

February 28, 2022

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Patterson Unified School District
c/o Mr. Wesley King
Nichols Melberg & Rossetto Architects + Engineers
king@nmrdesign.com

Proposal for Geotechnical Engineering and Geologic Hazard Report
PATTERSON HIGH SCHOOL POOL AND POOL EQUIPMENT BUILDING
200 N. Seventh Street
Patterson, California 95363

As requested, Wallace-Kuhl & Associates (WKA) has prepared this proposal to prepare a combined Geotechnical Engineering and Geologic Hazards Report to support the design and construction of the proposed pool and pool equipment building at the existing Patterson High School campus in Patterson, California. In preparing this proposal we reviewed an *Enlarged Site Plan* (Sheet No. A020) dated 12.06.12 with the proposed pool and pool equipment building location prepared by Nichols Melberg & Rossetto Architects + Engineers and aerial photographs of the site.

As input to this proposal, we also reviewed a *Geotechnical Engineering and Geologic Hazards Report* (WKA No. 12468.01P dated October 24, 2019) prepared for the proposed Patterson High School improvements project, which included a new science building, a new theater building, and a new gymnasium building. The science building is located just southwest, and the gymnasium building is located just northeast, of the proposed pool and pool equipment building.

Project Description

We understand the project will consist of the design and construction of a new pool and a single-story, slab-on-grade pool equipment building covering about 2000 square feet in plan area. The pool equipment building will be constructed of concrete masonry unit (CMU) walls, steel beams, and a metal deck roof structure. There is a large covered outdoor space which is created by extending the roof of the building. Associated improvements will consist of exterior concrete flatwork, a new retaining wall, and underground utilities.

Scope of Services

The purpose of our work will be to evaluate potential geologic hazards that may be influential to the site, investigate the site soil, geologic, seismic, and groundwater conditions in the areas of

proposed construction, and to prepare a report containing our findings, conclusions and recommendations for use by the other members of the design team to prepare contract plans and specifications.

This project will be under the scrutiny of the Division of the State Architect (DSA), who will submit the geotechnical engineering report to the California Geological Survey (CGS) for review. As part of the review process, the CGS has developed minimum investigation, analysis, and reporting criteria for preparation of these reports. These criteria are presented in CGS Note 48. Among the minimum criteria presented in CGS Note 48 is a requirement that the subsurface exploration include at least one boring or exploration shaft per 5000 square feet of building footprint, with a minimum of two borings or exploration shafts for any one building. Our intent will be to prepare a report to satisfy the requirements of CGS Note 48 with respect to a geologic hazards assessment and a geotechnical engineering evaluation of school sites.

To accomplish the purposes of our work, and to comply with the requirements of CGS Note 48 we propose to perform subsurface exploration at four locations across the site. The subsurface exploration will consist of performing two borings to a depth of about 20 feet below the existing ground surface. We will also use subsurface information obtained to complete the 2019 *Geotechnical Engineering and Geologic Hazards Report* to complete our analysis and report.

The subsurface exploration will be performed under permit from the Stanislaus County Environmental Health Department and backfilled with cement grout following completion of the borings. Soils generated from the investigation will be disposed of on-site.

Prior to performing the subsurface exploration, we will mark the exploration locations and notify the Underground Service Alert (USA) to obtain utility clearance. We also request the assistance of personnel familiar with the site to provide the locations of existing private utilities and to coordinate site access with our drilling equipment. In addition, we will retain the services of a private utility locator to assist with locating utilities at the exploration locations.

Undisturbed soil samples will be collected at various intervals within the borings and taken to our laboratory for further classification and selection of samples for testing. We will also collect bulk samples of the anticipated subgrade soils at the boring locations. Near-surface samples will be submitted to Sunland Analytical Lab for preliminary evaluation of the corrosion potential of the soils.

Upon completion of our field investigation, laboratory testing and engineering and geologic analyses, we would prepare a combined Geotechnical Engineering and Geologic Hazards (GER-GHZ) report containing:

1. Site vicinity map;
2. Test boring location plan;
3. Logs of test borings;



4. Geologic Cross Section
5. Laboratory test results;
6. Findings regarding site conditions, including;
 - a. Site description
 - b. Site soil and geology
 - c. Groundwater
 - d. Faults and seismicity
 - e. Historic seismicity
 - f. Coseismic ground deformation
7. Conclusions regarding:
 - a. Geologic hazards (e.g., liquefaction, seismic-induced settlement, landslides, naturally-occurring asbestos, flood hazards, dam inundation, etc.) influencing the site
 - b. 2019 California Building Code (CBC) seismic design parameters
 - c. Bearing capacity
 - d. Expansive soil conditions
 - e. Preliminary soil corrosivity potential
 - f. Effect of groundwater on development
 - g. Effect of previous improvements on the planned development
 - h. Excavation conditions
 - i. Soil suitability for use in fill construction
8. Recommendations regarding:
 - a. Site clearing
 - b. Site preparation and fill placement
 - c. Utility trench backfill
 - d. Building foundation design
 - e. Interior and exterior concrete slab support
 - f. Site drainage
 - g. Trench backfill

The preceding scope of work will be performed under the direct supervision of a Certified Engineering Geologist and Registered Geotechnical Engineer as required by CCR Title 24 and CGS Note 48.

Our scope of work does not include any environmental assessment, review of project plans and specifications, nor the costs associated with testing and observation services required during construction. We would be pleased to provide these services at a later date, if requested.

Schedule

We anticipate the field exploration can begin within about two weeks after receiving written authorization to proceed (drill permits from Stanislaus County require about one to two weeks to obtain) provided we are given access to the site. The field exploration should take one day to complete. Laboratory testing will require about two weeks to complete and the final report can



be completed within about two weeks following completion of the laboratory testing. However, preliminary information can be transmitted to the project team within several days after completion of the field exploration, if required.

We assume the work can be completed Monday through Friday during normal working hours (7 AM to 7 PM). Additional fees will be required for work performed on weekends or at night.

Fee Estimate

Our total estimated fee for the scope of services noted above is **\$12,500** assuming the site is accessible with truck mounted drilling.

We would not exceed the fee estimate unless the field exploration uncovers conditions requiring additional study or if our work scope is changed (e.g., revisions to the site plan such as building locations, number of buildings, square footage of building footprint, etc.), and only after written approval.

Agreement

If this proposal is acceptable, please indicate so by signing one copy of the attached agreement and returning it along with one copy of this letter as our written authorization to proceed.

We appreciate the opportunity to submit this proposal and look forward to the possibility of providing you with our services. If you have any questions concerning this proposal or work scope, please contact our office.

Wallace - Kuhl & Associates



Matthew S. Moyneur
Senior Engineer

GE No. 2920, Expires 6/30/22

Attachments: Agreement for Geotechnical Engineering Services
Schedule of Fees 2022P



**AGREEMENT FOR GEOTECHNICAL
 ENGINEERING SERVICES**

THIS AGREEMENT, effective as of February 28, 2022, is by and between Patterson Unified School District (“Client”) and River City Geoprosessionals, Inc., dba Wallace-Kuhl and Associates (“WKA”).

THE PROJECT: **PATTERSON HIGH SCHOOL POOL AND POOL EQUIPMENT
 BUILDING**

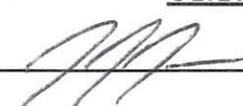
THE PROJECT is generally described as:

New pool and pool equipment building on the existing Patterson High School campus in Patterson, California (“Project Site”).

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- General Conditions for Geotechnical Engineering Services;
- WKA’s Geotechnical Engineering Services Proposal for letter; and,
- WKA’s Schedule of Fees (Exhibit A).

WKA agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	<u>CLIENT:</u>	<u>WKA:</u>
Signature:		_____
Print Name:	_____	Matthew S. Moyneur, GE
Title:	_____	Senior Engineer
Company:	_____	River City Geoprosessionals, Inc., dba Wallace-Kuhl and Associates (WKA)
Address:	_____	3050 Industrial Boulevard
	_____	West Sacramento, CA 95691
Date:	3/2/22	_____

GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which Wallace-Kuhl and Associates (WKA) is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by WKA as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

WKA will perform the Services set forth in the attached SCOPE OF SERVICES.

2.1. Changes in Scope. If WKA provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by WKA on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. WKA will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. WKA's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES.

2.3.1. General. Client expressly waives any claim against WKA resulting from its failure to perform recommended additional Services that Client has not authorized WKA to perform, and any claim that WKA failed to perform services that Client instructs WKA not to perform.

2.3.2. Biological Pollutants. WKA's SCOPE OF SERVICES specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. WKA's SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that WKA has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless WKA from all claims by any third party concerning Biological Pollutants, except for damages caused by WKA's sole negligence.

3. PAYMENTS TO WKA

3.1. Basic Services. WKA will perform all Services set forth in the attached SCOPE OF SERVICES AND SCHEDULE OF FEES for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. WKA will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by WKA. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that WKA shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay WKA at the rates set forth in the attached SCHEDULE OF FEES.

3.4.1. Changes to Rates. Client and WKA agree that the SCHEDULE OF FEES is subject to periodic review and amendment, as appropriate to reflect WKA's then-current fee structure. WKA will give Client at least 30 days advance notice of any changes. Unless Client objects in



writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and WKA and Client cannot agree upon a new fee structure within 30 days after notice, WKA may terminate this Agreement and be compensated as set forth under Section 18, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs WKA in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless WKA from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law. If the Client is an LLC or LLP, the person signing this agreement shall be personally responsible for payment of all invoices and late fees.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. WKA offers different levels of Geotechnical Engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, WKA will perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, either express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of WKA's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by WKA and that WKA does not warrant or

guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If WKA's SCOPE OF SERVICES includes observation and/or testing during the course of construction, WKA may:

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. WKA will participate in job site meetings as requested by Client or Client's designated representative, and, unless otherwise requested by Client, visit the site at times specified in the SCOPE OF SERVICES or, if not specified in the SCOPE OF SERVICES, at intervals as WKA deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, WKA may inform Client of the progress of the geotechnical aspects of the Work. Client understands that WKA may not be on site continuously; and, unless expressly agreed otherwise, WKA will not observe all of the Work.

6.1.2. Contractor's Performance. WKA does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of WKA's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can WKA be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of WKA.

6.1.3. Contractor's Responsibilities. WKA will not supervise, direct or have control over the Work nor will WKA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. Final Report. At the conclusion of Construction Phase Services, WKA will provide Client with a written report summarizing the tests and observations, if any, made by WKA.

6.2. Review of Contractor's Submittals. If included in the SCOPE OF WORK, WKA will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. WKA will review such submittals solely for general conformance with WKA's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.



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6.3. Tests. Tests performed by WKA on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. WKA's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with WKA in any manner necessary and within its ability to facilitate WKA's performance under this Agreement.

7.2. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for WKA to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. WKA will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that WKA's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply WKA with all information and documents in Client's possession or knowledge which are relevant to WKA's Services. Client warrants the accuracy of any information supplied by it to WKA and acknowledges that WKA is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify WKA of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to WKA, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s) and be responsible for any damage inadvertently caused by WKA to any such structure or utility not so designated. WKA is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to WKA.

8. CHANGED CONDITIONS

If WKA discovers conditions or circumstances that it had not contemplated at the commencement of this

Agreement ("Changed Conditions"), WKA will notify Client in writing of the Changed Conditions. Client and WKA agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If WKA and Client cannot agree upon amended terms and conditions within 30 days after notice, WKA may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that WKA's Services under this Agreement are limited to geotechnical engineering and that WKA has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that WKA execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) WKA believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) WKA believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) WKA has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by WKA is limited to an expression of professional opinion based upon the Services performed by WKA, and does not constitute a warranty or guaranty, either express or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Liability. The total cumulative liability of WKA, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "WKA Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by WKA under this Agreement or \$50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in WKA's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, WKA and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in WKA's fee, provided that they amend this Agreement in writing as provided in Section 20.



11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement, WKA agrees to indemnify and hold harmless Client, its shareholders, officers, directors, and employees from and against any and all claims, suits, liabilities, damages, expenses (including reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by WKA's negligent performance of its Services under this Agreement and proportionate the degree of fault of WKA. Notwithstanding the foregoing, WKA has no immediate obligation to provide the defense of any indemnified party for claims, suits, liabilities, damages, expenses alleged to have been caused by the negligent performance of professional services performed by WKA. WKA agrees to reimburse indemnified parties their reasonable cost of defense ultimately determined by an arbiter or Court of competent jurisdiction to have been caused by WKA's negligent performance of professional services and proportionate to WKA's fault.

11.2.2. Indemnification of WKA. Client will indemnify and hold harmless WKA Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by WKA's sole negligence, Client expressly agrees to defend, indemnify and hold harmless WKA Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. Consequential Damages. Neither Client nor WKA will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If WKA provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. WKA's Insurance. WKA will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. Professional Liability Insurance in amounts of \$2,000,000 per claim and annual aggregate.

12.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name WKA as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name WKA and its subcontractors and subconsultants as additional insureds on the General Liability insurance.

12.3. Certificates of Insurance. Upon request, WKA and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. WKA will return all such documents to Client upon request but may retain file copies of such documents.

13.2. WKA's Documents. Unless otherwise agreed in writing, all documents and information prepared by WKA or obtained by WKA from any third party in connection with the performance of Services, including, but not limited to, WKA's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of WKA. WKA has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by WKA are solely for use by Client and will not be provided by either party to any other person or entity without WKA's prior written consent.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by WKA. WKA retains the right of ownership with respect to any patentable concepts or



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copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media. WKA may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by WKA in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, WKA's electronic Documents and media will conform to WKA's standards. WKA will provide any requested electronic Documents for a 30-day acceptance period, and WKA will correct any defects reported by Client to WKA and provide one round of reasonable editorial revisions during this period. WKA makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without WKA's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without WKA's express prior written consent. Client waives any and all claims against WKA resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless WKA from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without WKA's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If WKA provides laboratory testing or analytic Services, WKA will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by WKA and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

WKA will perform Services under this Agreement as an independent contractor.

16. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. WKA may subcontract for the services of others without obtaining Client's consent if WKA deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by WKA. WKA may terminate this Agreement if Client suspends WKA's Services for more than 60 days and Client will pay WKA as set forth under Section 18, "Termination." If Client suspends WKA's Services, or if Client or others delay WKA's Services, Client and WKA agree to equitably adjust: (1) the time for completion of the Services; and (2) WKA's compensation in accordance with WKA's then current SCHEDULE OF FEES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by WKA for demobilization and subsequent remobilization.

17.2. Liability. WKA is not liable to Client for any failure to perform or delay in performance due to circumstances beyond WKA's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, pandemics, epidemics, adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. WKA and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for WKA's material breach of this Agreement, Client will pay WKA for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination



of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with *WKA's* then current SCHEDULE OF FEES.

19. DISPUTES

19.1. Mediation. All disputes between *WKA* and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the State of California. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state and county in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of *WKA's* Services under this Agreement or the date on which

claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

End of General Conditions



EXHIBIT A
WKA Schedule of Fees



PROFESSIONAL SERVICES

PROFESSIONAL SERVICES

Principal Engineer / Geologist	\$ 210.00	per hour
Senior Engineer / Geologist	\$ 205.00	per hour
Senior Environmental Scientist	\$ 205.00	per hour
Project Engineer / Geologist	\$ 170.00	per hour
Project Environmental Scientist	\$ 170.00	per hour
Senior Staff Engineer / Geologist	\$ 160.00	per hour
Senior Staff Environmental Scientist	\$ 160.00	per hour
Staff Engineer / Geologist	\$ 150.00	per hour
Staff Environmental Scientist	\$ 150.00	per hour
Senior Environmental Technician	\$ 125.00	per hour
Senior / Supervising Technician	\$ 125.00	per hour
Draftsperson / GIS Technician	\$ 120.00	per hour
Administrative Assistant	\$ 90.00	per hour

FIELD INVESTIGATION TESTING

Seismic Refraction Survey	\$ 205.00	per hour
Thermal Resistivity Testing	\$ 205.00	per hour
Electrical Resistivity Survey	\$ 205.00	per hour
Hand Augering/Sampling - Engineer	\$ 180.00	per hour
Photoionization Detector	\$ 210.00	per hour
Rebar Location / GPR	\$ 335.00	per hour

LITIGATION

Data Review/Consultation	\$310.00	per hour
Depositions/Expert Witness Testimony	\$425.00	per hour

EXPENSES

Vehicle Charges (<i>Subject to periodic adjustment due to fuel cost</i>)	\$0.75	per mile
Subsistence	\$90.00	per day
Lodging	Cost	
Services by Associate Firms and other outside services	Cost	plus 20%
Equipment rental, freight, special materials	Cost	plus 20%
Extra Report Copies		
Black and white versions	\$35.00	each
Color photography versions	\$45.00	each

PREMIUM CHARGES

Overtime and Saturdays	hourly rate plus	40	percent
Sunday and Holidays, and over 8 hrs on Saturday	hourly rate plus	75	percent

SHIFT DIFFERENTIAL

A 25 percent shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.



FIELD SERVICES

CONCRETE & REINFORCING STEEL

Ball Penetration (Kelly Ball)	\$150.00 /hr.
Batch Plant Inspection	\$120.00 /hr.
CaCl Moisture Emission Test Kit	\$40.00 /kit
CaCl Moisture Emission Testing	\$115.00 /hr.
CLSM/CDF/Slurry Testing	\$115.00 /hr.
Concrete Mix Design Review	\$205.00 /hr.
Concrete Placement Obs/Cast Cylinder	\$120.00 /hr.
Concrete Rebound Number Testing	\$150.00 /hr.
Concrete Trial Batch	\$120.00 /hr.
Floor Flatness Testing	\$150.00 /hr.
High Strength Grout Sampling / Testing	\$120.00 /hr.
Rebar / Post Tension Special Inspection	\$130.00 /hr.
Rebar Location / GPR	\$340.00 /hr.
Rebar Location / Pachometer	\$150.00 /hr.
Rebar Placement Inspection	\$130.00 /hr.
Reinforcing Steel Sampling/Tagging	\$120.00 /hr.
Relative Humidity Testing	\$150.00 /hr.
Shotcrete Special Inspection	\$120.00 /hr.
Transport Cylinders / Samples to Lab	\$120.00 /hr.

CORING

Coring (Technician + equipment)	\$150.00 /hr.
Coring (Technician assistant)	\$120.00 /hr.

POST-INSTALLED ANCHORS

Concrete Anchor Installation Inspection	\$120.00 /hr.
Concrete Anchor Proof Load Testing	\$150.00 /hr.
Concrete Anchor Torque Testing	\$130.00 /hr.
Suspended Ceiling Inspection / Testing	\$150.00 /hr.

STRUCTURAL STEEL

Fireproofing Special Inspection / Testing	\$120.00 /hr.
High Strength Bolt Skidmore Testing	\$150.00 /hr.
High Strength Bolt Special Inspection	\$130.00 /hr.
Material Identification	\$130.00 /hr.
Non-Destructive Testing - UT/MT/PT	\$150.00 /hr.
Tower Certified Special Inspector	\$150.00 /hr.
Welding Special Inspection - Field	\$130.00 /hr.
Welding Special Inspection - Shop	\$120.00 /hr.

MASONRY

In-Place Masonry Flatjack Testing	\$185.00 /hr.
In-Place Masonry Shear Testing	\$150.00 /hr.
Masonry Materials Sampling / Testing	\$120.00 /hr.
Masonry Special Inspection	\$120.00 /hr.
Masonry Special Inspection DSA Cert.	\$135.00 /hr.

* Based on hourly rate of Inspection or Testing scheduled

** Based on Staff Classification

SOILS & ASPHALT CONCRETE

Asphalt Concrete Inspection / Testing	\$130.00 /hr.
Asphalt Concrete Materials Sampling	\$130.00 /hr.
Building Pad Special Inspection / Testing	\$130.00 /hr.
Deep Foundation Inspection	\$130.00 /hr.
Flatwork AB Inspection / Testing	\$130.00 /hr.
Flatwork Subgrade Inspection / Testing	\$130.00 /hr.
Grading Inspection / Testing	\$130.00 /hr.
Hand Augering and Sampling	\$130.00 /hr.
Pavement AB Inspection / Testing	\$130.00 /hr.
Pavement Subgrade Inspection / Testing	\$130.00 /hr.
Proof Rolling Observation	\$130.00 /hr.
Shallow Foundation Inspection	\$130.00 /hr.
Slab Subgrade Soil Moisture Tests	\$130.00 /hr.
Soil / Aggregate Sampling	\$130.00 /hr.
Soil Treatment Testing / Observation	\$130.00 /hr.
Structure Backfill Inspection / Testing	\$130.00 /hr.
Subgrade Stabilization Observation	\$130.00 /hr.
Utility Trench Backfill Testing	\$130.00 /hr.
WKA Drill Rig (including operator)	\$255.00 /hr.
WKA Drill Rig (helper)	\$130.00 /hr.

SPECIALIZED SERVICES

Coefficient of Friction Testing	\$160.00 /hr.
Crack Monitoring	**
Epoxy / FRP Installation Inspection	\$120.00 /hr.
Existing Building Evaluation / Demo	\$120.00 /hr.
Existing Building Evaluation / Document	\$120.00 /hr.
Existing Building Evaluation / Repair	\$120.00 /hr.
Field Investigate Support	\$120.00 /hr.
Firestopping Inspection	\$135.00 /hr.
GFRC Inspection / Testing	\$120.00 /hr.
Glulam / Truss Fabrication Inspection	\$130.00 /hr.
Glulam / Truss Inspection Travel	\$95.00 /hr.
Megger Ground Testing	\$150.00 /hr.
Prestress Framing Installation	\$120.00 /hr.
Proto Wall Inspection / Testing	\$120.00 /hr.
Roofing Inspection	\$120.00 /hr.
Shear Nailing Inspection	\$120.00 /hr.
Soil Elect. Resitivity Testing - Technician	\$160.00 /hr.
Thickness Testing - Coating / Steel	\$150.00 /hr.
Timber Framing / Hardware Inspection	\$120.00 /hr.
Timber-in-Structure Inspection	\$150.00 /hr.
Vapor Barrier Inspection	\$120.00 /hr.
Vibration Monitoring	**

GENERAL

Inspection / Testing Cancelled	*
Reinspection / Retesting	*
Stand-by Time	*

MINIMUM CHARGES

A two hour minimum charge will apply to field technician services with the following exceptions:

- a) Single trip pickup and delivery services, where a one hour minimum will apply.
- b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.



LABORATORY SERVICES

SOIL

Atterberg Limits (LL/PI) - Wet Method	ASTM D4318	\$175.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	\$65.00	each
Compaction Characteristics	ASTM D698	\$285.00	each
Compaction Characteristics	ASTM D1557	\$285.00	each
Compaction Characteristics	CTM 216	\$285.00	each
Consolidation (8 loads + 1 rebound)	ASTM D2435	\$525.00	each
Consolidation (additional loads)	ASTM D2435	\$85.00	each
Expansion Index	ASTM D4829	\$210.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	\$440.00	each
Lime-Treated Unconfined Compression	CTM 373	\$840.00	each
Moisture Content	ASTM D2216	\$45.00	each
Organic Content	ASTM D2974	\$110.00	each
Particle-Size Distribution - Hydrometer	ASTM D7928	\$180.00	each
Particle-Size Distribution - Sieve Analysis	ASTM D6913	\$120.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	\$340.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	\$290.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	\$105.00	each
Specific Gravity of Soils	ASTM D854	\$150.00	each
Thermal Resistivity	ASTM D5334	\$85.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	\$355.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	\$275.00	each
Triaxial Compression Test, 3 Pt. Staged - Remolded	ASTM D4767	\$435.00	each
Triaxial Compression Test, 3 Pt. Staged - Undisturbed	ASTM D4767	\$335.00	each
Unconfined Compression Test	ASTM D2166	\$120.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	\$45.00	each

AGGREGATE

Aggregate Unit Weight	ASTM C29	\$65.00	each
Clay Lumps and Friable Particles	ASTM C142	\$170.00	per size
Cleanness Value	CTM 227	\$180.00	each
Correction of Unit Weight & Water Content for Oversize Particles	ASTM D4718	\$125.00	each
Durability Index (Coarse or Fine)	CTM 229	\$180.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$130.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205, AASHTO T335	\$130.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	\$70.00	each
Resistance "R" Value - Aggregate	CTM 301	\$330.00	each
Sand Equivalent, 1 point	CTM 217, AASHTO T176	\$115.00	each
Sand Equivalent, 3 points	CTM 217, AASHTO T176	\$150.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202, AASHTO T27	\$125.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117, AASHTO T11	\$105.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	\$180.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	\$135.00	each

ASPHALT CONCRETE

Asphalt Content (Ignition Oven)	CTM 382, AASHTO T308	\$280.00	each
Asphalt Content Correction Factor Development	CTM 382, AASHTO T308	\$550.00	each
Hveem Compaction, Unit Weight, and Stability	ASTM D1560/D2726		
	CTM 304/308, AASHTO T166	\$360.00	set of 3
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	\$380.00	each
Moisture Content of Asphalt Mixtures	CTM 370, AASHTO T329	\$85.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202, AASHTO T30	\$190.00	each



LABORATORY SERVICES

ASPHALT CONCRETE (continued)

Theoretical Maximum Density	ASTM D2041, CTM 309, AASHTO T209	\$175.00	each
Thickness of AC Cores	ASTM D3549	\$30.00	each
Unit Weight of AC Cores	CTM 308, AASHTO T166/T275	\$70.00	each

CONCRETE

Compression Test, Concrete Cylinder	ASTM C39	\$30.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	\$27.00	each
Compression Test, Concrete Core	ASTM C42, C39	\$85.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	\$115.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	\$45.00	each
Concrete Cylinder Mold		\$7.00	each
Density / Unit Weight of Concrete	ASTM C567, C642	\$110.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	\$125.00	each
Laboratory Drying Shrinkage Test, per beam	ASTM C157, AASHTO T160	\$315.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	\$90.00	each

MASONRY

Brick			
Compression Test	ASTM C67	\$80.00	each
Modulus of Rupture	ASTM C67	\$85.00	each
Absorption	ASTM C67	\$100.00	each
Concrete Masonry Unit			
Compression Test	ASTM C140	\$95.00	each
Absorption & Moisture Content	ASTM C140	\$95.00	each
Linear Drying Shrinkage	ASTM C426	\$235.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	\$160.00	each
Compression Test, Masonry Grout	ASTM C1019	\$50.00	each
Compression Test, Mortar	ASTM C780/C109	\$45.00	each
Core Shear Test	CBC Section 2105A	\$100.00	each

STEEL

Anchor Bolt Tensile Test	ASTM F606	\$120.00	each
Fireproofing Density Test	ASTM E605	\$105.00	each
High Strength Bolt Assembly Laboratory Testing			
Bolt - Wedge Tension Test	ASTM F606	\$95.00	each
Bolt - Proof Load Test	ASTM F606	\$95.00	each
Bolt - Hardness Test	ASTM E18	\$45.00	each
Nut - Proof Load Test	ASTM F606	\$95.00	each
Nut - Hardness Test	ASTM E18	\$45.00	each
Washer - Hardness Test	ASTM E18	\$45.00	each
Prestressing Steel Strand Tensile Test	ASTM A416/A1061	\$420.00	each
Reinforcing Steel (Rebar) Tensile Test			
Up to No. 7	ASTM A615, A706/A370	\$100.00	each
From No. 8 through No. 14	ASTM A615, A706/A370	\$130.00	each
Reinforcing Steel (Rebar) Bend Test	ASTM A615, A706/A370	\$55.00	each
Structural Steel Tensile Test			
Up to 3/4"	ASTM A370	\$115.00	each
Sizes Larger Than 3/4"	ASTM A370	\$125.00	each
Machining of Test Specimens		cost plus 20%	
Structural Steel Hardness Test	ASTM E18	\$90.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1.1, ASTM E190	\$90.00	per test
Welder Qualification Test Inspection		\$110.00	per hour
Welder Qualification Test Record		\$105.00	each

TESTING SERVICES

Laboratory Technician		\$105.00	per hour
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