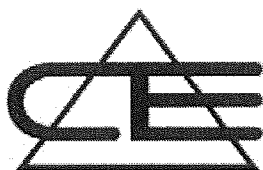


SUMMERVILLE UNION HIGH SCHOOL DISTRICT

**Board Reference Material**

<b><u>Subject:</u></b>	Consideration of proposal by North Star Engineering Group, Inc. for topo and boundary surveys and proposal by Construction Testing and Engineering, Inc. for geotechnical engineering services
<b><u>Date Submitted:</u></b>	March 13, 2013
<b><u>Background:</u></b>	The District has entered into an agreement with BCA Architects to provide services for bond projects. BCA has solicited proposals for specialized services.
<b><u>Discussion:</u></b>	BCA recommends we enter into agreements with both of these companies.
<b><u>Alternative/Identified Opposition:</u></b>	Seek more proposals.
<b><u>Financial Implications:</u></b>	\$29,070 for topo and boundary surveys \$8,800 for geotechnical engineering
<b><u>Recommendation:</u></b>	The superintendent recommends the Board approve the proposals with North Star Engineering Group, Inc. and Construction Testing and Engineering, Inc.



## CONSTRUCTION TESTING & ENGINEERING, INC.

1441 MONTIEL ROAD, SUITE 115 | ESCONDIDO, CA 92026 | TEL 760.746.4955 | FAX 760.746.9806

February 25, 2013

CTE Pr. No.: G-2813

Summerville Union High School District  
Attention: Mr. John Keiter, Superintendent  
17555 Tuolumne Road  
Mendota, California 93640

Subject: Geotechnical Engineering Design Services for  
Summerville High School Projects, Phases 1, 2, and 3  
Tuolumne, California

Mr. Keiter:

Presented below is our proposed scope of work and estimated budget for the requested preliminary geotechnical investigation and report. We assume that the client or owner Summerville Union High School District (SUHSD) will arrange access to the project for our equipment and personnel. We anticipate that a standard truck-mounted drill rig will be able to access many of the proposed improvement areas for our investigation activities, but we also anticipate performing numerous boring explorations with hand operated equipment due to the anticipated shallow geotechnical conditions and limited access restrictions.

Dan Math, Principal and head geotechnical engineer, is the primary point of contact and person authorized to submit proposals on behalf of CTE, and he may be reached via any of the following:

Construction Testing & Engineering  
1441 Montiel Road, Suite 115, Escondido, California 92026  
Telephone: (760) 746-4955; Facsimile: (760) 746-9806; Email: [dan@cte-inc.net](mailto:dan@cte-inc.net)

We appreciate your time and efforts in reviewing our proposed for this project. Should you have any questions or comments, please contact Mr. Dan Math: 760.746.4955.

### SCOPE AND COSTS – PRELIMINARY GEOTECHNICAL INVESTIGATION

The goal of the preliminary geotechnical investigation will be to assess soil materials and properties at the site with respect to their suitability for support of the proposed construction. We understand that the proposed project will consist of the following phased scope of work as indicated in the received RFP, and as shown on the attached Sheet A0.11 (CTE will perform investigations for all anticipated phases as part of the scope of services proposed upon herein):

**Phase 1 Scope of Work:**

1. New football field and 8 lane track
2. New field lighting
3. New bleachers on hillside (accessible)
4. New 200 seat capacity portable/moveable bleacher system for visitor football games
5. New pressbox (accessible)
6. Path of travel upgrades to pressbox
7. Upgrade restrooms at concession stand to ADA

**Phase 2 Scope of Work:**

1. Baseball field upgrades. Move (E) homeplate 15' towards pitching mound to create more space for bleacher seating
2. New location of 3 bay bus barn – 2 interior, 1 exterior covered bus washing bay, driver lounge, offices, parking. Plans have previously been developed.
3. Technology and infrastructure upgrades for classrooms
4. Roof repair
5. Demo (E) Building P, new art classroom (modular) at this location
6. New student quad lunch shelter for 150 students

**Phase 3 Scope of Work:**

1. Agriculture building upgrades
2. Parking lot resurfacing

**Our lump sum price to provide the required services for all three phases will be \$8,800.00.**

We propose to perform the necessary investigation, laboratory testing, and engineering evaluation to fulfill the current requirements of the Division of the State Architect (DSA), as well as the specific required information presented in your email/RFP dated February 20, 2013, except for the following items:

1. Under the Section Titled "Proposal Requirements", Item 4 references performance of a topography survey; however, a topography survey does not appear to be part of the requested scope of service and will therefore not be part of our proposed scope of services. CTE is a full-service civil engineering and survey company and could provide a proposal for such services under separate cover, upon request.

The following provides a brief description of the specific tasks we propose to provide. However, as indicated herein, our investigation, evaluation, and report are intended to fulfill the current requirements of the Division of the State Architect (DSA), as well as the specific required information presented in the referenced email/RFP and addendum email.

**Task 1 – Field Investigation:** Generally beneficial geotechnical/geological site conditions are anticipated at the subject site. We will conduct soil explorations using standard truck-mounted drill rig equipment with hollow stem augers, augmented with hand operated excavation equipment to

investigate current geotechnical conditions. Ring, sleeve, and bulk samples of the soil will be obtained for geotechnical laboratory analysis. We will conduct field investigation activities in the presence of a geologist or engineer. Based on building numbers and footprints, we anticipate performing approximately nine explorations for the proposed Phase 1 improvements, and approximately 10 explorations for the proposed Phase 2 improvements. All borings are anticipated to be backfilled upon completion of drilling activities on that day.

**Task 2 – Laboratory Analysis:** Selected soil samples will be tested to identify the soils and evaluate engineering soil properties pertinent to the planned development. The laboratory budget may include, but is not limited to, tests for fines content, consolidation, expansion potential, maximum density and optimum moisture, direct shear, atterburg limits, chemical analysis including pH, resistivity, and soluble sulfate content, and material gradations. The nature and quantities of the tests will vary depending upon soil type and site uniformity.

**Task 3 – Engineering and Geologic Report Preparation:** Our report will present field and laboratory data, an evaluation of site geology, and soil/formation properties. The report will present recommended structure foundations and soil engineering considerations for use in site evaluation and development. Our written report will also include grading concepts/site preparation recommendations, allowable soil bearing strengths, lateral earth pressures (active/passive), and other necessary geotechnical design parameters. Our report, as well as all of our services proposed herein, is/are intended to fulfill the current requirements of the Division of the State Architect (DSA), as well as the specific required information presented in the attached email.

**Task 4 – Additional Consulting and Document Review during Design:** As required, we have included \$400 in additional fees to provide typical consulting and professional review of plans and documents prepared during the design and project development prior to construction, or for response to simple or typical anticipated CGS review comments.

#### LIABILITY STATEMENT

CTE is not responsible for unstable soil, unforeseen structures, cables, conduits, rock, or situations created by acts of nature. It is the responsibility of the Client to assure environmentally sensitive habitat(s) will not be disturbed by our investigation or subsequent project development. CTE will minimize site disturbance due to our field activities. However, site disturbance may be noticeable after our field activities, and CTE is not responsible for site restoration.

CTE should be notified of any environmental contamination affecting the site. Should indications (odor, staining, etc.) of contaminated soil or groundwater be encountered during our site work, CTE will stop work, and notify the Client. Work in possibly contaminated areas may be started, under changed scope and costs as authorized by the Client.

The property owner is responsible for soils excavated from our subsurface explorations. CTE would require authorization from the property owner to act as their agent for disposal of environmentally impacted soil, under additional scope and costs. The Client indemnifies CTE from all environmental

claims and liabilities, except those environmental claims and liabilities caused by the sole negligence or willful violations on the part of CTE.

#### SCHEDULE OF FEES

Additional services could be provided on a time and expense basis according to the schedule presented below unless a revised proposal is requested. Field technician observation and inspection services would be invoiced on a site time plus one hour rounded up to the next whole hour basis. Additional materials and subcontractor's fees would be charged on a cost plus 20% basis.

Principal Engineer	\$135.00/hour
Senior Engineer/Geologist	\$125.00/hour
Project Engineer/Geologist	\$100.00/hour
Staff Engineer/Geologist	\$90.00/hour
Soil Technician/Specialty Deputy Inspector	\$90.00/hour
Typical Deputy Inspector	\$85.00/hour

#### SCHEDULE OF WORK

The requested/required schedule provided in the RFP appears reasonable and attainable (3/14/13=NTP, 3/22/13=Completed Field Investigation, 3/29/13=Preliminary Report Issued to BCA, and 5/1/13=Issue Final Design Report). However, as is typical, circumstances beyond CTE's control could impact the schedule. If such should occur, CTE will notify you as soon as possible of potential impacts.

#### INSURANCE REQUIREMENTS

Our typical or standard insurance coverage currently meets or exceeds the requirement. Any additional required insurance certificates will gladly provided prior to commencing with our onsite investigation activities.

#### CLOSING

The information provided herein will be valid for a period of at least six months.

You may authorize us to proceed with the scope of services indicated herein by signing this agreement and returning to our office, or by issuing your own contractually required document(s). Should you believe that a modified scope of work might better meet your current needs, please contact our office.

We appreciate the opportunity to be of service on this project. The opportunity to present this proposal is appreciated and we look forward to working with you.

Respectfully submitted,

CONSTRUCTION TESTING & ENGINEERING, INC.



Dan T. Math GE#2665  
Principal Engineer

cc: BCA Architects, Attn: Lacey Ford, Via Email: [LaceyF@bcaarchitects.com](mailto:LaceyF@bcaarchitects.com)  
BCA Architects, Attn: Nik Sernande, Via Email: [NikS@bcaarchitects.com](mailto:NikS@bcaarchitects.com)

Attachment:  
Site Plan, Sheet A0.11

AUTHORIZATION FOR WORK TO BE PERFORMED:

John H. Keiter  
Printed Name

Superintendent  
Title

  
Authorized Signature

3/13/13  
Date



**CONSTRUCTION TESTING & ENGINEERING, INC.**  
**STANDARD TERMS & CONDITIONS**

- 1. SCOPE OF AGREEMENT:** CTE's written proposal along with these Terms and Conditions contain the entire agreement ("Agreement") between CTE and its client ("Client") relating to the project and the services provided by CTE for the project. Client may negotiate the modification or elimination of any of these Terms and Conditions with CTE prior to signing the Agreement. By signing the Agreement and/or agreeing to receive CTE's services as described in the proposal, Client agrees to be bound by these Standard Terms and Conditions. Client agrees that it has been provided a copy of, read, and agrees to these Standard Terms and Conditions. Any prior discussions, negotiations, or representations not expressly set forth in the written proposal and these Terms and Conditions are not part of the agreement. CTE requires that all modifications to the scope of the proposal and these Standard Terms and Conditions be in writing and signed by both CTE and Client. CTE's lack of enforcement of any term, condition, or covenant shall not constitute a waiver of any such unenforced term, condition, or covenant, or CTE's right to insist upon future strict compliance with these Standard Terms and Conditions. If any term, condition, or covenant of these Standard Terms and Conditions is held to be invalid, void, or unenforceable, the remaining provisions of these Standard Terms and Conditions shall be valid and binding.
- 2. PAYMENT TERMS:** CTE shall submit monthly invoices for the work performed on the project to Client, and said invoices shall be due and payable upon receipt. No retention shall be held by Client. Client agrees that failure to timely pay these invoices is a material breach of the agreement. Client agrees that upon its failure to timely pay CTE invoices, CTE may suspend its work pending payment, and may elect to terminate without penalty the contract under which Client did not timely tender payment for services rendered. Client agrees that the periodic invoices are presumed to be correct, conclusive, and binding on Client unless Client notifies CTE in writing of alleged inaccuracies, discrepancies, or errors in the billing within ten (10) days after receipt of such invoices. Client agrees to pay a late charge of 1-1/2% per month on the unpaid balance commencing thirty (30) days after receipt of an invoice. In the event of any increase in the hourly rates charged for its testing, inspection, or engineering services specified by this agreement, CTE shall provide 30 days advance notice to Client of any such increase. Client shall have two (2) weeks in which to object to the increase, and any failure to timely object shall constitute an acceptance of the increase.
- 3. CHANGES IN SCOPE OF WORK:** Client agrees that if it requests incidental or additional services not specified by the written proposal, it will pay CTE for such services based upon CTE's customary hourly or unit price rates for said testing, inspection, and engineering. In the event that changes are made to the plans and specifications for the project or Client modifies or alters the scope of its work, CTE shall be entitled to additional compensation to the extent that the change increases CTE's testing, inspection, or engineering services, or the duration of CTE's performance.
- 4. TIME:** Client agrees that time is of the essence in connection with CTE's services, and that an extension or delay to CTE's performance duration shall result in increased costs to CTE. Client further agrees that any CTE extended performance duration or delay beyond that specified by the written proposal, and if none is specified by the proposal, by the initial approved construction schedule, shall justify additional compensation to CTE. Said additional compensation shall be based upon CTE's customary hourly, daily, or monthly rates or unit prices for its testing, inspection, and/or engineering services.
- 5. PROJECT DELAY:** CTE is not responsible for project delay or damages resulting therefrom caused in whole or part by the activities of Client, contractor, or its subcontractors, or governmental agencies, or by factors beyond CTE's reasonable control, including but not limited to, delays caused by reason of strikes, accidents, acts of God, weather, or failure of Client to furnish timely information or approval of CTE's work. CTE shall not be responsible for any delays caused by the actions and/or omissions of governmental agencies including but not limited to the processing of building permits or Environmental Impact Reports. CTE shall only act as an advisor to its Client on any governmental relations or approvals.
- 6. OWNERSHIP OF WORK-PRODUCT:** All documents, papers, drawings, testing data, or other work-product prepared by CTE, and copies thereof, shall remain the property of CTE and may not be used by Client or other third parties without CTE's express written consent. In the event that Client fails to pay CTE for the services rendered, Client agrees to return all documents, papers, drawings, testing data, or other work-product prepared by CTE and not to use, lend, or otherwise authorize the use of said documents without CTE's written consent.
- 7. MUTUAL COOPERATION:** CTE and Client agree to cooperate with each other in every way necessary in order to effectuate the intent of this Agreement. Client shall make available to CTE all information regarding existing and proposed conditions at the site, including but not limited to plot plans, topographic surveys, hydrographic data, and soil data including borings, field and laboratory tests, and written reports. Client shall provide and/or ensure that free access is provided to the site for all necessary equipment and personnel.
- 8. WARRANTY:** CTE warrants that it and its professionals are properly licensed to perform the services rendered. Client understands and agrees that CTE does not guarantee the completion, quality of work performed by others on the project, or that the construction work complies with the specifications, plans or building codes. CTE makes no warranty, either express or implied, to its findings, recommendations, testing or engineering results, or professional advice except that its testing, inspection, and/or engineering work was performed pursuant to generally accepted engineering standards within the industry in effect at the time of performance and within the geographic location in which the work was performed. CTE makes no representations concerning the nature of any subsurface soil condition unless specifically provided in writing.
- 9. EXCLUSION OF IMPLIED WARRANTIES.** There are NO IMPLIED WARRANTIES OF MERCHANTABILITY and NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE included with any products or materials incorporated into and/or utilized in connection with work performed by CTE. CTE expressly disclaims all IMPLIED WARRANTIES OF MERCHANTABILITY and WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.
- 10. USE OF FINALIZED/APPROVED DOCUMENTS:** Client agrees not to use or permit the use by any other entity, any plans, drawings, or other construction documents prepared by CTE which are not signed by CTE or finalized. Client agrees to be liable and responsible for any such unauthorized use of unsigned plans, documents, or other construction documents not signed by CTE and waives all rights and claims against CTE for their unauthorized use.
- 11. NO FIELD DIRECTION:** Client understands that CTE's field personnel provide technical assistance to Client at the project site, and that CTE will not perform construction supervision, construction management, or otherwise direct or oversee construction or the work. Client shall inform all contractors and subcontractors that CTE is providing technical assistance and is not directing the work.
- 12. CONSTRUCTION STAKING:** In the event that any construction staking provided by CTE is destroyed, damaged, or disturbed by Client, the contractor, its subcontractors, an act of God or any other party other than CTE, the cost of re-staking shall be paid for by Client as extra work.
- 13. SAFETY:** Client agrees that in accordance with the generally accepted industry standards and practices, the construction contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this responsibility shall apply continuously and not limited to normal work hours, and that Client agrees to defend, indemnify, and hold CTE harmless from any and all liability, loss, or damage, real or alleged, in connection with accidents or injury on this project except to the extent caused by the sole negligence or willful misconduct of CTE.
- 14. PROFESSIONAL LIABILITY:** CTE agrees to perform its testing, inspection, and/or engineering services in accordance with the written proposal, these Standard Terms and Conditions, and the custom and practice in the industry in place at the time the services were rendered, and in the geographic local in which the work was performed. Client understands and agrees that CTE performs testing and inspection services upon request by Client, and that unless Client specifically notifies CTE that particular testing and inspection is required, CTE assumes no responsibility to insure that any particular testing or inspection services are needed or performed. Client agrees to limit CTE's liability to Client and to all contractors and subcontractors on the project, in total, due to alleged professional negligence, CTE's acts, errors, or omissions, and breaches of contract, to the sum of Ten Thousand Dollars (\$10,000) or CTE's total invoiced and paid fee on the project, whichever is greater.
- 15. CHOICE OF LAW/VENUE/DISPUTES:** The Agreement between CTE and its Client shall be governed by and construed in accordance with the laws of the State of California. CTE and Client agree that any such action arising out of the services provided by CTE shall be brought in the Superior Court of the State of California, County of San Diego.

