

LANDMARK

Geo-Engineers and Geologists

780 N. 4th Street
El Centro, CA 92243
(760) 370-3000
(760) 337-8900 fax

August 20, 2018

Meadows Union School District
c/o Mr. Jimmy Sanders
Sanders, Inc.
1102 Industry Way
El Centro, CA 92243

77-948 Wildcat Drive
Palm Desert, CA 92211
(760) 360-0665
(760) 360-0521 fax

Estimate for DSA Testing and Special Inspection Services
Meadows Elementary School Gymnasium
LCI Proposal No. L18-142T

Dear Mr. Sanders:

We appreciate the opportunity to provide this estimate for DSA testing and special inspection services for the gymnasium at the Meadows Elementary School located at 2059 Bowker Road east of El Centro, California. Our work estimates and unit rates for the services required by DSA are provided below:

Field Testing Services (8 hour days)

Engineered Pad/Utilities Compaction – 9 days @ \$800/day	\$7,200
Concrete Sampling/Retrievals – 3 days @ \$800/day	\$2,400
Concrete/Grout Batch Plant Special Inspector - 13 days @ \$800/day	\$10,400
Rebar Inspection (Engineer) – 8 hrs @ \$150/hr.	\$1,200
Rebar Tagging at Shop – 8 days @ \$800/day	\$6,400
Shop/Field Welding Inspection – 40 days @ \$800/day	\$32,000
Masonry Tagging at Shop – 5 days @ \$800/day	\$4,000
Masonry Special Inspection – 45 days @ \$800/day	\$36,000
Masonry Coring (2 technicians) – 2 days @ \$2,010/day	\$4,020
Trip Charge – 220 trips @ \$10/trip	\$2,200

Laboratory Testing Services

Maximum Density (Native) - 1 @ \$250 ea.	\$250
Aggregate Base Conformance – 1 @ \$850 ea.	\$850
Concrete Cylinders – 15 sets @ \$150/set	\$2,250
Masonry Prisms – 3 @ \$100 ea.	\$300
Masonry Core Sheer/Compression – 6 @ \$180 ea.	\$1,080
Grout Strength – 100 @ \$30 ea.	\$3,000
Tensile & Bend (rebar) – 14 @ \$120 ea.	\$1,680
Mortar Compression Tests – 50 @ \$30 ea.	\$1,500
CMU Absorption/Compression Tests – 3 @ \$150 ea.	\$450

Review and Report

\$11,000

Total:


\$128,180

A 2-hour minimum charge shall apply to all field testing services and shall accrue in two hour increments. Overtime hours (after 3 pm weekdays, over 8 hours per day, and any Saturdays) shall be invoiced at an additional \$40/hr and double time hours (Sundays and over 12 hours per day) shall be invoiced at an additional \$80/hr. The above services will be invoiced bi-monthly.

Typically, we cannot accurately forecast the progress of the job and the number of trips required for the testing laboratory to perform the tests necessary to conform to project specifications. The fee estimate provided herein may vary (increase or decrease) depending on the contractor's control of the work. The unit rates provided herein shall be used for the work provided by our firm. ***This is a unit rate proposal.***

Please review our work estimate and contact our office at (760) 370-3000 with any questions or comments. The opportunity to assist is appreciated.

Sincerely Yours,
Landmark Consultants, Inc.

A handwritten signature in black ink, appearing to read 'Randy O. Lyon', with a stylized flourish at the end.

Randy O. Lyon
Vice President

TERMS FOR GEOTECHNICAL ENGINEERING SERVICES

1.0 Parties

The parties to this Agreement for Services are: **LANDMARK CONSULTANTS, INC.** ("CONSULTANT") and **Meadows Union School District** ("CLIENT").

2.0 Complete Agreement

This Agreement consists of: these Terms; the attached Proposal dated **August 20, 2018** and identified as **L18-142T**, and any Fee Schedule, or other Exhibits or Attachments referenced by or incorporated into the Proposal. The above described documents constitute the entire Agreement between the parties with regard to the subject matter thereof. This Agreement supersedes all previous Agreements between the parties. There are no Agreements, representations, or warranties between the parties other than those set forth in this Agreement.

3.0 Project Site

3.1 Existing Conditions

CLIENT will provide to CONSULTANT all available information regarding the existing and proposed site conditions. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field tests, laboratory tests and written reports. CLIENT will provide to CONSULTANT any new information concerning site conditions as such information becomes available or upon any change in such information.

3.2 Project Site

CLIENT shall point out all property lines for the benefit of CONSULTANT, and will, if necessary for CONSULTANT, provide boundary markers established by a licensed land surveyor. CLIENT shall point out, for the benefit of CONSULTANT, the location of all underground infrastructure, utilities and similar installations.

3.3 Responsibility for Accurate Information

Client, and not CONSULTANT, is responsible for the accuracy of the information provided regarding existing conditions, and the project site. CONSULTANT shall not be liable to CLIENT for any claim or damage relating to the work product of CONSULTANT, where such work product is based, in whole or in part, on inaccurate information concerning existing conditions or the project site furnished by CLIENT. CLIENT will defend and indemnify CONSULTANT against all claims, demands, or liabilities arising out of or related to the provision of such inaccurate information.

3.4 Repair of Underground Damage

In the case of damage relating to the work product of CONSULTANT, where such work product is based, in whole or in part, on inaccurate information concerning existing conditions or the project site furnished by CLIENT, such damage may be repaired, at the option of CONSULTANT, such repair to be paid for by CLIENT to CONSULTANT at the rate of cost plus 15%.

3.5 Site Access

CLIENT shall grant to CONSULTANT free access to the site for all equipment and personnel necessary for CONSULTANT to perform the services provided herein. CLIENT shall notify all persons or entities in possession of the project site, that CLIENT has granted CONSULTANT such free access to the site. CLIENT shall take all action required to secure permission (and any permits) necessary to allow CONSULTANT free access to the project site. Such action taken by CLIENT shall be at no charge to CONSULTANT unless specifically agreed to in writing by the parties in the attached PROPOSAL.

4.0 Compensation

CLIENT shall pay CONSULTANT for services as set out in the PROPOSAL and any EXHIBITS or ATTACHMENTS thereto. Invoices for services submitted by CONSULTANT to CLIENT shall be due and payable upon presentation. An invoice shall be considered delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of one percent (1.0%) per month (or the maximum percentage allowed by law whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute or resolved in favor of CLIENT. Payment on a delinquent account invoice will first be applied to accrued charges and then to the unpaid principal.

CONSULTANT may stop performing services if any payment, including any payment for additional services, is not made to CONSULTANT as agreed to under this Agreement.

Additional services beyond the scope of the Proposal, which include meetings, presentations, responses to governing agency review, responses to design team member reviews, revisions to draft reports, or changes in the scope of services, will be invoiced as extra work on a time and materials basis in accordance with the Fee Schedule of CONSULTANT.

5.0 Termination

This Agreement may be terminated by either party either: seven (7) days after written notice, in the event of any breach of any provision of this Agreement, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CLIENT shall pay CONSULTANT for all services performed prior to the date of termination, plus reasonable termination expenses including, but not limited to, cost of completion analysis, records, and reports necessary to document job status at the time of termination.

6.0 Relationship of Parties

CONSULTANT shall, for all purposes, be an independent contractor as to CLIENT and under no circumstances shall the relationship of employer and employee, or that of a fiduciary, exist between the agents or employees of CONSULTANT and CLIENT.

7.0 Successors and Assigns

This Agreement shall be binding upon the successors and assigns of each of the parties hereto in respect to all of the provisions hereof. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any of the parties, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

8.0 Damage Limitation


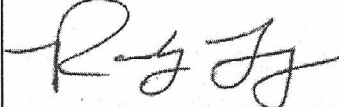
The liability of CONSULTANT to CLIENT for any claim or damage arising from any breach of contract, error or omission, or in any way arising from the provision of services by CONSULTANT under this Agreement, shall be limited to CONSULTANT's FEE. Further, CONSULTANT shall not be liable to CLIENT for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings, or other incidental (as defined in Commercial Code section 2715 (1)) or consequential (as defined in Commercial Code section 2715(2)) damages.

9.0 Legal Fees

If either party to this Agreement shall bring any action, claim, appeal, or alternative dispute resolution proceedings, for any relief against the other, declaratory or otherwise, to enforce the terms of or to declare rights under this Agreement (collectively, an Action), the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a Decision) granted therein. Any Decision entered in such Action shall provide for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs on the request of either party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. "Prevailing party" within the meaning of this paragraph includes, without limitation, a party who agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief it seeks.

10.0 **Governing Law and Venue**

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of California. All actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in State court located in Imperial County, California, and Federal court located in the County of Imperial, or if there is not Federal court in Imperial, then in San Diego County, in the State of California. The aforementioned choice of venue is mandatory, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or a similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the above referenced state and federal courts shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute or proceeding arising out of or related to this Agreement. Each party hereby authorizes service of process sufficient for personal jurisdiction in any action against it at the address and in the manner for the giving of notice as set forth in this Agreement.

<u>Meadows Union School District</u> CLIENT 	<u>Landmark Consultants, Inc.</u> CONSULTANT 
By: <u>Mario Garcia</u>	By: Randy O. Lyon
Title: <u>Superintendent</u>	Title: Vice President
Date: <u>8/20/18</u>	Date: <u>8/20/18</u>