

**THIRD AMENDMENT TO THE  
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO  
AND  
STK ARCHITECTURE INC.**

**1. PARTIES AND DATE.**

This Third Amendment to the Professional Services Agreement (“Third Amendment”) is made and entered into this *September 14, 2021*, by and between the City of Rialto (“City”) and *STK Architecture, Inc.* (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Third Amendment.

**2. RECITALS.**

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated *November 14, 2017*, (“Agreement”), whereby Consultant agreed to provide professional services to the City related to *the design of Fire Station 205 Phase II* in the amount of \$280,288.

2.2 Amendment. City and Consultant entered into that certain First Amendment to the Professional Services Agreement dated *October 8, 2019*, (“First Amendment”), whereby Consultant agreed to provide additional professional services to the City related to *the design of Fire Station 205 Phase II* through issuance of a purchase order in the amount of \$12,000.

2.3 Amendment. City and Consultant entered into that certain Second Amendment to the Professional Services Agreement dated *March 10, 2020*, (“Second Amendment”), whereby Consultant agreed to provide additional professional services to the City related to *the design of Fire Station 205 Phase II* in the amount of \$108,640.

2.4 Amendment. City and Consultant desire to amend the Agreement by this Third Amendment to include additional tasks for the project as set forth in “Exhibit A”, to extend the term of the Agreement, and to increase the total amount of compensation for the Agreement.

**3. TERMS.**

3.1 Description. The following paragraph is hereby added to Section 1 of the Agreement:

“The additional services to be provided pursuant the Third Amendment to the Agreement are more particularly described in “Exhibit A”, attached to the Third Amendment and incorporated herein by this reference.”

3.2 Scope of Work. The following paragraph is hereby added to Section 2 of the Agreement:

“Consultant’s scope of work for the additional services included in the Third Amendment to the Agreement is described on “Exhibit A”, attached to the Third Amendment and incorporated herein by this reference.”

3.3 Payment Terms. The following paragraph is hereby added to Section 3 of the Agreement:

“Consultant shall be compensated for the additional services included in the Third Amendment to the Agreement as set for in “Exhibit A”, attached to the Third Amendment and incorporated herein by this reference, which shall not exceed \$57,015.00 (*Fifty Seven Thousand, Fifteen Dollars and Zero Cents*). The total compensation to the Agreement as amended by the First Amendment, Second Amendment, and Third Amendment shall not exceed \$457,943.00 (*Four Hundred Fifty-Seven Thousand, Nine Hundred Forty-Three Dollars and Zero Cents*).”

3.4 Time for Performance. The following paragraph is hereby added to Section 4 of the Agreement:

“The additional services included in the Third Amendment to the Agreement as set for in “Exhibit A”, attached to the Third and incorporated herein by this reference, shall begin immediately upon the City Council’s approval of the Third Amendment and shall be completed within one (1) year of its approval.”

3.5 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by the First Amendment, Second Amendment, and Third Amendment.

3.6 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

3.7 Counterparts. This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

3.8 Conflict of Interest. Pursuant to Rialto Municipal Code section 2.48.145, Contractor represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702,

or Government Code Section 1090. To this end, by approving this Third Amendment, Contractor attests under penalty of perjury, personally and on behalf of Contractor, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

3.9 Corporate Authority. The persons executing this Third Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Third Amendment on behalf of said party, (iii) by so executing this Third Amendment, such party is formally bound to the provisions of this Third Amendment and (iv) the entering into this Third Amendment does not violate any provision of any other agreement to which said party is bound.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed and entered into this Third Amendment on the date first written above.

**CITY:**

**CITY OF RIALTO, a municipal corporation**

By: \_\_\_\_\_  
Marcus Fuller, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Barbara A. McGee, City Clerk

**APPROVED AS TO FORM:**

Burke, Williams & Sorensen, LLP

By: \_\_\_\_\_  
Eric S. Vail, City Attorney

**CONSULTANT:**

**STK ARCHITECTURE INC.**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**\*\*Two signatures are required if a corporation\*\***



August 30, 2021

Michael Tahan  
 Interim Public Works Director  
 Public Works Department  
 City of Rialto  
 335 W. Rialto Avenue  
 Rialto, CA 92376

RE: Additional Services Request #1 for Construction Management Services  
 Rialto Fire Station 205 – Phase 1 and 2

Dear Mr. Tahan:

As we recently discussed, STK Architecture, Inc. has assisted in obtaining the Certificate of Occupancy (COO) for the Fire Station 205 – Phase 2 on February 25, 2021. STK Architecture's Architectural Services Agreement has been completed but STK Architecture's Construction Management has continued on the following items:

Additional construction services for the installation of the 24" RCP pipe into the storm drain channel, coordinating permits, coordinating Leighton Group for compaction testing and on-site observation and conference meetings with the City for STK's construction observation meetings and reports.

STK Architecture anticipates spending 5-8 hours per week between March and September 30, 2021.

|                               | CM Budget   |
|-------------------------------|-------------|
| Construction Management       | \$38,915.00 |
| Geotechnical -Detention Basin | \$8,095.00  |
| Geotechnical -24" RCP Pipe    | \$10,005.00 |
| Total                         | \$57,015.00 |

STK is seeking your approval to proceed on an hourly basis. Please provide STK direction as soon as possible.

Michael Tahan  
Page 2 of 2  
August 30, 2021

Contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "G.V. Salts". The signature is stylized and written in a cursive-like font.

G.V. Salts, Architect  
NCARB, COO  
951.377.6009

Attachment: Leighton proposal dated 2/9/21  
Leighton Invoice 44997  
Leighton proposal dated 4/30/21  
cc: Amparo Corona, City of Rialto



Leighton Consulting, Inc.  
A LEIGHTON GROUP COMPANY

February 9, 2021

Proposal No. RC21-035

STK Architecture, Inc.  
42095 Zevo Drive, Suite A15  
Temecula, California 92590

Attention: Mr. G.V. Salts

**Subject: Proposal for Final Compaction Report and Infiltration Evaluation  
Fire Station 205  
1485 South Willow Avenue  
City of Rialto, San Bernardino County, California**

Leighton Consulting, Inc. (Leighton) has provided geotechnical observation and testing during rough and postgrading of the City of Rialto Fire Station 205 since October 2018. Leighton's services were provided under Wallace and Associates Consulting, Inc. (Wallace). We understand that Wallace has not been involved with the project since July 2020. Leighton was contacted by STK Architecture, Inc. (STK) and was requested to provide a final geotechnical compaction report for Fire Station 205 (Phase 2). Additionally, we have been requested to evaluate the infiltration basin located directly west of the existing Fire Station 205 building.

### **Project Understanding**

This proposal is based on our current understanding of the project attained from our discussion with you. Leighton has provided two site visits after Wallace ended involvement with the project, on September 9, 2020 and September 14, 2020 to test the pavement subgrade and base at the front and rear fire station driveway approaches. Since these site visits were provided when Wallace was no longer involved, we propose to invoice these two visits (4 hours of technician time) to STK. Additional geotechnical observation and testing site visits had not been performed since February 2020.

A Leighton representative performed a site visit on February 5, 2021 and met with G.V. Salts with STK to discuss the western infiltration basin area. The infiltration basin was observed to hold about 5 inches of water; we understand that this is water that has not infiltrated in over 1 week since the rain event. Other areas of the site, including the primary infiltration basin south of the training area, were observed to be dry. A geotechnical boring performed by Converse Consultants in 2016 at the west infiltration basin area shows very dense alluvium consisting of sand with silt and gravel.

### **Scope of Work - Geotechnical Services**

We understand that earthwork-related construction has been completed for the Fire Station 205 project. Therefore, we do not anticipate additional geotechnical observation and testing trips to the site. We propose the following scope of work:

- **Final Geotechnical Compaction Report:** We will provide a final report for the geotechnical observation and testing performed by Leighton during development of Fire Station 205 (Phase 2 only). Upon request, this report can include other geotechnical activities performed by Leighton for the apparatus building and site work (Phase 1).
- **Infiltration Basin Evaluation:** We will review available geotechnical reports for the project site. Based on our initial site visit, the ponding of water at the infiltration basin could be due to compacted material impeding water infiltration. Once the existing ponded water has been pumped or infiltrated, we propose to perform Dynamic Cone Penetration (DCP) testing at various locations to obtain a relative observation of in-place soil compaction. Additionally, we will perform hand auger borings to a depth of 5 feet or shallower if encountering dense soil refusal. A shallow falling head percolation test will be performed at the hand auger location or at a shallow excavated pit with hand tools. We assume a water source (hose bib) will be available for our use onsite.

We will present a brief letter with results from our field exploration and percolation testing, and include recommendation for infiltration. Based on our preliminary review of geotechnical data, we anticipate that geotechnical recommendations will include installation of dry wells can be installed at the basin location.

**Fee Estimate**

This proposal only includes invoicing geotechnical observation and testing trips performed after July 2020, providing a compaction report, and performing the proposed infiltration evaluation. We have not included fees for additional geotechnical observation and testing for construction activities. We have estimated the following fees:

|   |                    |
|---|--------------------|
| Geotechnical Testing Performed on 9/9/20 and 9/14/20    | \$ 488.00          |
| Final Compaction Report                                 | \$ 1,200.00        |
| <u>Infiltration Evaluation (Field Testing + Report)</u> | <u>\$ 3,600.00</u> |
| <b>Total Estimated Budget</b>                           | <b>\$ 5,288.00</b> |

Our fees will accumulate on a time-and-materials basis in accordance with our attached Professional Fee Schedule. The fee estimates shown above include prevailing wage for the previously performed site visits.

**Terms and Conditions**

Attached are Agreements incorporating the scope and fees described in this proposal. If the services are awarded to Leighton Consulting and the Agreement is acceptable to you, please have two copies of both the Master Services Agreement and the Scope of Work Agreement executed by a duly authorized officer of your corporation and return them to us. We will return one fully executed copy of each for your records. The scope and fees set forth in this proposal reflect the risks that are limited by the terms and conditions in the attached Master Services Agreement. Any changes in these terms and conditions may require a change in the scope of services or fees or both. Your assent to our beginning work prior to the written execution of a mutually acceptable contract constitutes your agreement that the terms and conditions of the attached Agreement shall control until such a definitive contract is executed by both parties.

**Closing**

We appreciate the opportunity to be of service to STK Architecture, Inc. and the City of Rialto. If you have any questions or information that would update our scope of work, please call us at your convenience.

Respectfully submitted,

LEIGHTON CONSULTING, INC.



Luis Perez-Milicua, P.E.

Project Engineer

LP/JDH/rsm

Attachments: Scope of Work Agreement  
Master Services Agreement  
Professional Fee Schedule  
Information for Clients Regarding Leighton Consulting's Services

Distribution: (1) Addressee

**SCOPE OF WORK AGREEMENT**

This Scope of Work, effective February 9, 2021, is, upon execution of the Parties, incorporated under **Master Services Agreement No. 1** and between Leighton Consulting, Inc. and STK Architecture, Inc., effective 9/9/2020.

**PROJECT LOCATION:**

Fire Station 205, 1485 South Willow Avenue, City of Rialto, San Bernardino County, California

**DESCRIPTION OF SERVICES:**

Final Compaction Report and Infiltration Evaluation

**SCOPE OF WORK:**

See attached proposal dated February 9, 2021, Proposal No. RC21-035

**LEIGHTON:**

Leighton Consulting, Inc.  
10532 Acacia Street, Suite B-6  
Rancho Cucamonga, California 91730  
Telephone: (909) 484-2205  
Email: [lperez-milicua@leightongroup.com](mailto:lperez-milicua@leightongroup.com)

Prime Contact: Mr. Luis Perez-Milicua

**CLIENT:**

STK Architecture, Inc.  
42095 Zevo Drive, Suite A15  
Temecula, California 92590  
Telephone: (951) 377-6009  
Email: [gvsalts@stkinc.com](mailto:gvsalts@stkinc.com)

Prime Contact: Mr. G.V. Salts

**FEE:**

The Services shall be undertaken on a time-and-materials basis for an estimated fee of Five Thousand Two Hundred Eighty-Eight Dollars (\$5,288). CLIENT will pay LEIGHTON for the Services in accordance with LEIGHTON's Professional Fee Schedule in effect at the time the Services are rendered.

I have reviewed and agree to this scope of work.

LEIGHTON CONSULTING, INC.

STK ARCHITECTURE, INC.

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
(Print Name)

G.V. Salts  
\_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

Date: 2/10/2021

|   |
|---|
| <p><b>CLIENT ACKNOWLEDGES THAT THEY HAVE AND UNDERSTAND THE DOCUMENT ENTITLED "INFORMATION FOR CLIENTS REGARDING LEIGHTON'S SERVICES"</b></p> |
|---|



Leighton

LEIGHTON CONSULTING, INC. MASTER SERVICES AGREEMENT  
 AGREEMENT NUMBER: 1

SECTION I: SERVICES AND  
 COMPENSATION:

This *Master Services Agreement* ("Agreement") is entered into effective 9/9/2020, by and between STK ARCHITECTURE, INC. ("CLIENT") and LEIGHTON CONSULTING, INC. (the "parties"). This Agreement relates to performance of services at locations ("LOCATIONS") described in each Scope of Work Agreement, as set forth in A., below.

The parties agree as follows:

**A. Services to be Performed by LEIGHTON CONSULTING, INC.:** LEIGHTON CONSULTING, INC. shall perform consulting services ("Services") as needed by CLIENT in accordance with this Agreement and various Scope of Work Agreements, each of which shall refer to this Master Services Agreement. The Scope of Work Agreement shall detail the particular Services required at a given LOCATION for a specific task/scope. Each Scope of Work Agreement shall be numbered consecutively commencing with No. 1. Upon execution by the parties, each Scope of Work Agreement, together with this Agreement, shall constitute a separate contract.

**B. Invoicing and Payment:** CLIENT will pay LEIGHTON CONSULTING, INC. for performance of LEIGHTON CONSULTING, INC.'S Services, in accordance with the payment terms set forth in the Scope of Work Agreement pertaining to such Services. LEIGHTON CONSULTING, INC.'S fee schedules are revised annually. The Schedule in effect at the time the Services are performed shall apply to the Services.

LEIGHTON CONSULTING, INC. shall invoice CLIENT monthly for its Services, unless another invoicing schedule is set forth in the applicable Scope of Work Agreement. In the event of a dispute over payment, Client shall pay all undisputed amounts in accordance with this Agreement. Invoices will be due upon presentation and will be past-due thirty (30) days from the date of the invoice. Should any invoice for payment remain outstanding for sixty (60) days or more, CLIENT agrees that LEIGHTON CONSULTING, INC. may suspend Services and/or demand prepayment of fees at LEIGHTON CONSULTING, INC.'S option. CLIENT agrees to pay a service charge of one and one-half (1-1/2) percent per month, compounded monthly from the past due date of the invoice, on past-due accounts, not to exceed limits set by any applicable usury laws. In the event that it becomes necessary for LEIGHTON CONSULTING, INC. to commence action to force payment of invoices, LEIGHTON CONSULTING, INC. shall be entitled to reasonable collection costs.

If at any time LEIGHTON CONSULTING, INC. or its officers or employees should be required or requested to give expert witness testimony or otherwise participate in a judicial or administrative proceeding involving the CLIENT or concerning matters in any way related to the Services under any Scope of

Work Agreement, CLIENT agrees that such activities shall be deemed part of the Scope of Work Agreement.

**C. Warranty:** LEIGHTON CONSULTING, INC. shall perform its Services in accordance with the standards of care and diligence normally practiced by members of the profession performing professional consulting services of a similar nature. If, during the one (1) year period following completion or termination of Services, whichever is earlier, under the applicable Scope of Work Agreement, it is shown that there is an error in the Services as a result of LEIGHTON CONSULTING, INC.'s failure to perform the Services in accordance with the above standard, and CLIENT has notified LEIGHTON CONSULTING, INC. in writing of the error within such one year period, LEIGHTON CONSULTING, INC. shall re-perform, at no cost to CLIENT, such corrective Services within the original Scope of Work Agreement, as may be necessary to remedy such error and to conform the Services to the above stated standard.

EXCEPT AS EXPRESSLY STATED ABOVE, LEIGHTON CONSULTING, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, CONCERNING ANY OF THE MATERIALS OR SERVICES WHICH MAY BE FURNISHED PURSUANT TO THIS AGREEMENT.

LEIGHTON CONSULTING, INC. shall, for the protection of CLIENT, demand available warranties, indemnities and guaranties with respect to machinery, equipment, materials and services from all vendors and subcontractors with whom LEIGHTON CONSULTING, INC. contracts, and shall render all reasonable assistance to CLIENT for the purpose of enforcing the same.

**TECHNICAL LIMITATIONS:**

LEIGHTON CONSULTING, INC.'s Services are based solely on the investigations described in the Scope of Work Agreement, which was established after consultation between the parties. Client agrees that it is unreasonable to expect to completely evaluate subsurface conditions even after the most comprehensive exploratory program reasonably possible. Further, site conditions change frequently due to the passage of time, human activities and climatic conditions. Uncertainties are therefore inherent in the nature of LEIGHTON CONSULTING, INC.'S Services and impossible to avoid. CLIENT acknowledges that the identification of geotechnical conditions and the prediction of future or concealed conditions is an inexact scientific endeavor. The state of the art of geotechnical practice is such that LEIGHTON CONSULTING, INC. cannot guarantee that its recommendations will prove adequate on this project and the client assumes the risk of any such failure, except as provided in this Agreement. **Anything herein to the contrary notwithstanding, LEIGHTON CONSULTING, INC. shall not be alleged to be negligent, nor shall LEIGHTON CONSULTING, INC. be liable under this Agreement or otherwise for occurrences occasioned by performance of Services performed in accordance with standards of care and diligence utilized by those performing similar services at the time and in the general vicinity in which the Services are performed.**

**THIS CONTRACT CONTAINS SPECIFIC LIMITATIONS  
OF LIABILITY.**

**D. Indemnity:** LEIGHTON CONSULTING, INC. shall release, indemnify and hold CLIENT harmless from and against any and all claims, demands, losses, expenses and causes of action resulting from or arising out of (a) failure of LEIGHTON CONSULTING, INC. to comply in material respects with federal, state and local laws and regulations applicable to the Services; (b) material breach by LEIGHTON CONSULTING, INC. of LEIGHTON CONSULTING, INC.'s warranties in this Agreement; (c) bodily injury or death of persons, or damage to or destruction of property to the extent that the same results from the negligence or willful misconduct of LEIGHTON CONSULTING, INC., its employees, officers or agents while engaged in the performance of the Services.

**E. Limitations: For any errors, omissions or other acts, including any damages based in contract, tort or other causes of action, LEIGHTON CONSULTING, INC.'S liability, including that of its employees, agents, and officers shall not exceed amounts recovered under the scope and limits of LEIGHTON CONSULTING, INC.'S insurance, described in F below, plus LEIGHTON CONSULTING, INC.'s warranty obligation, as stated in C, above.**

**F. Insurance:** Commencing with performance of the Services, and for the entire term of this Agreement, LEIGHTON CONSULTING, INC. shall maintain the following insurance, and shall, upon the request of CLIENT, furnish copies of insurance certificates evidencing the following coverage:

Type and Limits:

**Worker's Compensation:** California statutory limits

**Employer's Liability:** \$1,000,000 per occurrence

**Commercial Liability Insurance:** Commercial liability insurance including Contractual Liability, Property Damage, Bodily Injury and Death and Automobile Liability, \$1,000,000 combined single limit, \$1,000,000 annual aggregate

CLIENT may be named as an additional insured on the Commercial liability policy, with respect to LEIGHTON CONSULTING, INC.'S performance of this Agreement. CLIENT shall be provided with thirty (30) days written notice before cancellation of or any material change in such insurance.

**G. Changes:** In the event CLIENT desires to make changes in the Services and so notifies LEIGHTON CONSULTING, INC., LEIGHTON CONSULTING, INC. will perform such changes and additional work pursuant to the terms, conditions and pricing of this Agreement and the applicable Scope of Work Agreement. CLIENT acknowledges that the individual signing this Agreement on its behalf, or any authorized representative of CLIENT, may amend or change any Scope of Work Agreement.

**H. Termination:** Either party may, prior to completion and with or without cause, terminate the Services under any or all Scopes of Work at any time upon five (5) working days' written notice to the other. In event that CLIENT terminates this Agreement without cause, LEIGHTON CONSULTING, INC.

shall be paid for Services performed to the date of termination plus non-cancelable commitments entered into prior to LEIGHTON CONSULTING, INC.'S receipt of notice of termination, and actual, reasonable, termination costs.

**I. Term:** The term of this Agreement is one year from its effective date; however, this Agreement shall automatically be renewed for consecutive one-year terms unless terminated by either party. Termination shall not affect the rights, obligations and remedies of the parties.

This Agreement, with attachments, Scope of Work Agreement(s) and any attachments thereto, constitute the complete Agreement of the parties. No other representations of any kind, oral or otherwise, have been made. If CLIENT elects to utilize a purchase order or other form as a convenience, for billing purposes or in accordance with its customary practice, LEIGHTON CONSULTING, INC. will refer to the same in invoices or correspondence, with the understanding that this Agreement supersedes all inconsistent terms.

This Agreement shall be governed by the laws of the State of California. Any arbitration or litigation arising from this Agreement shall take place in Los Angeles County, California.

## SECTION II: GENERAL PROVISIONS

**A. Severability:** If any provision of this Agreement is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect or invalidate the remaining provisions of this Agreement

**B. Use of Reports or Services:** LEIGHTON CONSULTING, INC.'s opinions, reports or Services may not be utilized in prospectuses, proxy solicitations, loan applications, or other documents or transactions reasonably expected to influence investment decisions without LEIGHTON CONSULTING, INC.'s prior written consent.

**C. No Third Party Rights:** Nothing contained in or relating to the formation of this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary. No one other than CLIENT shall be entitled to use and rely on the opinions, Services or reports produced hereunder.

**D. Execution and Counterparts:** This Agreement and any Scope of Work Agreement may be executed and delivered in two or more counterparts and by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and both of which taken together shall constitute but one and the same instrument.

**E. Remedies:** Neither party shall be held liable for indirect or consequential damages of any nature whatsoever, howsoever arising. The obligations, responsibilities, warranties and liabilities of the parties with respect to the Services shall be solely those expressly set forth in this Agreement. Remedies and limitations on liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, strict liability or another theory of law. The limitations stated in this Agreement extend collectively to the parties' partners, joint venturers, licensors, insurers and affiliates. CLIENT and LEIGHTON CONSULTING, INC. agree that any legal action with respect to the Services to be done under this agreement shall be brought solely against the parties, and not against affiliated companies, individual officers, employees or former employees of the parties. All legal actions by either party against the other for breach of this Agreement, or for the failure to perform in accordance with the applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of the Services.

**F. Confidentiality:** LEIGHTON CONSULTING, INC. agrees to hold in confidence and not to use or disclose to any third-party without the written consent of CLIENT any and all information relating directly to the Services provided, except as required by law or regulation, or as needed to carry out work under this Agreement. This obligation of confidentiality shall expire five (5) years after completion or termination of the Services under the applicable Scope of Work Agreement, and shall not apply to: (a) information in LEIGHTON CONSULTING, INC.'s possession or known to LEIGHTON CONSULTING, INC. prior to its receipt in connection with this Agreement or the Services; (b) information independently developed by LEIGHTON CONSULTING, INC. at no cost to CLIENT and without the use of CLIENT's confidential information; (c) information which is or becomes public knowledge through no fault of LEIGHTON CONSULTING, INC.; (d) information which is or becomes available on an unrestricted basis from a third party which LEIGHTON CONSULTING, INC. has no reason to believe has an obligation of confidentiality.

**G. Ownership of Records:** Subject to Paragraph "F," above, all reports, logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by LEIGHTON CONSULTING, INC. under this Agreement shall remain the property of CLIENT. LEIGHTON CONSULTING, INC. shall be entitled to maintain file copies, subject to LEIGHTON CONSULTING, INC.'s confidentiality agreement set forth in Paragraph "F" above. CLIENT recognizes that LEIGHTON CONSULTING, INC.'s reports and opinions will be prepared specifically for and in connection with the Services performed for the particular LOCATION and task/scope. CLIENT shall not, except with LEIGHTON CONSULTING, INC.'s prior written consent, utilize the same on other projects. Inventions or software conceived or developed by employees of LEIGHTON CONSULTING, INC. in the course of the Services shall belong exclusively to LEIGHTON CONSULTING, INC..

**H. Force Majeure:** Unless otherwise specified in this Agreement, LEIGHTON CONSULTING, INC. shall be obligated to perform its Services within a reasonable period of time. Schedules are estimates only. LEIGHTON CONSULTING, INC. shall not be responsible for delays in the completion of the Services if such delays are created by reason of any unforeseen cause or causes beyond LEIGHTON

CONSULTING, INC.'s reasonable control, including, but not restricted to acts of God or the public enemy, acts or delays of governmental or regulatory bodies, acts or delays of other contractors or CLIENT, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather. In the event of delay due to any such cause, LEIGHTON CONSULTING, INC. shall be paid by CLIENT only for actual out of pocket costs occasioned by such delay, including standby costs, as if the same had been included in the Scope of Work Agreement.

**I. Compliance:** LEIGHTON CONSULTING, INC. agrees to perform its Services in accordance with all applicable laws and regulations which are in force and effect at the time of performance.

**J. Information Obtained from Others:** The parties agree that LEIGHTON CONSULTING, INC. will be supplied with certain information and/or data by CLIENT and/or others, and that LEIGHTON CONSULTING, INC. will rely on same. LEIGHTON CONSULTING, INC. shall not be responsible for verifying the accuracy of such information, unless the applicable Scope of Work Agreement provides for verification by LEIGHTON CONSULTING, INC..

**K. Provision of Information:** CLIENT shall immediately notify LEIGHTON CONSULTING, INC. in writing of any data, information or knowledge in the possession of or known to CLIENT relating or relevant to performance of the Services, including information relating to the actual or possible presence of hazardous materials. CLIENT recognizes that new information may require revision of LEIGHTON CONSULTING, INC.'s opinions or analyses.

**L. Timely Review and Comment:** CLIENT shall promptly review all documents, reports, data and recommendations submitted by LEIGHTON CONSULTING, INC. and shall communicate with LEIGHTON CONSULTING, INC. concerning such reviews to avoid delay in the performance of the Services.

**M. Headings and Construction:** Article and paragraph headings used herein are for the convenience of reference only and shall not affect the construction of any provision of this Agreement. Neither party hereto nor its respective counsel shall be deemed the drafter of this Agreement for purposes of construing the provisions hereof. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against any party hereto.

**N. Independent Contractor:** LEIGHTON CONSULTING, INC. shall perform services as an independent contractor and not an employee or agent of CLIENT.

**O. Notices:** Any and all notices and other communications hereunder shall be in writing and be deemed received when delivered, or forty-eight (48) hours after being mailed, via certified or registered mail, return receipt requested, postage prepaid, to the respective addresses set forth in the applicable Scope of Work Agreement, or to such other addresses as either of the parties hereto may from time to time designate in writing to the other party.

SECTION III: FIELD WORK TERMS

**A. Access:** CLIENT warrants that it has or will obtain, timely access for LEIGHTON CONSULTING, INC. to all necessary areas of the LOCATION and any other property necessary for the performance of the Services.

**B. Site Characteristics and Hazards:** CLIENT will provide LEIGHTON CONSULTING, INC. with and LEIGHTON CONSULTING, INC. can rely on all relevant information available concerning the LOCATION, including, without limitation, any past or present uses, site and facility diagrams, facts concerning previous conditions or incidents which could affect the Services or LEIGHTON CONSULTING, INC.'s opinions; prior studies and assessments and compliance issues.

**C. Repairs, Cleanup and Field Corrections:** LEIGHTON CONSULTING, INC. will use all reasonable care to minimize damage to the LOCATION and other properties, but has included only customary site cleanup in the Scope of Work Agreement. CLIENT is responsible for identifying and locating underground structures, and agrees to defend, indemnify and hold LEIGHTON CONSULTING, INC. harmless from and against all liability, losses or costs resulting from damage to or destruction of underground structures not properly located and marked. CLIENT recognizes that performance of the Services may result in the necessity of some repairs, extra cleanup or field corrections and agrees to compensate LEIGHTON CONSULTING, INC. for the same as if it were included in the Scope of Work Agreement.

**D. Safety Equipment and Samples:** If special safety equipment is required to protect personnel, such equipment will be purchased at the CLIENT's expense. Upon completion of the Services, all such equipment shall remain CLIENT's property and shall be returned to CLIENT for proper disposal. All samples taken, including contaminated materials and decontamination fluids, shall remain the property of the CLIENT and shall be returned to the CLIENT at the conclusion of the project for proper disposal by the CLIENT.

**E. Removal Materials:** All materials removed from boreholes or trenches will be placed in suitable storage containers, if necessary, and left onsite. Contaminated materials will be stored separately from non-contaminated materials, if this determination can be made with appropriate field equipment. An appropriate label will be attached to each

container identified as holding contaminated or possibly contaminated materials. Proper disposal of the containers and their contents is the sole responsibility of the CLIENT.

**F. Groundwater:** All groundwater removed from a monitoring well will be stored in containers on site. An appropriate label will be attached to each container. Following chemical analysis of a sample from the monitoring well or container, LEIGHTON CONSULTING, INC. will notify the CLIENT of analyses results. Proper disposal of containers and contents is the sole responsibility of the CLIENT.

**G. Standby Costs:** CLIENT shall pay LEIGHTON CONSULTING, INC. the standby rate set forth in the Scope of Work Agreement for field personnel and for drilling equipment in the event of stoppage of work in the field due to: (1) request by CLIENT, or (2) governmental agency order, or (3) unreported or unanticipated conditions at the site which, in the sole opinion of LEIGHTON CONSULTING, INC., constitute a hazard to personnel and/or equipment in the performance of the investigation.

**H. Waste Removal and Disposal:** CLIENT shall be solely responsible for the selection of disposal sites, removal, transportation, handling, management, packaging, labeling, storage, treatment, labeling, manifesting and disposal of any waste or hazardous materials, including samples produced or encountered in the performance of the Services as well as all associated documentation connected therewith. LEIGHTON CONSULTING, INC. shall follow CLIENT's instructions with respect to such waste, and shall assist CLIENT as specified in the Scope of Work Agreement.

**I. Hazardous Substances or Conditions:** CLIENT agrees to advise LEIGHTON CONSULTING, INC. in writing if any Services are to be performed in an area where hazardous or toxic substances or conditions may or are likely to be encountered. CLIENT further agrees that, if such substances or conditions are encountered, such event shall constitute a changed condition necessitating a revision to the Scope of Work Agreement to include all necessary additional Services and to resolve all health and safety concerns posed by such substances or conditions, or termination of the services. CLIENT will defend, indemnify and hold LEIGHTON CONSULTING, INC. harmless from any cost, claim, liability or injury including delay, associated with discovery of unanticipated hazardous materials on any disclosure of any such materials required by law or regulation.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date first written above.

**LEIGHTON CONSULTING, INC.**

**STK ARCHITECTURE, INC.**



\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Please type or clearly print name and title

G.V. Salts, COO  
\_\_\_\_\_  
Please type or clearly print name and title

Date: \_\_\_\_\_

Date: 2/10/2021



Leighton

# 2017 PROFESSIONAL FEE SCHEDULE

| CLASSIFICATION  | \$/HR | CLASSIFICATION  | \$/HR |
|---|-------|---|-------|
| Technician I  | 77    | Project Administrator/Word Processor/Dispatcher       | 72    |
| Technician II / Special Inspector                                   | 86    | Information Specialist                                | 99    |
| Senior Technician / Senior Special Inspector                        | 95    | CAD Operator  | 108   |
| Prevailing Wage (field soils / materials tester) *                  | 122   | GIS Specialist  | 126   |
| Prevailing Wage (Special Inspector) *                               | 126   | Staff Engineer / Geologist / Scientist                | 131   |
| Prevailing Wage (Source Inspector, NDT, and Soil Remediation O&M) * | 131   | Senior Staff Engineer / Geologist / Scientist / ASMR  | 140   |
| System Operation & Maintenance (O&M) Specialist                     | 126   | Operations / Laboratory Manager                       | 158   |
| Non Destructive Testing (NDT)                                       | 131   | Project Engineer / Geologist / Scientist              | 158   |
| Deputy Inspector  | 128   | Senior Project Engineer / Geologist / Scientist / SMR | 176   |
| Field / Laboratory Supervisor                                       | 126   | Associate   | 194   |
| Source Inspector I  | 122   | Principal   | 212   |
| Source Inspector II   | 126   | Senior Principal                                      | 248   |
| Source Inspector III  | 131   |   |       |

\* See Prevailing Wages in Terms and Conditions

## GEOTECHNICAL LABORATORY TESTING

| METHOD  | \$/TEST | METHOD   | \$/TEST |
|---|---------|--|---------|
| <b>CLASSIFICATION &amp; INDEX PROPERTIES</b>  |         | California Bearing Ratio (CBR, ASTM D1883):  |         |
| Photograph of sample  | 10      | - 3 point  | 500     |
| Moisture content (ASTM D2216)   | 20      | - 1 point  | 185     |
| Moisture & density (ASTM D2937) ring samples  | 30      | R-Value (CTM 301) untreated  | 310     |
| Moisture & density (ASTM D2937) Shelby tube or cutting                                | 40      | R-Value (CTM 301) lime or cement treated soils                                     | 340     |
| Atterberg limits (ASTM D4318) 3 points:   | 150     |  |         |
| - Single point, non-plastic   | 85      |  |         |
| - Atterberg limits (organic ASTM D2487 / 4318)  | 180     |  |         |
| - Visual classification as non-plastic (ASTMD 2488)                                   | 10      |  |         |
| Particle size:  |         |  |         |
| - Sieve only 1½ inch to #200, (ASTM D6913/CTM 202)                                    | 135     |  |         |
| - Large sieve – 6 inch to #200 (ASTM D6913/CTM 202)                                   | 175     |  |         |
| - Hydrometer only (ASTM D422)   | 110     |  |         |
| - Sieve + hydrometer (≤3" sieve, ASTM D422)   | 185     |  |         |
| - Percent passing #200 sieve, wash only (ASTM D1140)                                  | 70      |  |         |
| Specific gravity-fine (passing #4, ASTM D854/CTM 207)                                 | 125     |  |         |
| Specific gravity-coarse (ASTM C127/CTM 206) > #4 retained:                            | 100     |  |         |
| - Total porosity - on Shelby tube sample (calculated from density & specific gravity) | 165     |  |         |
| - Total porosity - on other sample  | 155     |  |         |
| Shrinkage limits (wax method, ASTM D4943)   | 126     |  |         |
| Pinhole dispersion (ASTM D4647)   | 210     |  |         |
| Dispersive characteristics (double hydrometer ASTM D4221)                             | 90      |  |         |
| As-received moisture & density (chunk/carved samples)                                 | 60      |  |         |
| Sand Equivalent (SE, ASTM D2419/CTM 217)  | 105     |  |         |
| <b>COMPACTION &amp; PAVEMENT SUBGRADE TESTS</b>                                       |         |  |         |
| Standard Proctor compaction, (ASTM D698) 4 points:                                    |         |  |         |
| - 4 inch diameter mold (Methods A & B)  | 160     |  |         |
| - 6 inch diameter mold (Method C)   | 215     |  |         |
| Modified Proctor compaction (ASTM D1557) 4 points:                                    |         |  |         |
| - 4 inch diameter mold (Methods A & B)  | 220     |  |         |
| - 6 inch diameter mold (Method C)   | 245     |  |         |
| Check point (per point)   | 65      |  |         |
| Relative compaction of untreated/treated soils/aggregates (CTM 216)                   | 250     |  |         |
| Relative density (0.1 ft mold, ASTM D4253, D4254)                                     | 235     |  |         |
|   |         | <b>SOIL CHEMISTRY &amp; CORROSION</b>  |         |
|   |         | pH Method A (ASTM 4972 or CTM 643)   | 45      |
|   |         | Electrical resistivity – single point – as received moisture                       | 45      |
|   |         | Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)                  | 90      |
|   |         | pH + minimum resistivity (CTM 643)   | 130     |
|   |         | Sulfate content - gravimetric (CTM 417 B Part II)                                  | 70      |
|   |         | Sulfate screen (Hach®)   | 30      |
|   |         | Chloride content (AASHTO T291/CTM 422)   | 70      |
|   |         | Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)              | 245     |
|   |         | Organic matter content (ASTM 2974)   | 65      |
|   |         | <b>SHEAR STRENGTH</b>  |         |
|   |         | Pocket penetrometer  | 15      |
|   |         | Direct shear (ASTM D3080, mod., 3 points):   |         |
|   |         | - Consolidated undrained - 0.05 inch/min (CU)                                      | 285     |
|   |         | - Consolidated drained - <0.05 inch/min (CD)                                       | 345     |
|   |         | - Residual shear EM 1110-2-1906-IXA  | 50      |
|   |         | (price per each additional pass after shear)                                       |         |
|   |         | Remolding or hand trimming of specimens (3 points)                                 | 90      |
|   |         | Oriented or block hand trimming (per hour)   | 65      |
|   |         | Single point shear   | 105     |
|   |         | Torsional shear (ASTM D6467 / ASTM D7608)  | 820     |
|   |         | <b>CONSOLIDATION &amp; EXPANSION/SWELL TESTS</b>                                   |         |
|   |         | Consolidation (ASTM D2435):  | 195     |
|   |         | - Each additional time curve   | 45      |
|   |         | - Each additional load/unload w/o time reading                                     | 40      |
|   |         | Expansion Index (EI, ASTM D4829)   | 130     |
|   |         | Swelling/collapse – Method A (ASTM D4546-A, up to 10 load/unloads w/o time curves) | 290     |
|   |         | Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only)   | 105     |

| METHOD   | \$/TEST | METHOD   | \$/TEST |
|--|---------|--|---------|
| <b>TRIAXIAL TESTS</b>  |         | <b>HYDRAULIC CONDUCTIVITY TESTS</b>  |         |
| Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)   | 135     | Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D 5084, falling head Method C): | 310     |
| Unconsolidated undrained triaxial compression test on cohesive soils (USACE Q test, ASTM D2850, per confining stress)  | 170     | - Each additional effective stress   | 120     |
| Consolidated undrained triaxial compression test for cohesive soils, (ASTM D4767, CU, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress) | 375     | - Hand trimming of soil samples for horizontal K   | 60      |
| Consolidated drained triaxial compression test (CD, USACE S test), with volume change measurement. Price per soil type below EM 1110-2-1906(X):  |         | Remolding of test specimens  | 65      |
| - Sand or silty sand soils (per confining stress)  | 375     | Permeability of granular soils (ASTM D2434)  | 135     |
| - Silt or clayey sand soils (per confining stress)   | 500     | <b>SOIL-CEMENT</b>   |         |
| - Clay soils (per confining stress)  | 705     | Moisture-density curve for soil-cement mixtures (ASTM D558)  | 240     |
| - Three-stage triaxial (sand or silty sand soils)  | 655     | Wet-dry durability of soil-cement mixtures (ASTM D559) <sup>1</sup>  | 1,205   |
| - Three-stage triaxial (silt or clayey sand soils)   | 875     | Compressive strength of molded soil-cement cylinders (ASTM D1633) per cylinder <sup>1</sup>  | 60      |
| - Three-stage triaxial (clay soils)  | 1,235   | Soil-cement remolded specimen (for shear strength, consolidation, etc.) <sup>1</sup>   | 235     |
| Remolding of test specimens  | 65      | <sup>1</sup> Compaction (ASTM D558 maximum density) should also be performed – not included in above price   |         |

### CONSTRUCTION MATERIALS LABORATORY TESTING

|   |         |  |       |
|---|---------|--|-------|
| SAMPLE TRANSPORT  | \$/TRIP | Rubberized asphalt (add to above rates)  | + 25% |
| Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office)         | 90      | <b>AGGREGATE PROPERTIES</b>  |       |
| METHOD  | \$/TEST | Sieve analysis (fine & coarse aggregate, ASTM C136/ CTM 202) with finer than #200 wash (ASTM C117) | 135   |
| <b>CONCRETE STRENGTH CHARACTERISTICS</b>  |         | LA Rattler-smaller coarse aggregate <1.5" (ASTM C131/ AASHTO T96)                                  | 200   |
| Concrete cylinders compression (ASTM C39) (6" x 12")                                  | 25      | LA Rattler-larger coarse aggregate 1-3" (ASTM C535)  | 250   |
| Concrete cylinders compression (ASTM C39) (4" x 8")                                   | 22      | Durability Index (DI, CTM 229)   | 200   |
| Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)              | 40      | Cleanliness value of coarse aggregate (CTM 227)  | 210   |
| Trimming concrete cores (per core)  | 20      | Unit weight of aggregate (CTM 212)   | 50    |
| Flexural strength of concrete (simple beam with 3rd pt. loading, ASTM C78/CTM 523)    | 85      | Soundness, magnesium (ASTM C88)  | 225   |
| Flexural strength of concrete (simple beam with center pt. loading, ASTM 293/CTM 523) | 85      | Soundness, sodium  | 650   |
| Non shrink grout cubes (2 inch, ASTM C109/C1107)                                      | 25      | Uncompacted void content – fine aggregate (CTM 234/AASHTO T304)                                    | 130   |
| Drying shrinkage (four readings, up to 90 days, 3 bars, ASTM C157)                    | 400     | Flat & elongated particles in coarse aggregate (CTM 235/ASTM D4791)                                | 215   |
| <b>HOT MIX ASPHALT (HMA)</b>  |         | Percent of crushed particles (CTM 205/AASHTO T335)   | 135   |
| Compacted AC Resistance to Moist Damage (AASHTO T283)                                 | 2,100   | Organic impurities in concrete sand (CTM 213)  | 60    |
| Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)                                  | 900     | Specific gravity – coarse aggregate (CTM 206)  | 100   |
| Gyratory Compaction (AASHTO T312)   | 350     | Specific gravity – fine aggregate (CTM 207)  | 125   |
| Extraction by ignition oven, percent asphalt (ASTM D6307/CTM 382/AASHTO T308)         | 150     | Sand Equivalent (SE, CTM 217/AASHTO T176)  | 105   |
| Ignition oven correction/correlation values   | quote   | Apparent specific gravity of fine aggregate (CTM 208)  | 130   |
| Extraction by centrifuge, percent asphalt (ASTM D2172)                                | 150     | Moisture content of aggregates by oven drying (CTM 226/AASHTO T255)                                | 40    |
| Gradation of extracted aggregate (ASTM D5444/CTM 202)                                 | 135     | Clay lumps, friable particles (ASTM C142)  | 175   |
| Stabilometer value (CTM 366)  | 265     | <b>MASONRY</b>   |       |
| Bituminous mixture preparation (CTM 304)  | 80      | Mortar cylinders (2" by 4", ASTM C780)   | 25    |
| Moisture content of asphalt (CTM 370)   | 60      | Grout prisms (3" by 6", ASTM C1019)  | 25    |
| Bulk specific gravity – molded specimen or cores (ASTM D1188/CTM 308/AASHTO T275)     | 55      | Masonry cores compression, ≤6" diameter (testing only, ASTM C42)                                   | 40    |
| Maximum density - Hveem (CTM 308)   | 200     | CMU compression to size 8" x 8" x 16" (3 required, ASTM C140)                                      | 45    |
| Theoretical maximum density and specific gravity of HMA (CTM 309/AASHTO T209)         | 130     | CMU moisture content, absorption & unit weight (6 required, ASTM C140)                             | 40    |
| Thickness or height of compacted bituminous paving mixture specimens (ASTM 3549)      | 40      | CMU linear drying shrinkage (ASTM C426)  | 175   |
|   |         | CMU grouted prisms (compression test ≤8" x 8" x 16", ASTM E 447 C1314)                             | 180   |
|   |         | CMU grouted prisms (compression test > 8" x 8" x 16", ASTM E 447 C1314)                            | 250   |
|   |         | Masonry core-shear, Title 24 (test only)   | 70    |

| METHOD   | \$/TEST | METHOD   | \$/TEST |
|--|---------|--|---------|
| <b>BRICK</b>   |         | Prestressing wire, tension (ASTM A416)                     | 150     |
| Compression (cost for each, 5 required, ASTM C67)                  | 40      | Sample preparation (cutting)                               | 50      |
| <b>SLAB-ON-GRADE MOISTURE EMISSION KIT</b>                         |         | <b>SPRAY APPLIED FIREPROOFING</b>                          |         |
| Moisture test kit (excludes labor to perform test, ASTM E1907)     | 60      | Unit weight (density, ASTM E605)                           | 60      |
| <b>REINFORCING STEEL</b>   |         | <b>OTHER TESTS</b>   |         |
| Rebar tensile test, ≤ up to No. 10 (ASTM A370)                     | 45      | Resistance Butt-Welded Hoops/Bars, up to No. 10 (CTM 670)  | 180     |
| Rebar tensile test, ≥No. 11 & over (ASTM A370)                     | 100     | Resistance Butt-Welded Hoops/Bars, No. 11 & over (CTM 670) | 240     |
| Rebar bend test, up to No. 11 (ASTM A370)                          | 45      | Mechanical Rebar Splice (Service), up to No. 10 (CTM 670)  | 180     |
| Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775) | 45      | Post-Tensioned Bars (ASTM A772)                            | 420     |
| Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775)     | 65      | Elastometric Bearing Pads (Caltrans SS 51/SP)              | 1620    |
| Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775) | 45      | Joint Seal Type B, MR1"/MR2" (Caltrans SS 51/SP)           | 1960    |
| <b>STEEL</b>   |         | 100W HPS Lighting (Caltrans RSS 86)                        | 1296    |
| Tensile strength, ≤100,000 pounds axial load (ASTM A370)           | 45      | Bearing Plates (A536)                                      | 720     |

### EQUIPMENT, SUPPLIES & MATERIALS

|  | \$/UNIT   |  | \$/UNIT    |
|--|-----------|--|------------|
| 1/4 inch Grab plates                             | 5 each    | Manometer  | 25 day     |
| 1/4 inch Tubing (bonded)                         | 0.55 foot | Mileage (IRS Allowable)  | 0.535 mile |
| 1/4 inch Tubing (single)                         | 0.35 foot | Nuclear moisture and density gauge                                     | 88 day     |
| 3/8 inch Tubing, clear vinyl                     | 0.55 foot | Pachometer   | 25 day     |
| 4-Gas meter (RKI Eagle or similar)/GEM 2000      | 130 day   | Particulate Monitor  | 125 day    |
| Air flow meter and purge pump (200 cc/min)       | 50 day    | pH/Conductivity/Temperature meter                                      | 55 day     |
| Box of 24 soil drive-sample rings                | 120 box   | Photo-Ionization Detector (PID)  | 120 day    |
| Brass sample tubes                               | 10 each   | Pump, Typhoon 2 or 4 stage   | 50 day     |
| Caution tape (1000-foot roll)                    | 20 each   | QED bladder pump w/QED control box                                     | 160 day    |
| Combination lock or padlock                      | 11 each   | Resistivity field meter & pins   | 50 day     |
| Compressed air tank and regulator                | 50 day    | Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40        | 15 each    |
| Concrete coring machine (≤6-inch-dia)            | 150 day   | Slope inclinometer   | 200 day    |
| Consumables (gloves, rope, soap, tape, etc.)     | 35 day    | Soil sampling T-handle (Encore)  | 10 day     |
| Core sample boxes                                | 11 each   | Soil sampling tripod   | 35 day     |
| Crack monitor                                    | 25 each   | Stainless steel bailer   | 40 day     |
| Cutoff saws, reciprocating, electric (Saws All)  | 75 day    | Submersible pump, 10 gpm, high powered Grundfos 2-inch with controller | 160 day    |
| Disposable bailers                               | 12 each   | Submersible pump/transfer pump, 10-25 gpm                              | 50 day     |
| Disposable bladders                              | 10 each   | Support service truck usage (well installation, etc.)                  | 200 day    |
| Dissolved oxygen meter                           | 45 day    | Survey/fence stakes  | 8 each     |
| DOT 55-gallon containment drum with lid          | 65 each   | Tedlar® bags   | 18 each    |
| Double-ring infiltrometer                        | 125 day   | Traffic cones (≤25)/barricades (single lane)                           | 50 day     |
| Dual-stage interface probe                       | 80 day    | Turbidity meter  | 70 day     |
| Dynamic Cone Penetrometer                        | 400 day   | Tyvek® suit (each)   | 18 each    |
| Generator, portable gasoline fueled, 3,500 watts | 90 day    | Vapor sampling box   | 55 day     |
| Global Positioning System/Laser Range Finder     | 80 day    | Vehicle usage (carrying equipment)                                     | 20 hour    |
| Hand auger set                                   | 90 day    | VelociCalc   | 35 day     |
| HDPE safety fence (≤100 feet)                    | 40 roll   | Visqueen (20 x 100 feet)   | 100 roll   |
| Horiba U-51 water quality meter                  | 135 day   | Water level indicator (electronic well sounder) <300 feet deep well    | 60 day     |
| Magnahelic gauge                                 | 15 day    | ZIPLEVEL®  | 15 day     |

Other specialized geotechnical and environmental testing & monitoring equipment are available, and priced per site

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**TERMS & CONDITIONS**

- **Expiration:** For all classifications except those subject to prevailing wage, this fee schedule is effective through December 31, 2017 after which remaining work will be billed at then-current rates.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in the attached proposal.
- **Prevailing Wages:** Our fees for prevailing wage work are subject to change at any time based upon the project advertised date, and changes in California prevailing wage laws or wage rates. Prevailing wage time accrued will include portal to portal travel time. Prevailing wage rates are subject to increase after June 30, 2017.
- **Overtime:** Overtime for field personnel will be charged at 1.5 times basic hourly rates when exceeding 8 hours up to 12 hours per 24 hour interval, and 2 times basic hourly rates when exceeding 12 hours in 24 hours or on Sunday, and 3 times basic hourly rates on California official holidays.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or Material Testing Services:
  - 4 hours: 4-hour minimum charge up to the first four hours of work
  - 8 hours: 8-hour minimum charge for over four hours of work, up to eight hours
- **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client.
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Leighton's liability equal to our total fees for a given project.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting.

## INFORMATION FOR CLIENTS REGARDING LEIGHTON CONSULTING'S SERVICES

We provide technical consulting services in the field of geotechnical engineering. As consultants, we provide professional opinions based on limited observations and often-changing conditions. Due to the nature of our work, there are unavoidable risks. We call your attention specifically to the following points:

- ❖ Our professional opinions will be based in part upon data obtained from a limited number of soil and/or other samples, tests analyses, histories of occurrences, spaced subsurface explorations and limited numbers of historical events and observations. Such information is necessarily limited and incomplete.
- ❖ The accuracy, value and analytical significance of borings and other field and laboratory procedures and data relate only to their specific time and location. The nature of many sites is such that differing characteristics can be experienced within small distances and under various climatic conditions. Greater accuracy is obtained when the number and frequency of procedures and analyses are increased, but we recognize the necessity of budgetary constraints, and have agreed with you on the Scope of Work Agreement taking into account such constraints.
- ❖ If conditions, change, unexpected events occur, or variations or latent conditions are later discovered, they may have an impact on the way systems perform, and/or it will be necessary to reevaluate conclusions and recommendations. Such impacts may also necessitate a change in the applicable Scope(s) of Work.
- ❖ The Services involve tests, calculations, analyses and procedures, which are in a constant of development and refinement. Evaluative techniques are evolving.
- ❖ Modifications of procedures have been made in the past, and are now being made, and are expected to continue to be made in the future. Standards existing at present may be revised as knowledge increases and the state of the practice in our profession continues to improve.
- ❖ At times, clients elect to utilize new, state of the art, or innovative techniques, system, or approaches for cost, schedule or other reasons. Sometimes governmental or regulatory agencies will allow the use of a new technique, process, or system before it has been thoroughly tested. If you elect to use unproven or new techniques, they may fail, despite the exercise of due care on our part, and despite agency approvals.
- ❖ Our work products shall be based solely upon the Services described in the Scope of Work Agreement, and not on tasks, procedures or tests beyond the scope of described Services on the time and budgetary constraints reflected in the Scope of Work Agreement.

Because of the inherent risks and uncertainties in our Services, our contract contains specific limitations of liability. Leighton cannot guarantee that geotechnical services or opinions will prove adequate and the client assumes the risk of failure of such services.

**We appreciate your business and look  
forward to working with you**



Leighton Consulting, Inc.  
A LEIGHTON GROUP COMPANY

**INVOICE****Leighton Consulting, Inc.**

A California Corp.: Federal ID No.: 73-1650031

C85778M

STK Architecture, Inc.  
42095 Zevo Drive, Suite A15  
Temecula, CA 92590

Invoice Date: May 12, 2021

Invoice Number: 44997

Client Contract / PO

Client PM G. V. Salts

Leighton Project No.: 12184.003

Project Manager: Luis Perez-Milicua

PM Email Address: lperez-milicua@leightongroup.com

Charges through: 4/30/2021

**SERVICES RENDERED**

SWA signed 2/10/21; MSA C85778M effective 9/9/20.

Fire Station 205  
1485 South Willow Avenue  
City of Rialto, San Bernardino County, California

Geotechnical Testing Performed on 9/9/20 and 9/14/20 (\$ 488.00)  
Completion of Infiltration Evaluation (\$3,600.00)  
Final Compaction Report (\$1,311.80)  
Geo Observation During Infiltration Trench Construction (\$1,639.50)

Invoice Total: \$ 7,039.30

|                       |           |                 |
|-----------------------|-----------|-----------------|
| Professional Services | \$        | <u>7,039.30</u> |
| <b>AMOUNT DUE</b>     | <b>\$</b> | <b>7,039.30</b> |

**REMIT TO:**

Leighton Consulting, Inc.  
17781 COWAN  
IRVINE, CA 92614

For questions concerning this invoice or EFT information:

Please contact Leighton Consulting, Inc. at

(949) 681-4240

acctreceivable@Leightongroup.com



| Professional Fees   | Title                      | Date     | Rate      | Hours |           |                 |
|---|----------------------------|----------|-----------|-------|-----------|-----------------|
| <b>106 Project Setup Review/Quality Planning</b>                |                            |          |           |       | <b>\$</b> | <b>237.00</b>   |
| Luis Perez-Milicua  | Project<br>Eng/Geo/Sci Mgr | 02/09/21 | \$ 158.00 | 1.00  | \$        | 158.00          |
| Luis Perez-Milicua  | Project<br>Eng/Geo/Sci Mgr | 02/10/21 | \$ 158.00 | .50   | \$        | 79.00           |
| <b>204 Groundwater -Exploration, Sampling and/or Monitoring</b> |                            |          |           |       | <b>\$</b> | <b>2,670.50</b> |
| Jose A Tapia  | Sr. Staff<br>Eng/Geo/Sci.  | 02/18/21 | \$ 140.00 | 9.25  | \$        | 1,295.00        |
| Jose A Tapia  | Staff Eng/Geo/Sci          | 03/29/21 | \$ 131.00 | 8.00  | \$        | 1,048.00        |
| Jose A Tapia  | Staff Eng/Geo/Sci          | 04/01/21 | \$ 131.00 | 2.50  | \$        | 327.50          |
| <b>300 Data Evaluation &amp; Analysis</b>                       |                            |          |           |       | <b>\$</b> | <b>661.00</b>   |
| Jason D. Hertzberg  | Principal                  | 02/16/21 | \$ 212.00 | .50   | \$        | 106.00          |
| Luis Perez-Milicua  | Project<br>Eng/Geo/Sci Mgr | 02/18/21 | \$ 158.00 | 1.00  | \$        | 158.00          |
| Luis Perez-Milicua  | Project<br>Eng/Geo/Sci Mgr | 02/19/21 | \$ 158.00 | .50   | \$        | 79.00           |
| Jason D. Hertzberg  | Principal                  | 03/08/21 | \$ 212.00 | 1.00  | \$        | 212.00          |
| Jason D. Hertzberg  | Principal                  | 03/16/21 | \$ 212.00 | .50   | \$        | 106.00          |
| <b>301 Map/Cross Section/Illustration/gINT/Log Plan</b>         |                            |          |           |       | <b>\$</b> | <b>534.00</b>   |
| Jose A Tapia  | Sr. Staff<br>Eng/Geo/Sci.  | 02/19/21 | \$ 140.00 | 1.00  | \$        | 140.00          |
| Jose A Tapia  | Sr. Staff<br>Eng/Geo/Sci.  | 02/22/21 | \$ 140.00 | .50   | \$        | 70.00           |
| Buu Q. Tran   | CAD Operator               | 02/22/21 | \$ 108.00 | 1.00  | \$        | 108.00          |
| Kiran Manchikanti   | CAD Operator               | 03/19/21 | \$ 108.00 | 1.00  | \$        | 108.00          |
| Kiran Manchikanti   | CAD Operator               | 03/22/21 | \$ 108.00 | 1.00  | \$        | 108.00          |
| <b>421 Special Field Testing Services</b>                       |                            |          |           |       | <b>\$</b> | <b>560.00</b>   |
| Luis Perez-Milicua  | Sr. Staff<br>Eng/Geo/Sci.  | 02/18/21 | \$ 140.00 | 4.00  | \$        | 560.00          |
| <b>500 Office/Report</b>  |                            |          |           |       | <b>\$</b> | <b>553.00</b>   |
| Luis Perez-Milicua  | Project<br>Eng/Geo/Sci Mgr | 02/24/21 | \$ 158.00 | 3.00  | \$        | 474.00          |
| Luis Perez-Milicua  | Project<br>Eng/Geo/Sci Mgr | 03/19/21 | \$ 158.00 | .50   | \$        | 79.00           |
| <b>501 Report Preparation/Production</b>                        |                            |          |           |       | <b>\$</b> | <b>912.00</b>   |
| Jose A Tapia  | Sr. Staff<br>Eng/Geo/Sci.  | 01/25/21 | \$ 140.00 | 2.50  | \$        | 350.00          |
| Rhonda Macomber   | Word Proc/Proj<br>Admin    | 02/12/21 | \$ 72.00  | 1.00  | \$        | 72.00           |
| Jose A Tapia  | Sr. Staff<br>Eng/Geo/Sci.  | 02/22/21 | \$ 140.00 | 3.50  | \$        | 490.00          |
| <b>502 Project Administration</b>                               |                            |          |           |       | <b>\$</b> | <b>28.80</b>    |
| Vika Malu   | Word Proc/Proj<br>Admin    | 02/12/21 | \$ 72.00  | .40   | \$        | 28.80           |



Leighton Consulting, Inc.

EXHIBIT A

Client: STK Architecture, Inc.

Invoice No.: 44997

Invoice Date: 5/12/2021

| <b>Professional Fees</b>                                 | <b>Title</b>                     | <b>Date</b> | <b>Rate</b> | <b>Hours</b> |           |                 |
|--|----------------------------------|-------------|-------------|--------------|-----------|-----------------|
| <b>503 Project Management</b>                            |                                  |             |             |              | <b>\$</b> | <b>158.00</b>   |
| Luis Perez-Milicua                                       | Project<br>Eng/Geo/Sci Mgr       | 02/15/21    | \$ 158.00   | .50          | \$        | 79.00           |
| Luis Perez-Milicua                                       | Project<br>Eng/Geo/Sci Mgr       | 03/03/21    | \$ 158.00   | .50          | \$        | 79.00           |
| <b>511 Project Team Meeting/Conferencing</b>             |                                  |             |             |              | <b>\$</b> | <b>79.00</b>    |
| Luis Perez-Milicua                                       | Project<br>Eng/Geo/Sci Mgr       | 03/08/21    | \$ 158.00   | .50          | \$        | 79.00           |
| <b>522 External Document Review</b>                      |                                  |             |             |              | <b>\$</b> | <b>158.00</b>   |
| Luis Perez-Milicua                                       | Project<br>Eng/Geo/Sci Mgr       | 03/15/21    | \$ 158.00   | .50          | \$        | 79.00           |
| Luis Perez-Milicua                                       | Project<br>Eng/Geo/Sci Mgr       | 03/23/21    | \$ 158.00   | .50          | \$        | 79.00           |
| <b>P403 PW - Post Grading-Onsite Observation/Testing</b> |                                  |             |             |              | <b>\$</b> | <b>488.00</b>   |
| Jeffrey David Olson                                      | PW - Soil/Concrete<br>Technician | 09/09/20    | \$ 122.00   | 2.00         | \$        | 244.00          |
| Jeffrey David Olson                                      | PW - Soil/Concrete<br>Technician | 09/14/20    | \$ 122.00   | 2.00         | \$        | 244.00          |
| <b>Total Charges for This Invoice</b>                    |                                  |             |             |              | <b>\$</b> | <b>7,039.30</b> |



Leighton Consulting, Inc.  
A LEIGHTON GROUP COMPANY

April 30, 2021

Proposal No. RC21-035b

STK Architecture, Inc.  
42095 Zevo Drive, Suite A15  
Temecula, California 92590

Attention: Mr. G.V. Salts

**Subject: Proposal for Geotechnical Observation and Testing  
Installation of 24" Diameter RCP Pipe at Fire Station 205  
1485 South Willow Avenue  
City of Rialto, San Bernardino County, California**

In response to your *Request for Proposal*, dated April 14, 2021, Leighton Consulting, Inc. is pleased to present this proposal to provide geotechnical observation and testing services during the installation of a 24-inch diameter RCP pipe at the existing Fire Station 205 located at 1485 South Willow Avenue in the City of Rialto, California. This is a scope and fee proposal only. Upon request, we can send you information regarding our qualifications.

### **Project Description**

This proposal is based on our current understanding of the project attained from the *Request for Proposal* from STK, dated April 14, 2021. We understand that the proposed construction consists of installation of a 24-inch diameter RCP pipe and construction of a concrete spillway from the existing infiltration basin, located in the southern portion of the site, to the adjacent San Bernardino County Flood Control Channel. We understand that construction is estimated to take 30 days.

## **Proposed Scope of Work**

Our scope of services during construction will consist of geotechnical observation and testing in the field and laboratory and fresh concrete sampling and laboratory testing.

Site safety is the responsibility of the contractor. Therefore, we will notify your site representative whenever we are on site. We will provide our field representatives with conventional and customary personal protection for construction sites, including a hard hat, orange vest and eye protection, and they will wear hard sole shoes. Let us know if any additional personal protection is required specific to this site and project. Our field personnel will also check back in at the project field-office on-site, upon completion of activities for the day. Our *Daily Field Reports* (DFRs) will be brought to the project superintendent or designated field representative (e.g. your construction manager/inspector), for their signature on the DFR to document their confirmation and comprehension of what was reported.

Our proposed scope of work during construction includes the following:

- **Geotechnical Observation and Testing:** We will provide geotechnical observation and testing of compacted backfill as your schedule requires. Our services will be provided on an as-requested basis. During construction, we anticipate that our services will be full-time. We will also conduct laboratory testing for maximum dry density and optimum moisture content and other laboratory tests as needed.
- **Concrete Sampling:** We will provide sampling and field-testing of fresh concrete at the site during concrete pours. We assume that batch plant inspection will not be required. We will provide field technicians that have been certified by American Concrete Institute (ACI) for fresh concrete sampling and field testing on site. Our field technician will sample fresh concrete (ASTM C172), perform slump tests (ASTM C143) and possibly (if requested) air content tests (ASTM C173). Concrete compressive strength cylinders will also be molded in accordance with ASTM C31, by our representative, at a sampling frequency in accordance with the project manual. After initial field curing, we will transport hardened concrete cylinders from the site to our in-house materials laboratory.
- **Project Management and Reporting:** We will coordinate our field personnel and provide administrative support services. We will also provide geotechnical management, supervision and internal quality control. DFRs written by our technicians in the field will be reviewed and prepared for distribution. Laboratory test

results will also be reviewed and distributed. Concerns encountered in the field and noted on DFRs, and any material tested and found not to conform to project specifications, will be brought to the attention of your project superintendent or designated representative.

We request at least 24-hour (one working day) notice for scheduling our field technicians, to allow us to provide appropriately qualified personnel. Calls to our dispatch (866-Leighton) after 3:00 pm (prior work day) or on weekends and holidays are not addressed until the first following work day, without prior arrangement. We will partner with you to manage our time-and-expense budget by working to reduce site trips and standby time, and scheduling field personnel who can perform multiple tasks, when applicable.

### **Fee Estimate**

The proposed geotechnical observation and testing services will be performed on a time-and-expense basis at unit rates listed on the attached *2017 Professional Fee Schedule*. Our budgeted hourly rates are based on the assumption that this **is** a California prevailing wage project. Our on-site fees will be reduced if this project is not subject to California prevailing wage requirements. We have made several assumptions to establish an initial budget. A fee estimate breakdown is shown in the attached Table 1. We have estimated the following fee:

|  |                 |
|--|-----------------|
| <b>Geotechnical and Material Testing</b> | <b>\$ 8,700</b> |
|--|-----------------|

Actual scope and cost may vary from what we estimated, if additional time is required on site or if additional testing is required than assumed above. If actual number of our site visits and/or hours requested are less-than assumed, then our fees would be less-than estimated. Conversely, if there are numerous failed inspections, severe weather, extensive standby and/or unnecessary site visits, this budget estimate may be insufficient to complete the project, and we will notify you that our budget needs to be augmented. Additional testing not referenced in our estimated budget will be charged on a time and expense basis in accordance with our attached fee schedule.

A construction schedule can provide a basis for us to update our fee estimate. Changes to the plans and specifications could impact our scope and fee. Assumptions have been made in quantities and hours for estimating our costs. These assumptions are listed below:

- **No Overtime:** Our estimate does not include overtime charges. Overtime work (over 8 hours per day, weekends or holidays) will be billed in accordance with the attached discounted *2017 Professional Fee Schedule*, which may exceed our currently estimated budget.
- **Prevailing Wage:** We assume this project is governed by California prevailing wage requirements. Significant rate reductions can be implemented for field services if this is not a prevailing wage project.
- **Safe/Timely Access:** We assume the site will be readily and safely accessible without delay to our staff and field-testing equipment during construction, with free parking. We assume safe observation and testing locations, and access ladders, will be provided by the construction contractor or others.
- **No Off-Site Work:** It is assumed that there is not any off-site development associated with this tank replacement.
- **No Professional Consultation Budgeted:** Our estimate does not include costs for design consultation, plan reviews, third-party review, wet weather mitigation and/or response to comments of any regulatory agency.
- **Invoicing:** We assume that our standard invoice and breakdown of fees will be acceptable for payment. A typical copy can be provided upon request.
- **Relying on Provided Construction Design Documents:** We rely on others to provide and make us aware of approved plans and specifications modifications and updates. Changes to project drawings and specifications and updates to the construction schedule may affect our scope and budget.

### **Terms and Conditions**

Attached is a Scope of Work Agreement covering the proposed services. We propose to execute this contract under the terms and conditions of the existing Master Services Agreement between STK Architecture, Inc., and Leighton Consulting, Number C85778M, dated September 20, 2020. If the services are awarded to Leighton Consulting and the Scope of Work Agreement is acceptable to you, please have the attached Scope of Work Agreement executed by a duly authorized officer of your corporation and return one original to us. Your assent to our beginning work before the Agreement is fully executed constitutes your agreement that the terms and conditions of this Scope of Work are acceptable to you.

**Closing**

We appreciate the opportunity to be of continued service to STK Architecture, Inc. and the City of Rialto. If you have any questions or information that would update our scope of work, please call us at your convenience.

Respectfully submitted,

LEIGHTON CONSULTING, INC.



Luis Perez-Milicua, P.E.  
Project Engineer

GAR/LP/rsm

Attachments: Table 1 - Fee Estimate  
Scope of Work Agreement  
Professional Fee Schedule

Distribution: (1) Addressee

**SCOPE OF WORK AGREEMENT**

This Scope of Work, effective April 30, 2021, is, upon execution of the Parties, incorporated under **Master Services Agreement No. C85778M** and between Leighton Consulting, Inc. and STK Architecture, Inc., effective September 9, 2020. \_\_\_\_\_.

**PROJECT LOCATION:**

Fire Station 205, 1485 South Willow Avenue, City of Rialto, San Bernardino County, California

**DESCRIPTION OF SERVICES:**

Geotechnical Observation and Testing Installation of 24" Diameter RCP Pipe at Fire Station 205

**SCOPE OF WORK:**

See attached proposal dated April 30, 2021, Proposal No. RC21-035b

**LEIGHTON:**

Leighton Consulting, Inc.  
10532 Acacia Street, Suite B-6  
Rancho Cucamonga, California 91730  
Telephone: (909) 484-2205  
Email: [lperez-milicua@leightongroup.com](mailto:lperez-milicua@leightongroup.com)

Prime Contact: Mr. Luis Perez-Milicua

**CLIENT:**

STK Architecture, Inc.  
42095 Zevo Drive, Suite A15  
Temecula, California 92590  
Telephone: (951) 377-6009  
Email: [gvsalts@stkinc.com](mailto:gvsalts@stkinc.com)

Prime Contact: Mr. G.V. Salts

**FEE:**

The Services shall be undertaken on a time-and-materials basis for an estimated fee of Eight Thousand Seven Hundred Dollars (\$8,700). CLIENT will pay LEIGHTON for the Services in accordance with LEIGHTON's Professional Fee Schedule in effect at the time the Services are rendered.

I have reviewed and agree to this scope of work.

LEIGHTON CONSULTING, INC.

STK ARCHITECTURE, INC.

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

|   |
|---|
| <p><b>CLIENT ACKNOWLEDGES THAT THEY HAVE AND UNDERSTAND THE DOCUMENT ENTITLED "INFORMATION FOR CLIENTS REGARDING LEIGHTON'S SERVICES"</b></p> |
|---|



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Leighton Consulting, Inc.

Table 1 - Fee Estimate

## Rialto Fire Station 205

## Geotechnical Observation and Testing During Earthwork

Proposal # RC21-035b

| TASK DESCRIPTION  | RATE            | UNITS                          | COST              |
|---|-----------------|--------------------------------|-------------------|
| <b>Project Management</b>   |                 |                                |                   |
| Associate   | \$194.00 / hour | 1                              | \$194.00          |
| Senior Project Engineer   | \$176.00 / hour | 2                              | \$352.00          |
| Operations Manager  | \$158.00 / hour | 1                              | \$158.00          |
|   |                 | <b>SUBTOTAL</b>                | <b>\$862.00</b>   |
| <b>Geotechnical Observation and Testing</b>                                     |                 |                                |                   |
| Operations Manager  | \$158.00 / hour | 2                              | \$316.00          |
| Field Soils / Materials Tester [PW]      Soils                                  | \$122.00 / hour | 24                             | \$2,928.00        |
| Field Soils / Materials Tester [PW]      Concrete                               | \$122.00 / hour | 16                             | \$1,952.00        |
| Vehicle Usage   | \$20.00 / each  | 42                             | \$840.00          |
|   |                 | <b>SUBTOTAL</b>                | <b>\$6,036.00</b> |
| <b>Laboratory Testing</b>   |                 |                                |                   |
| Modified Proctor compaction 4 inch diameter mold (Methods A & B) (ASTM D1557)   | \$220.00 / each | 1                              | \$220.00          |
| Sand Equivalent (SE, ASTM D2419/CTM 217)  | \$105.00 / each | 1                              | \$105.00          |
|   |                 | <b>SUBTOTAL</b>                | <b>\$325.00</b>   |
| <b>Report Preparation/Production</b>  |                 |                                |                   |
| Principal   | \$212.00 / hour | 1                              | \$212.00          |
| Project Engineer  | \$158.00 / hour | 3                              | \$474.00          |
| Project Administrator/Word Processor  | \$72.00 / hour  | 3                              | \$216.00          |
| Project Closeout  | \$195.00 / each | 1                              | \$195.00          |
|   |                 | <b>SUBTOTAL</b>                | <b>\$1,097.00</b> |
| <b>Laboratory Testing - Materials</b>   |                 |                                |                   |
| Concrete cylinders compression (ASTM C39) (6" x 12")                            | \$25.00 / each  | 8                              | \$200.00          |
| Pick-up & delivery – (weekdays, per trip, <50 mile radius from Leighton office) | \$90.00 / each  | 2                              | \$180.00          |
|   |                 | <b>SUBTOTAL</b>                | <b>\$380.00</b>   |
|   |                 | <b>TOTAL ESTIMATED COST \$</b> | <b>8,700.00</b>   |



Leighton



Leighton

# 2017 PROFESSIONAL FEE SCHEDULE

| CLASSIFICATION  | \$/HR | CLASSIFICATION  | \$/HR |
|---|-------|---|-------|
| Technician I  | 77    | Project Administrator/Word Processor/Dispatcher       | 72    |
| Technician II / Special Inspector                                   | 86    | Information Specialist                                | 99    |
| Senior Technician / Senior Special Inspector                        | 95    | CAD Operator  | 108   |
| Prevailing Wage (field soils / materials tester) *                  | 122   | GIS Specialist  | 126   |
| Prevailing Wage (Special Inspector) *                               | 126   | Staff Engineer / Geologist / Scientist                | 131   |
| Prevailing Wage (Source Inspector, NDT, and Soil Remediation O&M) * | 131   | Senior Staff Engineer / Geologist / Scientist / ASMR  | 140   |
| System Operation & Maintenance (O&M) Specialist                     | 126   | Operations / Laboratory Manager                       | 158   |
| Non Destructive Testing (NDT)                                       | 131   | Project Engineer / Geologist / Scientist              | 158   |
| Deputy Inspector  | 128   | Senior Project Engineer / Geologist / Scientist / SMR | 176   |
| Field / Laboratory Supervisor                                       | 126   | Associate   | 194   |
| Source Inspector I  | 122   | Principal   | 212   |
| Source Inspector II   | 126   | Senior Principal                                      | 248   |
| Source Inspector III  | 131   |   |       |

\* See Prevailing Wages in Terms and Conditions

## GEOTECHNICAL LABORATORY TESTING

| METHOD  | \$/TEST | METHOD   | \$/TEST |
|---|---------|--|---------|
| <b>CLASSIFICATION &amp; INDEX PROPERTIES</b>  |         | California Bearing Ratio (CBR, ASTM D1883):                                      |         |
| Photograph of sample  | 10      | - 3 point  | 500     |
| Moisture content (ASTM D2216)   | 20      | - 1 point  | 185     |
| Moisture & density (ASTM D2937) ring samples  | 30      | R-Value (CTM 301) untreated  | 310     |
| Moisture & density (ASTM D2937) Shelby tube or cutting                                | 40      | R-Value (CTM 301) lime or cement treated soils                                   | 340     |
| Atterberg limits (ASTM D4318) 3 points:   | 150     | <b>SOIL CHEMISTRY &amp; CORROSION</b>  |         |
| - Single point, non-plastic   | 85      | pH Method A (ASTM 4972 or CTM 643)   | 45      |
| - Atterberg limits (organic ASTM D2487 / 4318)  | 180     | Electrical resistivity – single point – as received moisture                     | 45      |
| - Visual classification as non-plastic (ASTMD 2488)                                   | 10      | Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)                | 90      |
| Particle size:  |         | pH + minimum resistivity (CTM 643)   | 130     |
| - Sieve only 1½ inch to #200, (ASTM D6913/CTM 202)                                    | 135     | Sulfate content - gravimetric (CTM 417 B Part II)                                | 70      |
| - Large sieve – 6 inch to #200 (ASTM D6913/CTM 202)                                   | 175     | Sulfate screen (Hach®)   | 30      |
| - Hydrometer only (ASTM D422)   | 110     | Chloride content (AASHTO T291/CTM 422)   | 70      |
| - Sieve + hydrometer (≤3" sieve, ASTM D422)   | 185     | Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)            | 245     |
| - Percent passing #200 sieve, wash only (ASTM D1140)                                  | 70      | Organic matter content (ASTM 2974)   | 65      |
| Specific gravity-fine (passing #4, ASTM D854/CTM 207)                                 | 125     | <b>SHEAR STRENGTH</b>  |         |
| Specific gravity-coarse (ASTM C127/CTM 206) > #4 retained:                            | 100     | Pocket penetrometer  | 15      |
| - Total porosity - on Shelby tube sample (calculated from density & specific gravity) | 165     | Direct shear (ASTM D3080, mod., 3 points):                                       |         |
| - Total porosity - on other sample  | 155     | - Consolidated undrained - 0.05 inch/min (CU)                                    | 285     |
| Shrinkage limits (wax method, ASTM D4943)   | 126     | - Consolidated drained - <0.05 inch/min (CD)                                     | 345     |
| Pinhole dispersion (ASTM D4647)   | 210     | - Residual shear EM 1110-2-1906-IXA  | 50      |
| Dispersive characteristics (double hydrometer ASTM D4221)                             | 90      | (price per each additional pass after shear)                                     |         |
| As-received moisture & density (chunk/carved samples)                                 | 60      | Remolding or hand trimming of specimens (3 points)                               | 90      |
| Sand Equivalent (SE, ASTM D2419/CTM 217)  | 105     | Oriented or block hand trimming (per hour)                                       | 65      |
| <b>COMPACTION &amp; PAVEMENT SUBGRADE TESTS</b>                                       |         | Single point shear   | 105     |
| Standard Proctor compaction, (ASTM D698) 4 points:                                    |         | Torsional shear (ASTM D6467 / ASTM D7608)  | 820     |
| - 4 inch diameter mold (Methods A & B)  | 160     | <b>CONSOLIDATION &amp; EXPANSION/SWELL TESTS</b>                                 |         |
| - 6 inch diameter mold (Method C)   | 215     | Consolidation (ASTM D2435):  | 195     |
| Modified Proctor compaction (ASTM D1557) 4 points:                                    |         | - Each additional time curve   | 45      |
| - 4 inch diameter mold (Methods A & B)  | 220     | - Each additional load/unload w/o time reading                                   | 40      |
| - 6 inch diameter mold (Method C)   | 245     | Expansion Index (EI, ASTM D4829)   | 130     |
| Check point (per point)   | 65      | Swell/collapse – Method A (ASTM D4546-A, up to 10 load/unloads w/o time curves)  | 290     |
| Relative compaction of untreated/treated soils/aggregates (CTM 216)                   | 250     | Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only) | 105     |
| Relative density (0.1 ft mold, ASTM D4253, D4254)                                     | 235     |  |         |

| METHOD   | \$/TEST | METHOD   | \$/TEST |
|--|---------|--|---------|
| <b>TRIAXIAL TESTS</b>  |         | <b>HYDRAULIC CONDUCTIVITY TESTS</b>  |         |
| Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)   | 135     | Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D 5084, falling head Method C): | 310     |
| Unconsolidated undrained triaxial compression test on cohesive soils (USACE Q test, ASTM D2850, per confining stress)  | 170     | - Each additional effective stress   | 120     |
| Consolidated undrained triaxial compression test for cohesive soils, (ASTM D4767, CU, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress) | 375     | - Hand trimming of soil samples for horizontal K   | 60      |
| Consolidated drained triaxial compression test (CD, USACE S test), with volume change measurement. Price per soil type below EM 1110-2-1906(X):  |         | Remolding of test specimens  | 65      |
| - Sand or silty sand soils (per confining stress)  | 375     | Permeability of granular soils (ASTM D2434)  | 135     |
| - Silt or clayey sand soils (per confining stress)   | 500     | <b>SOIL-CEMENT</b>   |         |
| - Clay soils (per confining stress)  | 705     | Moisture-density curve for soil-cement mixtures (ASTM D558)  | 240     |
| - Three-stage triaxial (sand or silty sand soils)  | 655     | Wet-dry durability of soil-cement mixtures (ASTM D559) <sup>1</sup>  | 1,205   |
| - Three-stage triaxial (silt or clayey sand soils)   | 875     | Compressive strength of molded soil-cement cylinders (ASTM D1633) per cylinder <sup>1</sup>  | 60      |
| - Three-stage triaxial (clay soils)  | 1,235   | Soil-cement remolded specimen (for shear strength, consolidation, etc.) <sup>1</sup>   | 235     |
| Remolding of test specimens  | 65      | <sup>1</sup> Compaction (ASTM D558 maximum density) should also be performed – not included in above price   |         |

### CONSTRUCTION MATERIALS LABORATORY TESTING

| METHOD  | \$/TRIP        | METHOD   | \$/TEST |
|---|----------------|--|---------|
| <b>SAMPLE TRANSPORT</b>   |                | Rubberized asphalt (add to above rates)  | + 25%   |
| Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office)         | 90             | <b>AGGREGATE PROPERTIES</b>  |         |
| <b>METHOD</b>   | <b>\$/TEST</b> | Sieve analysis (fine & coarse aggregate, ASTM C136/ CTM 202) with finer than #200 wash (ASTM C117) | 135     |
| <b>CONCRETE STRENGTH CHARACTERISTICS</b>  |                | LA Rattler-smaller coarse aggregate <1.5" (ASTM C131/ AASHTO T96)                                  | 200     |
| Concrete cylinders compression (ASTM C39) (6" x 12")                                  | 25             | LA Rattler-larger coarse aggregate 1-3" (ASTM C535)  | 250     |
| Concrete cylinders compression (ASTM C39) (4" x 8")                                   | 22             | Durability Index (DI, CTM 229)   | 200     |
| Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)              | 40             | Cleanness value of coarse aggregate (CTM 227)  | 210     |
| Trimming concrete cores (per core)  | 20             | Unit weight of aggregate (CTM 212)   | 50      |
| Flexural strength of concrete (simple beam with 3rd pt. loading, ASTM C78/CTM 523)    | 85             | Soundness, magnesium (ASTM C88)  | 225     |
| Flexural strength of concrete (simple beam with center pt. loading, ASTM 293/CTM 523) | 85             | Soundness, sodium  | 650     |
| Non shrink grout cubes (2 inch, ASTM C109/C1107)                                      | 25             | Uncompacted void content – fine aggregate (CTM 234/AASHTO T304)                                    | 130     |
| Drying shrinkage (four readings, up to 90 days, 3 bars, ASTM C157)                    | 400            | Flat & elongated particles in coarse aggregate (CTM 235/ASTM D4791)                                | 215     |
| <b>HOT MIX ASPHALT (HMA)</b>  |                | Percent of crushed particles (CTM 205/AASHTO T335)   | 135     |
| Compacted AC Resistance to Moist Damage (AASHTO T283)                                 | 2,100          | Organic impurities in concrete sand (CTM 213)  | 60      |
| Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)                                  | 900            | Specific gravity – coarse aggregate (CTM 206)  | 100     |
| Gyratory Compaction (AASHTO T312)   | 350            | Specific gravity – fine aggregate (CTM 207)  | 125     |
| Extraction by ignition oven, percent asphalt (ASTM D6307/CTM 382/AASHTO T308)         | 150            | Sand Equivalent (SE, CTM 217/AASHTO T176)  | 105     |
| Ignition oven correction/correlation values   | quote          | Apparent specific gravity of fine aggregate (CTM 208)  | 130     |
| Extraction by centrifuge, percent asphalt (ASTM D2172)                                | 150            | Moisture content of aggregates by oven drying (CTM 226/AASHTO T255)                                | 40      |
| Gradation of extracted aggregate (ASTM D5444/CTM 202)                                 | 135            | Clay lumps, friable particles (ASTM C142)  | 175     |
| Stabilometer value (CTM 366)  | 265            | <b>MASONRY</b>   |         |
| Bituminous mixture preparation (CTM 304)  | 80             | Mortar cylinders (2" by 4", ASTM C780)   | 25      |
| Moisture content of asphalt (CTM 370)   | 60             | Grout prisms (3" by 6", ASTM C1019)  | 25      |
| Bulk specific gravity – molded specimen or cores (ASTM D1188/CTM 308/AASHTO T275)     | 55             | Masonry cores compression, ≤6" diameter (testing only, ASTM C42)                                   | 40      |
| Maximum density - Hveem (CTM 308)   | 200            | CMU compression to size 8" x 8" x 16" (3 required, ASTM C140)                                      | 45      |
| Theoretical maximum density and specific gravity of HMA (CTM 309/AASHTO T209)         | 130            | CMU moisture content, absorption & unit weight (6 required, ASTM C140)                             | 40      |
| Thickness or height of compacted bituminous paving mixture specimens (ASTM 3549)      | 40             | CMU linear drying shrinkage (ASTM C426)  | 175     |
|   |                | CMU grouted prisms (compression test ≤8" x 8" x 16", ASTM E 447 C1314)                             | 180     |
|   |                | CMU grouted prisms (compression test > 8" x 8" x 16", ASTM E 447 C1314)                            | 250     |
|   |                | Masonry core-shear, Title 24 (test only)   | 70      |

| METHOD   | \$/TEST | METHOD   | \$/TEST |
|--|---------|--|---------|
| <b>BRICK</b>   |         | Prestressing wire, tension (ASTM A416)                     | 150     |
| Compression (cost for each, 5 required, ASTM C67)                  | 40      | Sample preparation (cutting)                               | 50      |
| <b>SLAB-ON-GRADE MOISTURE EMISSION KIT</b>                         |         | <b>SPRAY APPLIED FIREPROOFING</b>                          |         |
| Moisture test kit (excludes labor to perform test, ASTM E1907)     | 60      | Unit weight (density, ASTM E605)                           | 60      |
| <b>REINFORCING STEEL</b>   |         | <b>OTHER TESTS</b>   |         |
| Rebar tensile test, ≤ up to No. 10 (ASTM A370)                     | 45      | Resistance Butt-Welded Hoops/Bars, up to No. 10 (CTM 670)  | 180     |
| Rebar tensile test, ≥No. 11 & over (ASTM A370)                     | 100     | Resistance Butt-Welded Hoops/Bars, No. 11 & over (CTM 670) | 240     |
| Rebar bend test, up to No. 11 (ASTM A370)                          | 45      | Mechanical Rebar Splice (Service), up to No. 10 (CTM 670)  | 180     |
| Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775) | 45      | Post-Tensioned Bars (ASTM A772)                            | 420     |
| Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775)     | 65      | Elastometric Bearing Pads (Caltrans SS 51/SP)              | 1620    |
| Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775) | 45      | Joint Seal Type B, MR1"/MR2" (Caltrans SS 51/SP)           | 1960    |
| <b>STEEL</b>   |         | 100W HPS Lighting (Caltrans RSS 86)                        | 1296    |
| Tensile strength, ≤100,000 pounds axial load (ASTM A370)           | 45      | Bearing Plates (A536)                                      | 720     |

### EQUIPMENT, SUPPLIES & MATERIALS

|  | \$/UNIT   |   | \$/UNIT    |
|--|-----------|---|------------|
| 1/4 inch Grab plates                             | 5 each    | Manometer   | 25 day     |
| 1/4 inch Tubing (bonded)                         | 0.55 foot | Mileage (IRS Allowable)   | 0.535 mile |
| 1/4 inch Tubing (single)                         | 0.35 foot | Nuclear moisture and density gauge                                    | 88 day     |
| 3/8 inch Tubing, clear vinyl                     | 0.55 foot | Pachometer  | 25 day     |
| 4-Gas meter (RKI Eagle or similar)/GEM 2000      | 130 day   | Particulate Monitor   | 125 day    |
| Air flow meter and purge pump (200 cc/min)       | 50 day    | pH/Conductivity/Temperature meter                                     | 55 day     |
| Box of 24 soil drive-sample rings                | 120 box   | Photo-Ionization Detector (PID)                                       | 120 day    |
| Brass sample tubes                               | 10 each   | Pump, Typhoon 2 or 4 stage  | 50 day     |
| Caution tape (1000-foot roll)                    | 20 each   | QED bladder pump w/QED control box                                    | 160 day    |
| Combination lock or padlock                      | 11 each   | Resistivity field meter & pins  | 50 day     |
| Compressed air tank and regulator                | 50 day    | Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40       | 15 each    |
| Concrete coring machine (≤6-inch-dia)            | 150 day   | Slope inclinometer  | 200 day    |
| Consumables (gloves, rope, soap, tape, etc.)     | 35 day    | Soil sampling T-handle (Encore)                                       | 10 day     |
| Core sample boxes                                | 11 each   | Soil sampling tripod  | 35 day     |
| Crack monitor                                    | 25 each   | Stainless steel bailer  | 40 day     |
| Cutoff saws, reciprocating, electric (Saws All)  | 75 day    | Submersible pump, 10 gpm, high powered Grunfos 2-inch with controller | 160 day    |
| Disposable bailers                               | 12 each   | Submersible pump/transfer pump, 10-25 gpm                             | 50 day     |
| Disposable bladders                              | 10 each   | Support service truck usage (well installation, etc.)                 | 200 day    |
| Dissolved oxygen meter                           | 45 day    | Survey/fence stakes   | 8 each     |
| DOT 55-gallon containment drum with lid          | 65 each   | Tedlar® bags  | 18 each    |
| Double-ring infiltrometer                        | 125 day   | Traffic cones (≤25)/barricades (single lane)                          | 50 day     |
| Dual-stage interface probe                       | 80 day    | Turbidity meter   | 70 day     |
| Dynamic Cone Penetrometer                        | 400 day   | Tyvek® suit (each)  | 18 each    |
| Generator, portable gasoline fueled, 3,500 watts | 90 day    | Vapor sampling box  | 55 day     |
| Global Positioning System/Laser Range Finder     | 80 day    | Vehicle usage (carrying equipment)                                    | 20 hour    |
| Hand auger set                                   | 90 day    | VelociCalc  | 35 day     |
| HDPE safety fence (≤100 feet)                    | 40 roll   | Visqueen (20 x 100 feet)  | 100 roll   |
| Horiba U-51 water quality meter                  | 135 day   | Water level indicator (electronic well sounder) <300 feet deep well   | 60 day     |
| Magnahelic gauge                                 | 15 day    | ZIPLEVEL®   | 15 day     |

Other specialized geotechnical and environmental testing & monitoring equipment are available, and priced per site

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**TERMS & CONDITIONS**

- **Expiration:** For all classifications except those subject to prevailing wage, this fee schedule is effective through December 31, 2017 after which remaining work will be billed at then-current rates.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in the attached proposal.
- **Prevailing Wages:** Our fees for prevailing wage work are subject to change at any time based upon the project advertised date, and changes in California prevailing wage laws or wage rates. Prevailing wage time accrued will include portal to portal travel time. Prevailing wage rates are subject to increase after June 30, 2017.
- **Overtime:** Overtime for field personnel will be charged at 1.5 times basic hourly rates when exceeding 8 hours up to 12 hours per 24 hour interval, and 2 times basic hourly rates when exceeding 12 hours in 24 hours or on Sunday, and 3 times basic hourly rates on California official holidays.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or Material Testing Services:
  - 4 hours: 4-hour minimum charge up to the first four hours of work
  - 8 hours: 8-hour minimum charge for over four hours of work, up to eight hours
- **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client.
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Leighton's liability equal to our total fees for a given project.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting.

## INFORMATION FOR CLIENTS REGARDING LEIGHTON CONSULTING'S SERVICES

We provide technical consulting services in the field of geotechnical engineering. As consultants, we provide professional opinions based on limited observations and often-changing conditions. Due to the nature of our work, there are unavoidable risks. We call your attention specifically to the following points:

- ❖ Our professional opinions will be based in part upon data obtained from a limited number of soil and/or other samples, tests analyses, histories of occurrences, spaced subsurface explorations and limited numbers of historical events and observations. Such information is necessarily limited and incomplete.
- ❖ The accuracy, value and analytical significance of borings and other field and laboratory procedures and data relate only to their specific time and location. The nature of many sites is such that differing characteristics can be experienced within small distances and under various climatic conditions. Greater accuracy is obtained when the number and frequency of procedures and analyses are increased, but we recognize the necessity of budgetary constraints, and have agreed with you on the Scope of Work Agreement taking into account such constraints.
- ❖ If conditions, change, unexpected events occur, or variations or latent conditions are later discovered, they may have an impact on the way systems perform, and/or it will be necessary to reevaluate conclusions and recommendations. Such impacts may also necessitate a change in the applicable Scope(s) of Work.
- ❖ The Services involve tests, calculations, analyses and procedures, which are in a constant of development and refinement. Evaluative techniques are evolving.
- ❖ Modifications of procedures have been made in the past, and are now being made, and are expected to continue to be made in the future. Standards existing at present may be revised as knowledge increases and the state of the practice in our profession continues to improve.

Because of the inherent risks and uncertainties in our Services, our contract contains specific limitations of liability. Leighton cannot guarantee that geotechnical services or opinions will prove adequate and the client assumes the risk of failure of such services.

- ❖ At times, clients elect to utilize new, state of the art, or innovative techniques, system, or approaches for cost, schedule or other reasons. Sometimes governmental or regulatory agencies will allow the use of a new technique, process, or system before it has been thoroughly tested. If you elect to use unproven or new techniques, they may fail, despite the exercise of due care on our part, and despite agency approvals.
- ❖ Our work products shall be based solely upon the Services described in the Scope of Work Agreement, and not on tasks, procedures or tests beyond the scope of described Services on the time and budgetary constraints reflected in the Scope of Work Agreement.

**We appreciate your business and look  
forward to working with you**



Leighton Consulting, Inc.  
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