

**Gravenstein Union School District
Board of Trustees –
Special Board Meeting Agenda
3:00 PM
Gravenstein School – Superintendent’s Office
Wednesday, March 30, 2016**

If you need an accommodation for the Board Meeting, contact Superintendent Linda LaMarre at (707) 823-7008 or llamarre@grav.k12.ca.us

Agenda documents are available for inspection at the Gravenstein District Office

3840 Twig Avenue, Sebastopol, CA

I. CALL TO ORDER - ROLL CALL

Time: _____ Members present/absent: _____

II. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

III. CLOSED SESSION

- A. Public Employee – to consider the appointment or employment of the Superintendent
- B. Public Employee --
 - 1. Hiring – 1.0 FTE Probationary Multiple Subject Credential Teacher for 2016-17 –
Petria Gallardo

IV. RECONVENE TO OPEN SESSION

Time _____ Motion _____ Second _____ Vote _____

- A. Announce Action Taken in Closed Session

V. BUSINESS

- A. Gravenstein Modernization – Phase II – Bid Delivery Format (Lease-Leaseback vs. General Bid)

Motion _____ Second _____ Vote _____

- B. Ratify Contract with PJC & Associates, Inc. to prepare a supplemental geotechnical report for the proposed water storage tank. Cost \$2,200.

Motion _____ Second _____ Vote _____

- C. Approve Contract with LACO to core and test the foundation of the administrative building. Hourly fee with approximate cost of \$3,500.

Motion _____ Second _____ Vote _____

VI. ADJOURNMENT

Time _____ Motion _____ Second _____ Vote _____



PJC & Associates, Inc.

Consulting Engineers & Geologists

March 21, 2016

Proposal No. SMS032116.01

PJC Job No. 6791.02

Gravenstein Union School District
Linda La Marre
LLMarre@grav.k12.ca.us
Catrina Howatt
CHowatt@grav.k12.ca.us
c/o: AXIA Architects
Attention: Nanette Names
nnames@axiaarchitects.com

Subject: Proposal for Supplemental Geotechnical Report
Proposed Water Storage Tank
Gravenstein Elementary School
3840 Twig Avenue
Sebastopol, California

References: Report titled, "Geologic Hazard Assessment & Geotechnical Investigation, Proposed New Classrooms and Administration Building Addition, Gravenstein Elementary School, 3840 Twig Avenue, Sebastopol, California," prepared by PJC & Associates, Inc., dated November 16, 2015.

Site plan titled, "Gravenstein Modernization, Storage Tank Site Plan," Detail 1/P3, prepared by Axia Architects, undated.

Dear Linda:

In accordance with the request of Nanette Names with Axia Architects, PJC & Associates, Inc. (PJC) is pleased to submit this proposal to prepare a supplemental geotechnical report for the proposed water storage tank for Gravenstein Elementary School located at 3840 Twig Avenue in Sebastopol, California. Our cost estimate was based on our review of the referenced site plan, our experience with other projects at the Gravenstein Elementary School, and a recent site visit by our certified engineering geologist.

1. PROJECT DESCRIPTION

Based on our review of the referenced site plan prepared by Axia Architects, it is our understanding that the project will consist of constructing a 32,000 gallon water storage tank at the site. We anticipate that the water tank will be 24'9" in diameter, and will consist of steel

construction. Structural foundation loads are assumed to be light to moderate, which is typical for the type of construction planned.

2. SCOPE OF SERVICES

PJC would provide the following scope of services:

- a. Surface reconnaissance and subsurface exploration with a portable drill-rig to aid in evaluation of the subsurface soil, bedrock, and groundwater conditions underlying the project site. Based on our knowledge of area, it is our opinion that one to two exploratory boreholes extending to depths between 8 to 12 feet below the existing ground surface would be sufficient to explore the general subsurface soil, bedrock, and groundwater conditions underlying the project site.
- b. Laboratory observation and testing of representative samples obtained during the course of our field investigation to evaluate the appropriate engineering characteristics of the subsurface conditions.
- c. Brief review of site geology and potential geologic and seismic hazards at the site.
- d. Engineering analyses, based on data obtained from the exploration and testing program, to provide opinions and general recommendations for the following items:
 - i. Appropriate foundation type(s) for the tank, if necessary.
 - ii. Design criteria for the recommended foundation type(s).
 - iii. Allowable bearing pressures.
 - iv. Estimates of foundation settlements.
 - v. Excavation and site earthwork, including placement and compaction of engineered fill, permissible cut and fill slopes, and erosion control.
 - vi. Lateral earth pressure.
 - vii. Concrete slab-on-grade design criteria, if necessary.
 - viii. Seismic design parameters.

- ix. Surface and subsurface drainage control.
- e. Review the project plans and provide a plan review letter.

Not included in this proposal are the following: report revisions due to design changes, response letters to county, DSA, or CGS officials, field density soils testing, field density soils laboratory testing, grading reports, special inspections, including, but not limited to concrete, welding, epoxy, reinforcing steel, masonry inspections, consultations other than for the geotechnical investigation, project management and scheduling of inspectors for any the items listed in this paragraph.

Our work will be presented in a final report. Three copies of this report would be provided.

3. SCHEDULE AND COST ESTIMATE FOR INVESTIGATION

The total cost for the scope of services indicated above is \$2,200.00. This fee will be billed as a lump sum upon completion of the supplemental geotechnical investigation report. See the attached standard terms of agreement for further details regarding payment.

Efforts will be made to complete the scope of services within the cost indicated above. If, however, unforeseen conditions are encountered, such as difficult exploration or the necessity of additional boreholes, we would need your approval before substantially exceeding the cost, at which time an addendum would be added to this proposal, for your approval.

We anticipate that our fieldwork can begin and be completed on Thursday March 24, 2016. We anticipate that the laboratory testing, analyses, and report preparation would require one to weeks from the start of field exploration. This time frame is based on receiving your written approval and authorization within 10 business days of the date of this proposal. A revised schedule will be necessary if the signed proposal with authorization to proceed is received after 10 business days.

PJC's services will be performed in accordance with generally accepted professional practices and standards for the locality in which the services are provided and for the intended use of the project at the time such services are performed and PJC makes no other warranty either expressed or implied. Our study does not include an evaluation of contaminated soils or provide a study on the corrositivity of the site soils.

4. CLIENT'S RESPONSIBILITIES

Client shall provide complete, accurate and timely information regarding its requirements for the project and shall designate by name a project representative authorized to act on its behalf. The client shall examine documents or other instruments of service submitted by PJC and shall render any decisions necessary promptly in order to avoid unreasonable delay. Client shall also provide any additional services, other than those which PJC is responsible to provide, which are reasonably necessary to complete the project, including but not limited to accurate and complete property surveys, outside testing services and inspections, identification of underground utilities and reports required by law. Client shall also make arrangements for PJC's access to any location required for PJC to provide its services.

5. MEDIATION

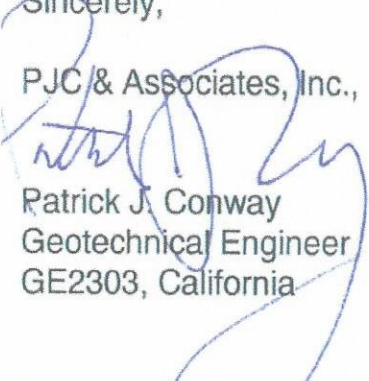
All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be submitted to non-binding mediation under the auspices of a mutually agreed upon mediation service experienced in handling construction related 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.

If this proposal is acceptable, please sign this document, indicating your authorization to proceed with the work, initial the Standard Terms of Agreement and return one copy of each for our files by mailing to our office at 600 Martin Ave, Ste 210, Rohnert Park, CA 94928, or faxing to 707-584-4811, or emailing to cklpjc@sonic.net. Retain a copy for your files. Please include your phone and fax numbers plus your mailing address.

We appreciate the opportunity to submit this proposal and look forward to working with you. If you have any questions, please do not hesitate to call.

Sincerely,

PJC & Associates, Inc.,


Patrick J. Conway
Geotechnical Engineer
GE2303, California

Proposal and Standard Terms are accepted by:



Authorized by Gravenstein Union School District

3/21/16

Date

Proposal for Supplemental Geotechnical Report
Proposed Water Storage Tank
Gravenstein Elementary School
3840 Twig Avenue
Sebastopol, California

BILLING INFORMATION, if different

Name _____

Phone _____

Address _____

Fax _____

E-Mail _____

If you wish to pay the report deposit by **VISA** or **MASTERCARD**, please call PJC & Associates, Inc., 707-584-4804 x106.

PJC & ASSOCIATES, INC. STANDARD TERMS

Owner and Engineer (PJC) further agree as follows: Client Initials LL Date 3/21/16 Initials PJC Date 3/21/16

1. Payment

A. *Payment of Invoices.* Invoices are due and payable within 15 days of receipt. If Owner fails to make payment due Engineer for services and expenses within 15 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1% per month (or the maximum rate of interest permitted by law, if less) from the 15th day. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. Owner agrees, specifically, that all disputes with payments due will be stated in writing within 30 days of the billing, with personal delivery or by certified mail, return receipt requested. All undisputed sums will be paid. The payment terms for final report preparation shall be COD, payable by check or credit card when the report is completed and ready for submittal to the building jurisdiction that has requested it. Past due amounts owed by Owner are subject to Collections Services if the amount due is not paid within 60 days after receipt of Invoice.

B. *Additional Services.* If authorized by Owner, or if required because of changes in the Project or permitting agency instruction, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charges to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. If Engineer is involved in any claim or litigation, whether instituted by Client or a third party, Client will pay for Engineer's time at the standard rates.

2. **Termination** - The obligation to provide further services under this agreement may be terminated:

A. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Engineer shall have no liability to Owner on account of such termination.

B. By Engineer: upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

C. Engineer may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

3. Venue; Costs; Claims

Venue shall be in Sonoma County. All costs of litigation, including Engineer's time and Attorney's and Expert's fees shall be recoverable as costs. All claims involving professional services shall be brought within one (1) year of the service rendered.

4. Owners, Engineers and Contractors Responsibilities; Waiver

A. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

B. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

C. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site of otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer. Owner shall and shall require its contractors and agents to defend and hold Engineer harmless for performance of work, to the maximum extent as allowed by law.

D. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

E. To the fullest extent permitted by law, Owner and Engineer: waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and agree that Engineer's total liability to Owner under this agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

F. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, remediate or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws.

G. Owner shall identify all subsurface conditions, utilities and property lines and shall defend and hold Engineer harmless from all claims by any entity for this identification, and for actions of Owner's agents and contractors.

H. This written Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



March 29, 2016

8027.03

Gravenstein Union School District
3840 Twig Avenue
Sebastopol, California 95472

Attention: Linda LaMarre

Subject: Proposal for Foundation Testing Services
Gravenstein Elementary School
3840 Twig Avenue, Sebastopol, California

Dear Linda:

LACO Associates (LACO) is pleased to present this proposal to provide materials testing services for existing foundations in conjunction with planned renovation of the Administration building at Gravenstein Elementary School, located in Sebastopol, California. In preparation of this proposal, we have discussed the project with representative of AXIA Architects.

PROJECT DESCRIPTION

We understand that coring of existing concrete foundations and extraction of existing reinforcing steel is needed to determine in-place strengths.

SCOPE OF SERVICES

We will perform 3 to 6 cores of existing concrete foundations and perform laboratory compressive strength testing. We will also expose existing reinforcing steel at two locations and removed samples for laboratory tensile strength testing. We will patch the resultant voids with cement. We will present the results of testing program in brief laboratory reports.

COST EVALUATION

LACO will provide our field services on a time-and-materials basis **with no minimum charges** at a rate of \$104 per hour. Other charges will be in accordance with our Schedule of Rates (attached). Accordingly, we recommend that an estimated budget of **\$3,500** be established for our services on this project.

Should more detailed information or a contractor's schedule become available, we can provide an updated cost evaluation. Please be advised the actual construction schedule and progress of individual contractors control the number of site visits required for observation and testing and that our total fees may vary from our cost estimate. If testing or travel beyond the scope presented herein is required, we will provide those services at the hourly rates quoted herein and/or as indicated on the Schedule of Rates (Attachment B). However, we will not exceed the contract budget without the owner's prior authorization.

21 W. 4th Street, Eureka, California 95501 707 443-5054 Fax 707 443-0553
311 S. Main Street, Ukiah, California 95482 707 462-0222 Fax 707 462-0223
3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 525-1222

Toll Free 800 515-5054 www.lacoassociates.com

SPECIAL CONDITIONS AND / OR ASSUMPTIONS

- LACO is not providing geotechnical or environmental engineering for this project.
- LACO understands that this project qualifies as prevailing wage as set forth by California Department of Industrial Relations.
- Each site visit represents a typical site visit, portal to portal, inclusive of labor, vehicle charges, and equipment charges.
- LACO requests CLIENT or CLIENT representative assist in providing safe access during on-site visits to facilitate required field testing and sampling.

Thank you for considering our services. If this proposal is acceptable, please sign and date below and initial each page of the attached General Conditions.

We look forward to working with you on this project. Please call us directly at (707) 525-1222 should you have questions.

Sincerely,
LACO Associates



Edward H. Crump, PE
Senior Civil Engineer

This agreement is entered into this 29th day of March, 2016, Eureka, Humboldt County, California.

SIGNED _____

LACO Associates
PO Box 1023
Eureka, CA 95502
(707) 443-5054
(707) 443-0553 Fx
Principal: Christopher J. Watt
PM: Edward H. Crump

RECEIVED ON ACCOUNT _____

SIGNED _____

DATE _____

CLIENT: Gravenstein Union School District
3840 Twig Avenue
Sebastopol, CA 95472

Phone No.:

Fax No.:

Email:

GENERAL CONDITIONS

LACO will perform only those services outlined in the agreed scope of work, except that CLIENT and LACO may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation.

CLIENT has relied on LACO's judgement in establishing the workscope and fee for this project, given the project's nature and risks. CLIENT shall, therefore, rely on LACO's judgement as to the continued adequacy of this Agreement in light of occurrences or discoveries not originally contemplated or known. Should LACO call for contract renegotiation, LACO shall identify the changed conditions which, in LACO's judgement, make such renegotiation necessary, and LACO and CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to help permit LACO to continue to meet CLIENT's needs. If renegotiated terms cannot be agreed to, CLIENT agrees that LACO has an absolute right to terminate this Agreement.

LACO agrees to strive to perform the services set forth in this Agreement in accordance with generally accepted professional practices, in the same or similar localities, related to the nature of the work accomplished, at the time the services are performed. LACO's services shall not be subject to any expressed or implied warranties whatsoever.

Invoices may be submitted to CLIENT as frequently as every four (4) weeks and/or upon completion of the work and are due and payable when presented. All accounts not paid in full within agreed payment terms will include a late payment charge from the date of the invoice, at the rate of 1.5% per month. If legal action is instituted on this account, the prevailing party shall be awarded such attorney's fees and other costs as the Court may adjudge to be reasonable.

If CLIENT for any reason fails to pay the undisputed portion of LACO's invoices fifteen (15) days after invoice due date, LACO has the right to cease work on the project, and CLIENT agrees to waive any claim against LACO for cessation of services, and shall defend and indemnify LACO from and against any claims for injury or loss stemming from LACO's cessation of service. CLIENT agrees to also pay LACO the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT agrees to also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule, or scope of service.

In the event any bill or portion thereof is disputed by CLIENT, CLIENT shall notify LACO within ten (10) days of receipt of the bill in question, and CLIENT and LACO shall work together to resolve the matter within sixty (60) days of its being called to the attention of LACO. If resolution of the matter is not attained within sixty (60) days, either party may terminate this Agreement in accordance with condition contained herein.

In recognition of the inherent risk of claims associated with the services to be provided and in consideration of our Agreement to perform these services, CLIENT agrees to limit LACO's liability for CLIENT and any third parties arising from LACO's professional acts, errors or omissions, such that the total aggregate liability of engineer to all those named shall not exceed **\$5,000** or LACO's total fee for services rendered on this project, whichever is greater. (If CLIENT wishes to discuss higher limits and charges involved, he should speak with LACO.) CLIENT further agrees to require of any contractors or subcontractors an identical limitation of LACO's liability for damages suffered by the contractor or subcontractor arising from LACO's professional acts, errors, or omissions. Neither the contractor, nor any of his subcontractors assumes any liability for damages to others which may arise on account of LACO's professional acts, errors or omissions except as otherwise stipulated herein. Limitations on liability and indemnities in this Agreement are business understandings between the parties, voluntarily and knowingly entered into, and shall apply to all theories of recovery, including but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence.

Both CLIENT and LACO agree that, to the extent allowed by law, they will not be liable to each other for special, indirect, or consequential damages arising out of or related to this Agreement, whether caused by negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

By this Agreement, LACO specifically excludes, disclaims and is discharged from any responsibility or liability for all direct or indirect loss or harm resulting from the presence, failure to discover, interception, escape or discharge of hazardous or toxic materials of any kind, including the contamination of soil, water, air or other property as a result thereof. This exclusion included, but is not limited to, exploration, testing, analysis, or recommendations by LACO.

LACO's scope of work does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. CLIENT agrees that LACO will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. In addition, CLIENT will defend, indemnify, and hold harmless LACO from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by LACO's sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

CLIENT waives any claim against LACO and agrees to defend, indemnify and hold LACO harmless for injury or loss which may arise as a result of (1) alleged cross-contamination of aquifers caused by sampling, (2) release of pollutants to the environment, (3) drill cuttings, fluids or other presumed hazardous materials being left on-site after containerization by LACO, (4) containing, labeling, transporting, testing, storing, or other handling of contaminated samples, (5) any work, error, omission or negligent act performed by contractors or others not under complete and direct supervision by LACO for the specific task required.

Project No. 8027.03

Initials: LACO _____ CLIENT _____

GEN2007

CLIENT is responsible for accurately delineating the locations of all underground structures and utilities. LACO will take reasonable precautions to avoid known subterranean structures, and CLIENT agrees to defend, indemnify and hold LACO harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located.

In the absence of special arrangements, all uncontaminated samples of soil or rocks will be disposed of by LACO sixty (60) days after submission of our report. Soil, water, rock and/or other waste materials generated during work on the project site shall remain the sole property and responsibility of CLIENT. It is CLIENT's sole responsibility to arrange for lawful disposal of all waste materials. Soil, water, rock and/or other waste materials generated during LACO's work efforts on behalf of the CLIENT which may be contaminated with hazardous or toxic materials or potentially hazardous or toxic materials will be containerized on the site in approved containers at such times as they may be generated. Such materials may be required by law to be characterized and disposed of within a limited time frame. Arranging for disposal of hazardous or toxic materials or potentially hazardous or toxic materials is specifically excluded from the scope of LACO's services. Upon written request from the CLIENT, LACO may assist in coordinating or facilitating lawful disposal procedures by an appropriately-licensed contractor employed by the CLIENT. Regardless of any coordination or facilitation of disposal of hazardous or toxic materials or potentially hazardous or toxic materials by LACO on behalf of the CLIENT, CLIENT agrees to indemnify and hold harmless LACO from any claim of liability for injury, loss or environmental damage, including cost of defense, arising from any disposal of hazardous or toxic materials or potentially hazardous or toxic materials.

LACO and CLIENT agree that discovery of unanticipated hazardous or toxic materials constitutes a changed condition mandating renegotiation or termination of services. LACO agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous or toxic materials be encountered. CLIENT agrees to make any disclosures required by law to the appropriate governmental agencies. CLIENT and LACO also agree that discovery of hazardous materials may make it necessary for LACO to take immediate action to protect health and safety. CLIENT agrees to compensate LACO for all costs required for such action and other costs incident to such unanticipated discovery of hazardous or toxic materials.

CLIENT agrees that construction contractors, subcontractors or others not affiliated with LACO are solely responsible for safety at and near the project site. LACO will have no responsibility or liability for methods of work performance, supervision including selection of equipment, selection or direction of contractor's employees, or sequencing of construction other than that done by LACO's own employees. LACO will not be responsible for excavation safety, temporary slopes, shoring, underpinning, dewatering, or other construction activities of the contractor(s) and subcontractor(s).

Unless otherwise agreed, CLIENT will furnish right-of-entry on land for planned field operations. CLIENT will notify any and all possessors of the project site the CLIENT has granted LACO free access to the site. LACO will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of the Agreement unless so specified in the proposal or scope of work.

All documents, reports, boring logs, field and survey notes, tracings, and other documents prepared by LACO as instruments of service shall remain the property of LACO. All designs, information, reports, or recommendations prepared or issued by LACO are for the sole use of the CLIENT for the specific project for which they are prepared. CLIENT agrees not to provide such materials to any person or organization unless the person or organization agrees in writing to be bound by the conditions of this Agreement. CLIENT agrees to save and hold LACO harmless from any liability arising from any use made by CLIENT or any other party outside the intent of this Agreement.

All claims, disputes, and other matters in controversy between LACO and CLIENT arising out of or in any way related to this Agreement will be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent that CLIENT and LACO have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this Agreement. If no specific ADR procedures are set forth in this Agreement, then it shall be understood that the parties will submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (1) the claim will be brought and tried in the judicial jurisdiction of the Court of the county where LACO's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim-related expenses.

This Agreement may be terminated by either party upon ten (10) days written notice by certified mail, return receipt requested. If CLIENT elects to terminate this Agreement, CLIENT will be responsible for all charges, as computed under this Agreement, for work performed by LACO through the tenth day after mailing of the notice of termination.

The laws of the State of California will govern the validity of the terms, their interpretation and performance. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

Project No. 8027.03

Initials: LACO _____ CLIENT _____

GEN2007



**SCHEDULE OF RATES
(Sonoma, Napa, Marin, and San Francisco Counties)**

HOURLY RATES

Principal Professional*	\$155.00 - 201.00 per hour
Project Manager*	\$132.00 - 161.00 per hour
Senior Professional*	\$121.00 - 175.00 per hour
Staff Professional*	\$86.00 - 136.00 per hour
Assistant Professional*	\$71.00 - 115.00 per hour
Junior Professional*	\$68.00 - 98.00 per hour
Senior Drafter/Designer	\$77.00 - 109.00 per hour
Drafter/Designer	\$71.00 - 83.00 per hour
Senior Technician	\$81.00 - 122.00 per hour
Technician	\$69.00 - 81.00 per hour
Special Technician Groups 1-4 - Prevailing Wage Rates	\$98.00 - 111.00 per hour
Special Consultants (depends on qualifications)	\$80.00 - 200.00 per hour
Senior Geotechnical Engineer	\$175.00 per hour
Court Appearance/Depositions	(4 hour minimum) \$350.00 - 450.00 per hour
Certified Public Accountant	\$109.00 per hour
Project Administrator/Coordinator	\$63.00 - 92.00 per hour
Clerical	\$63.00 - 77.00 per hour

*"Professional" may apply to Engineer, Geologist, Planner, Architect, Environmental Scientist, or other specialties

NOTES

1. The above rates are regular hourly rates and include payroll costs, overhead, and profit. If overtime is requested by the client, it will be charged at 130% of the above hourly rates.
2. In accordance with State labor laws, prevailing wage rates may be required on state or federally funded projects. These rates apply to survey party chief, rodman, chainman, soils field tester, and materials field tester. The hourly rate differential is \$25 to \$27 dollars per hour per person depending on project location and labor classification. The differential will be added to the above hourly rates.
3. Outside services will be performed at Cost plus 15%.
4. Subsistence will be calculated at Actual Cost plus 15% or agreed per diem rates.
5. All travel time will be charged at the regular hourly rates unless other written arrangements are made.

TRANSPORTATION

Automobile and pickup:*	
Trip charge per day	\$65.00 per day
Minimum charge, vehicle	\$15.00
Over 80 miles	Federal Rate + \$0.10 per mile
Other transportation, air travel, etc.....	\$Cost + 15%

MATERIALS

Survey hubs, stakes, lath, or guineas.....	\$1.00 each
Survey markers, plain iron pipe	\$5.00 each
Plan copies per sheet (11x17)	black & white \$0.25.....color \$2.50 each
Plan copies per sheet (24x36)	black & white \$5.00.....mylar \$20.00..... color \$21.25 each
All other materials or printing	\$ Cost + 15%

* Minimum charge of 1/2-day on all equipment billed on daily basis
 ** Plus Technician Rate



RATES FOR MATERIALS AND SOILS TESTING

Laboratory tests are performed on samples delivered to our lab in Ukiah, California. Sample pick-up, special tests, and unusual sample preparation are billed at the applicable hourly rate. Faxes of reports and duplicate mailings are available for \$5 each. Reports requiring review and signature will be billed at the applicable rate.

A. AGGREGATE AND SOILS TESTING

100.	Sieve Analysis – Coarse and Fine, Caltrans 202, ASTM C-136	\$100.00
101.	Sieve Analysis – Coarse, Caltrans 202, ASTM C-136	\$55.00
102.	Sieve Analysis – Fine, Caltrans 202, ASTM C-136.....	\$60.00
103.	Finer than #200, ASTM C-117	\$55.00
104.	Particle Size Analysis, ASTM D-422***	\$90.00
105.	Cleanness Value, Caltrans 227	\$75.00
106.	Sample Preparation	\$35.00
107.	USDA Textural Suitability Analysis (per point)***	\$50.00
108.	Bulk Density, Leachfield System Suitability.....	\$35.00
109.	Atterberg Limits, LL-PL-PI, ASTM 4318***	\$110.00
110.	Sand Equivalent, Caltrans 217, ASTM D-2419.....	\$70.00
111.	Specific Gravity – Coarse, Caltrans 206, ASTM C-127	\$70.00
112.	Specific Gravity – Fine, Caltrans 207, ASTM C-128.....	\$80.00
113.	Maximum Density of Soils, Caltrans 216, ASTM D-698 or D-1557	\$155.00
114.	Maximum Density of Soils with Rock Correction, ASTM D-4718	\$180.00
301.	Nuclear Density Gauge (hourly), Caltrans 231, ASTM D6938 **	\$15.00
302.	Nuclear Density Gauge (daily), Caltrans 231, ASTM D6938 **	\$85.00
116.	Organic Impurities, ASTM C-40	\$75.00
117.	Moisture Content of Soils In Place, ASTM D-2216	\$15.00
118.	Density of Soils In Place, ASTM 2937.....	\$30.00
119.	Percent Crushed Particles, Caltrans 205, ASTM D-5821.....	\$100.00
120.	Durability Index – Coarse, Caltrans 229, ASTM D-3744	\$75.00
121.	Durability Index – Fine, Caltrans 229, ASTM D-3744.....	\$75.00
122.	RH Meter.....	\$65.00
125.	Consolidation, 3" dia., ASTM D-2435***	\$280.00
127.	Direct Shear, ASTM D-3080 (3 points).....	\$275.00
128.	Direct Shear, ASTM D-3080 (per additional point)	\$55.00
129.	Sample Preparation	\$35.00
130.	Expansion Index, ASTM D-4829***	\$150.00
131.	Pocket Penetrometer.....	\$10.00
135.	Unit Weight, ASTM C-29.....	\$70.00

For other testing not listed, please inquire.

B. CONCRETE AND FIELD TESTING

150.	Concrete/Grout Compressive Strength (curing, testing & disposal), Caltrans 521, ASTM C-39	\$25.00
151.	Concrete Compressive Strength, Caltrans 521, ASTM C-39	\$20.00
152.	Specimen Processing and Curing, ASTM C-31	(each) \$8.00
153.	Disposable Concrete Molds	(each) \$3.00
154.	Concrete Mix Design, Preparation, Review, and Adjustment	\$200.00
156.	Percent Entrained Air (Method ASTM C-231 or C-173)**	\$20.00
157.	Shrinkage Test, ASTM C-157 (3 bars)	(per test) \$250.00
158.	Concrete Rebound Test, ASTM C-805**	(per day) \$25.00
159.	Coring; Concrete, CMUs and AC, 4-inch core **	\$3.00 per inch length
161.	Coring; Concrete, CMUS and AC, 6-inch core **	\$3.00 per inch length
163.	Splitting Tensile Strength, ASTM C-496	(per test) \$90.00
164.	Voltage Meter	\$35/day

C. SPECIAL EQUIPMENT

258.	Coating Thickness Gauge.....	(per Day)	\$25.00
246.	Skidmore **	(per day)	\$60.00
333.	Load Cell **.....	(per hour)	\$15.00
334.	Torque Wrench **.....	(per hour)	\$10.00
320.	Photoionization Hydrocarbon Vapor Detector *	(per day)	\$100.00
450.	Field Lab Analysis (Hanby)	(per test)	\$25.00
332.	Turbidity Meter *	(per day)	\$40.00
352.	Dissolved Oxygen Meter *	(per day)	\$40.00
245.	pH/T/K Meter *.....	(per day)	\$40.00
247.	Water Level Meter	(per day)	\$25.00
321.	Bladder Pump/2" Submersible Pump *	(per day)	\$45.00
224.	Cam/Portable Pump (12-volt).....	(per well)	\$5.00
336.	Pressure Washer *	(per day)	\$45.00
323.	Steam Cleaner *	(per day)	\$75.00
456.	Rotary Hammer Boring System.....	(per boring)	\$25.00
452.	Hydro Punch.....	(per sample)	\$30.00
454.	Continuous Core Sampler.....	(per foot)	\$5.00
249.	Generator *	(per day)	\$40.00
244.	4-Channel Datalogger *	(per day)	\$115.00
354.	Hand Auger *	(per day)	\$25.00
22.	Traffic Control Cones (25) *	(per day)	\$8.00
31.	Barricade *	(per day)	\$5.00
23.	Passive Skimmer (1 liter).....	(per week)	\$15.00
24.	Electric Skimmer.....	(per week)	\$125.00
326.	Submersible Pump *	(per day)	\$45.00
322.	Centrifugal Pump *	(per day)	\$100.00
252.	Confined Space Multi-Gas Meter (LEL, Oxygen, PID, Hydrogen Sulfate, CO)	(per day)	\$90.00
*	Minimum charge of 1/2-day on all equipment billed on daily basis		
**	Plus Technician Rate		
***	Sample preparation not included		