the attached contract, or accepting the attached proposal, warrants he has authority as, or on behalf of, the Client or Owner for whom or for whose benefit Mid Pacific Engineering, Inc. (hereinafter referred to as "Consultant") would render service. If such a person does not have such authority, he agrees that he is personally liable for all breaches of the Agreement and that in any action against him for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

LIMITATION OF LIABILITY - The Client agrees to limit the Consultant's liability to the client and all construction contractors and subcontractors on the project arising from the Consultant's services pursuant to this agreement, such that the total aggregate liability of the Consultant to all those named shall not exceed \$50,000 or the Consultant's total fee for the services rendered on this project, whichever is greater. The Client further agrees to require of the contractor and his subcontractors an identical limitation of the Consultant's liability for damages suffered by the contractor or the subcontractor arising from the Consultant's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractor's assume any liability for damages to others which may arise on account of the Consultant's professional acts, errors or omissions.

STANDARD OF CARE - Service performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made.

RESPONSIBILITY OF THE CONTRACTOR - Services provided by the Consultant under this Agreement should not be taken as a guarantee of construction nor does it relieve the contractor of his responsibility to produce a completed project conforming to the project plans and/or specifications. In all cases the contractor is responsible for site safety and the repairs of defects regardless of when they are found.

DISTRIBUTION OF REPORTS - Unless specifically requested by the Client, all reports prepared by the Consultant will be sent only to the Client. If reports or other test data prepared by the Consultant is to be forwarded to any other party (including regulatory agencies), the Client must specifically request this service in writing to the Consultant prior to the start of work.

INSURANCE - The Consultant represents and warrants that it and its agents, staff and consultants employed by it are protected by Workers' Compensation insurance and that the Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance may be provided to the Client upon request in writing. Within the limits and conditions of such insurance, the Consultant agrees to indemnify and save the client harmless from and against any loss, damage of liability arising from any negligent acts by the Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. The Consultant shall not be responsible for any loss, damage, or liability arising from any acts by the Client, its agents, staff, and other consultants employed by it.

SAMPLES - The Consultant will dispose of all soil, rock, concrete, steel, masonry, or other construction-related samples upon completion of testing. Further storage or transfer of samples can be made at Client's expense upon written request.

OWNERSHIP OF DOCUMENTS - All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatever.

TERMINATION - This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.

ASSIGNS - Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in the Agreement without written consent of the other party.

PAYMENT - The Consultant will submit monthly invoices to the Client and a final bill upon completion of services. Unless specified otherwise in the Agreement, payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts.

If fees are not paid in full for the labor, services, equipment or materials furnished or to be furnished, a mechanic's lien may be placed against the property. Such action may lead to the loss of all or part of Client's property being so improved.

MEDIATION - All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be submitted to non-binding mediation under the auspices of a mediation service experienced in the handling of construction disputes prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.

DISPUTES - In the event that a dispute should arise relating to the performance of the services to be provided under this agreement or for nonpayment of fees, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorneys' fees, and other claim-related expenses.

2915 INNSBRUCK DRIVE, SUITE A, REDDING, CALIFORNIA 96003
840 EMBARCADERO DRIVE, SUITE 20, WEST SACRAMENTO, CALIFORNIA 95605

MID PACIFIC ENGINEERING, INC.
2016 DSA Prevailing Wage Schedule of Fees - Sacramento Office

LABOR	Rate per Hour
Field Testing and Inspection Technician	\$100
Senior Field Testing and Inspection Technician (Welding, Bolting and Masonry)	\$110
Senior Field Testing and Inspection Technician (Non Destructive Testing, DSA Masonry)	\$120
Managing Technician	\$115
Laboratory Technician	\$75
Draftsperson	\$70
Staff Engineer/Geologist	\$100
Project Engineer/Geologist	\$125
Senior Engineer/Geologist	\$150
Principal Engineer	\$175

Overtime and Double Time (work beyond 8 hour days, weekends and Holidays) will be billed at a rate of 1.5 and 2 times the hourly rate presented above, respectively. A 2-hour minimum charge will apply on all projects. A 4-hour minimum charge will apply on Saturday and Sundays. An 8-hour minimum charge will apply on Holidays.

LABORATORY TESTING	Rate per Test
Soil and Aggregate	
Absorption of Sand or Gravel	\$65
Aggregate Unit Weight	\$60
Aggregate Crushed Particles	\$105
Atterberg Limits	\$165
Compaction Curve	\$235
Consolidation Test	\$560
Corrosion Testing	\$155
Direct Shear Test	\$150
Durability	\$175
Expansion Index	\$175
Grain Size Analysis - Total Sieve (200, Fine and Coarse)	\$230
Grain Size Analysis - Fine or Coarse Sieve	\$110
Grain Size Analysis - Soils Finer than No. 200	\$100
Grain Size Analysis - Hydrometer	\$165
Moisture Content	\$35
Permeability	\$275
Resistance Value - Untreated	\$325
Resistance Value - Treated with Lime or Cement	\$375
Sand Equivalent	\$150
Specific Gravity	\$120
Triaxial Shear - Undisturbed	\$370
Triaxial Shear - Remolded	\$450
Unconfined Compression Test	\$120
Unit Weight and Moisture Content - Undisturbed Sample	\$40
Unit Weight and Moisture Content - Loose Sample	\$65
Concrete and Masonry	
Compression Testing - Concrete 4x8 or 6x12	\$30
Compression Testing - Grout, Mortar or CLSM	\$40
Compression Testing - Masonry Unit or Brick	\$60
Compression Testing - Masonry Prism	\$185
Compression Testing - Concrete Core Including Trimming	\$50
Compression Testing - Shotcrete Core	\$55
Compression Testing - Hold Sample	\$25
Masonry Unit Linear Shrinkage, Absorption and Moisture	\$525
Unit Weight of Hardened Concrete	\$60
Reinforcing and Structural Steel	
Anchor Bolt or Prestressing Strand Tensile Strength	\$80
Fire Proofing Unit Weight	\$55
Rebar Tensile and Bend 1 - 7 bar	\$115
Rebar Tensile and Bend 8 - 14 bar	\$165
Structural Bolt Set Tensile and Hardness	\$350
Please contact our office for laboratory testing not listed on the this fee schedule	Quote

MISCELLANEOUS	
Mileage - Billed Portal to Portal	\$.70/mile
Per Diem	\$135/day
Outside Services	Cost +20%
Interim Verified Report	\$300
Final Verified Report	\$525
Department of Industrial Relations Wage Reporting	\$150/month