



Administrative Offices
1163 E. Seventh Street
Chico, CA 95928-5999

530/891-3000
fax 891-3220
www.ChicoUSD.org

Contract Summary

For use to document services provided to Chico Unified School District by a vendor using a taxpayer ID.

PART 1: VENDOR INFORMATION

Company Name: Holdredge & Kull
Primary Contact: Shane Cummings
Email Address: _____
Street Address/POB: 48 Bellarmine Court, Suite 40
City, State, Zip Code: Chico, CA 95928
Phone: (530) 894-2487
Taxpayer Identification: _____

PART 2: SCOPE OF WORK FOR SERVICES Services to be provided to CUSD.

1. Effective Dates (to occur within fiscal year): From 2/1/17 To 8/30/17
2. Location of Services: Chico High Stadium Site Code: _____
3. CUSD Contact: Julie Kistle Phone: (530) 891-3140
4. Account Code to be used. _____

	Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
1	0% <u>100</u>	<u>01</u>	<u>08170</u>	<u>0</u>	<u>1133</u>	<u>8500</u>	<u>4170</u>	<u>010</u>	<u>4100</u>
2	0%								
3	0%								

5. Scope of Work (please provide an overview of the services to be performed):
Geologic and Geotechnical Engineering Services at Chico High School

6. Itemized Costs (for Type specify "lump sum", "hourly", "daily")

Line Item/Service Description	Type	Quantity	Rate
a. _____	(Select Type)	_____	\$ <u>14,134.50</u>
b. _____	(Select Type)	_____	\$ _____
c. _____	(Select Type)	_____	\$ _____
d. _____	(Select Type)	_____	\$ _____
e. _____	(Select Type)	_____	\$ _____
i. GRAND TOTAL			\$ <u>14,134.50</u>

7. Special terms (may include termination clause, unique conditions, site provisions): _____

PART 3: AUTHORIZATION AND ACCEPTANCE BY CHICO UNIFIED SCHOOL DISTRICT

Julia M. Kistle
Signature of CUSD Administrator

Julia M. Kistle
Printed Name

2/1/17
Date

Board Ratification Date: _____



AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT, effective as of this 30 day of January 2017, is by and between Chico Unified School District ("Client") and Holdrege & Kull Consulting Engineers and Geologists ("Engineer").

THE PROJECT is generally described as: Chico High School Proposed Stadium and is located at 901 Esplanade, CHS Track and Field, in Chico, California.

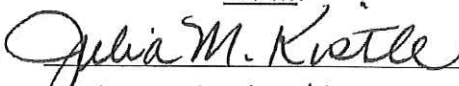
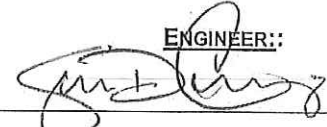

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES; and
- Engineer's PROPOSAL PC17.007 dated January 30, 2017 and FEE SCHEDULE; and
- Any documents specifically listed below or incorporated by reference in the listed documents.

N/A

N/A

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

	CLIENT:	ENGINEER::
Signature:		
Print Name:	<u>Julia M. Kistler</u>	<u>Shane D. Cummings</u>
Title:	<u>Director, Facilities & Construction</u>	<u>Principal Engineering Geologist</u>
Company:	<u>CUSD</u>	<u>Holdrege & Kull</u>
Street Address:	<u>2455 CARMICHAEL DRIVE</u>	<u>48 Bellarmine Court, Suite 40</u>
City, State, Zip Code:	<u>Chico, CA 95928</u>	<u>Chico, CA 95928</u>
Email:	<u>jkistler@chicousd.org</u>	<u>sdcumings@handk.net</u>
Phone:	<u>530-891-3140</u>	<u>530 894 2487</u>
Fax:	<u>530-891-3190</u>	<u>530 894 2437</u>
Date:	<u>1/31/17</u>	<u>January 30, 2017</u>
	 Kevin Bultema Asst. Superintendent, Business	<u>2-7-17</u>



January 30, 2017
Proposal No. PC17.007

Ms. Lalanya Rothenberger
Construction & Energy Manager
Chico Unified School District
2455 Carmichael Drive
Chico, CA 95928

REFERENCE: ***Chico High School, Proposed Stadium***
901 Esplanade
Chico, Butte County, California

SUBJECT: ***Proposal for Geologic and Geotechnical Engineering Services***

Dear Ms. Rothenberger,

In accordance with your request, Holdrege & Kull (H&K) prepared this proposal to provide geologic and geotechnical engineering investigation and consulting services for the development of the above-referenced new stadium features at Chico High School (CHS), in Chico, California. H&K will perform the appropriate geological hazards and geotechnical investigation in accordance with the requirements of the California Department of Education (CDE), School Facilities Planning Division form 4.01, Division of the State Architect (DSA), the California Geological Survey (CGS) Note 48, and the 2016 California Building Code (CBC). H&K will prepare a geological hazards and geotechnical engineering investigation report presenting our findings, conclusions and recommendations for the proposed school improvements. The following presents our understanding of the project and our proposed engineering services.

1.0 PROJECT DESCRIPTION

The CHS track and field underwent a turf and track resurfacing project the summer of 2016. The next phase of improvements will involve the construction of stadium lights and bleachers, concessions, restrooms, equipment storage, and locker rooms. Based on preliminary improvement plans provided for preparation of this proposal, H&K assumes that the construction of the stadium improvements may consist of the following improvements: deep pier/pile foundations for stadium lights and bleachers, continuous spread and isolated foundation footings for bleachers and single story, wood and or light gauge steel frame buildings, construction masonry unit (CMU) walls, concrete slab-on-grade floors, concrete sidewalk and landscape areas. Earthwork grading following may include general site preparation and minor cuts and fills required to balance the site to meet the proposed grades.

2.0 SCOPE OF SERVICES

Based on our understanding of the proposed site improvements and our knowledge of the local geologic conditions at the school, H&K is proposing the following cost savings approach to our scope of services. The subsurface exploration will be performed using a truck-mounted drill rig and utilize a previously executed shear-wave profile completed onsite in the upper 30 meters of the subsurface using Refraction Microtremor (ReMi) methodology. H&K will be able to collect the necessary subsurface soil samples for foundation recommendations using the borings, and meet the requirements of Chapter 16A of the 2016 CBC for seismic design parameters using the previously completed geophysical survey on the school campus.

H&K proposes to perform the following tasks as basic services with no other additional services included: Task 1 Site Investigation and Laboratory Testing, Task 2 Data Analysis, Task 3 Report Preparation, Task 4 Final Plan Review, and Task 5 Construction Testing and Inspection Services. Each task is described in the following:

2.1 Task 1, Site Investigation and Laboratory Testing

H&K will perform a site investigation using a hollow stem auger/mud rotary drill rig and a seismic refraction survey to characterize the soil, rock and groundwater conditions encountered at the surface and beneath the site. The site investigation information will be used to prepare a geological hazard evaluation report in accordance with CGS Note 48 and geotechnical recommendations in accordance with the 2016 CBC. The site investigation includes the following components, which are described below: Surface Reconnaissance Investigation, Subsurface Investigation, and Laboratory Testing. These surface and subsurface investigations do not include the evaluation of the site for the presence of hazardous waste materials and/or groundwater pollutants.

2.1.1 Surface Reconnaissance Investigation

H&K will perform a surface reconnaissance of the project site to identify surface conditions that may impact the proposed site development plans. In general, H&K's field engineer/geologist will observe and describe surface exposures of the following existing site conditions:

- Site and surrounding land uses.
- Surface soil conditions.
- Existing site improvements including earthwork grading and structures.
- Site topography and drainage.
- Vegetation.

2.1.2 Subsurface Investigation

A minimum of 48 hours prior to performing the subsurface investigation, H&K will mark the proposed subsurface exploratory locations with white paint and notify

Underground Services Alert (USA) as required by California state law. USA members will inspect each proposed subsurface exploratory location to determine if any underground utilities are present at these locations. The owner, Chico Unified School District, is responsible for marking all known utilities inside the subject property. If USA identifies the presence of underground utilities at any of the proposed exploratory locations then we will move the excavation location to an area that is clear of underground utilities.

H&K will perform a subsurface investigation to obtain an understanding of the soil, rock and groundwater conditions underlying the new school site to the maximum depth explored. Six (6) exploratory borings will be advanced surrounding the truck and field within the proposed building footprint areas accessible using a truck-mounted mud rotary/hollow stem auger drill rig. Borings associated with student occupied buildings (Locker Rooms) will be advanced in accordance with the 2016 CBC requirements of a minimum of one boring per 5,000 square feet of building footprint, or a minimum of two per building. The exploratory borings will be advanced up to a maximum depth of 50 feet below the existing surface, in accordance with Section 1803A.3.1 of the CBC and CGS Special Publication 117A for liquefaction analyses or until refusal is met, if hard subsurface conditions exist in the shallow subsurface. Additional borings will be advanced along the west side of the track within the footprint of the proposed light towers and stadium bleachers. H&K may be advanced across the site to provide adequate coverage for assessing the geologic conditions beneath the school site, if deemed appropriate by our engineering geologist. H&K will attempt to locate the exploratory borings at the approximate locations of new building corners that may have heavy loads or deep foundations, however, due to the wet surface soil conditions, the borings will be spaced appropriately across the area to provide adequate coverage. Drill cuttings will be stockpiled onsite at the direction of Chico Unified School District. If H&K must remove excess drill cuttings (soil) from the site, additional costs will be incurred. Each exploratory boring will be backfilled immediately after logging and sampling activities are completed, in accordance with Butte County Environmental Health requirements.

H&K's field engineer/geologist will collect both relatively undisturbed and disturbed soil samples from each exploratory boring. Relatively undisturbed soil samples will be collected with a standard penetration test (SPT) sampler and a 2.5-inch-diameter (inside diameter) split-spoon barrel sampler equipped with brass liner tubes. Generally, soil samples will be collected at the following depths below the existing ground surface: 0 feet, 2.0 feet, 5 feet, 10 feet, and continuing on five foot intervals, or change in geologic material, until the boring is terminated. Additional soil samples may be collected and/or the sample intervals may be changed depending upon the soil conditions encountered. The soil samples will be labeled, sealed and transported to our laboratory facility where selected samples will be tested to determine their engineering material properties. If the groundwater table is encountered, the depth to groundwater below the existing ground surface will be measured.

H&K will use the results of a previous in-situ shear-wave velocity profile of the upper 100 feet (30 meters) of the site using SeisOpt® ReMi™ Vs30 Method for shear-wave profiling. In September 2010, a seismic refraction survey was performed by H&K on the CHS campus. The purpose of the seismic survey was to use the SeisOpt® ReMi™ Vs30 method to determine the in-situ shear-wave (S-wave) velocity profile of the first 100-feet of soil beneath the site for the previously planned gymnasium project. H&K will use this ReMi™ Vs30 evaluation as additional support for the site class determination. Based on the known subsurface geologic conditions at the CHS site, this evaluation was selected to determine the Site Class in accordance with American Society of Civil Engineers publication ASCE 7-10.

2.1.3 Field Soil Percolation/Permeability Investigation

H&K perform three percolation tests to assist with designing the appropriate size and retention requirements for disposing storm water. The stormwater design will be performed by others. The percolation test shall be constructed and executed as described below:

- Each test hole will be drilled/dug to a depth up to 48-inches below ground surface with a minimum diameter of 8 inches and a maximum diameter of 12 inches. The walls of the test holes will be scarified to remove any smeared soil surfaces;
- Up to 2-inches of washed pea gravel or ½ rock will be placed in the bottom of each test hole. The test holes will be presoaked for a minimum of 24 hours prior to beginning testing;
- A six inch perforated PVC pipe will be placed in the test hole and pea gravel or rock will be placed between the pipe and the wall of the test hole;
- H&K will perform a 6-inch percolation test will be conducted for a minimum period of 4 hours with 30-minute reading intervals. The test shall continue for the minimum period or until the last three readings are within one-quarter inch of each other;

2.1.4 Laboratory Testing Investigation

H&K will perform laboratory tests on selected soil samples to determine their engineering material properties. All laboratory tests will be performed consistent with the guidelines of the American Society for Testing and Materials (ASTM). The ASTM soil characterization tests may include:

- D2487 & D2488, Unified Soil Classification System, Description Visual Method
- D2937 & D2216, Density and Moisture Content
- D422, Particle Size Distribution, Sieve and Hydrometer Analysis
- D2166 Unconfined Shear Strength
- D3080, Direct Shear Strength
- D2166, Unconfined Compressive Strength

- D4318, Atterberg Plasticity Indices
- D4829, Expansion Index

If soil is encountered with a high potential for volume change (i.e., expansion or consolidation), then H&K may recommend additional laboratory testing to evaluate expansion or consolidation impacts and provide appropriate recommendations on the proposed earthwork and structural improvements. Additional testing may include ASTM D2435 one-dimensional consolidation, ASTM D4546 one-dimensional swell, and ASTM D4767 consolidated-undrained triaxial shear strength. The costs to perform these additional tests are not included in the fee estimate presented herein. H&K will not perform these additional tests without written authorization to proceed and a budget augmentation to cover the cost of performing these additional laboratory tests.

2.2 Task 2, Data Analysis

H&K will use the state-of-the practice geological and geotechnical engineering analyses methods to evaluate the on-site soil properties. These analyses methods may include but will not be limited to the following:

2.2.1 Data Analysis Methods

- Soil and rock stratigraphy.
- Seismic (earthquake shaking) design parameters.
- Liquefaction evaluation (limited to SPT data collected)
- Location to nearest active faults and fault traces
- Cut and fill slope stability analyses.
- Soil bearing capacity for shallow and deep foundations.
- Lateral earth pressures.
- Soil-Concrete friction coefficients.
- Flood or dam flood inundation
- Soil expansion potential.
- Soil shear strength.
- Building and surcharge loads.
- Soil plasticity indices.
- Groundwater seepage and drainage controls.

H&K will develop geotechnical engineering recommendations for earthwork and structural improvements and provide applicable recommendations. The geotechnical engineering recommendations may include but not be limited to the following:

2.2.2 Earthwork Improvement Recommendations

- Site clearing and soil subgrade preparation.
- Exclusion of oversize fill soil materials.

- Aerial fill moisture conditioning and compaction requirements.
- Fill soil loose lift (layer) thickness requirements.
- Cut slope and fill slope geometries.
- Utility trench backfill material placement and compaction requirements.
- Surface water drainage.
- Expansive soil mitigation (not including lime, flyash or cement treatment details).
- Temporary construction de-watering methods.
- Subdrain systems (if necessary).

2.2.3 Structural Improvements

- Deep and shallow foundation types, dimensions and embedment depths.
- Deep and shallow foundation soil bearing capacity pressures.
- Foundation-soil sliding friction coefficients.
- Concrete slab-on-grade floors.
- Seismic (earthquake shaking) design parameters.

2.3 Task 3, Report Preparation

H&K will prepare a geotechnical engineering report that will present our findings, conclusions and recommendations. The geologic hazard evaluation and geotechnical engineering investigation report will meet or exceed the minimum requirements of the 2016 CBC, Division of the State Architect, the California Geological Survey Note 48, and the accepted geotechnical engineering principles and practices performed in northern California. The report will include descriptions of the site conditions, field investigation, laboratory testing, geologic hazard seismic response update, and geotechnical engineering design recommendations for the proposed earthwork and structural improvements. H&K will deliver five bound copies of the final report to the address shown on page one of this proposal. The report will be signed and stamped by a responsible California- certified engineering geologist and licensed geotechnical engineer for this project.

2.4 Task 4, Final Plan Review

H&K will review the final earthwork grading improvement plans and project specifications prior to commencement of construction to determine whether our geotechnical engineering recommendations have been implemented and, if necessary, to provide additional and/or modified recommendations. The costs associated with performing plan review services are not included herein and are to be determined later.

2.5 Task 5, Construction Testing and Inspection Services

H&K proposes to perform construction quality assurance (CQA) monitoring of the earthwork grading performed by the construction contractor. As part of our CQA services, H&K's geotechnical engineer will oversee and certify the earthwork grading in accordance with the plans, specifications and recommendations provided

in the geotechnical engineering report. In addition, as accredited by DSA's Laboratory Evaluation Accreditation (LEA) program (LEA# 210 and 284), H&K can provide special inspection services related to the steel fabrication, CMU construction, reinforced concrete placement, welding, high strength bolt testing, spray fire proofing, and more. The costs associated with performing CQA and special inspection services are not included herein and are to be determined later. H&K can prepare a contract cost amendment to include these services following approval of the final plans and specification and selection of a construction contractor.

3.0 SCHEDULE

H&K's proposed work schedule is based on our present and expected workload. H&K is prepared to commence work on this project following receipt of a sign contract and notice to proceed. H&K estimates that the subsurface investigation can be performed within 2 weeks following receipt of a sign contract and notice to proceed, weather, stable site access, and subcontractor availability permitting. H&K can provide verbal preliminary design recommendations immediately following the site investigation based on the field investigation data, however, the final recommendations will be developed from both the field and laboratory data. Therefore, the final recommendations will govern the design. H&K estimates that the final report can be completed within 4 weeks following completion of the field activities, weather and site access permitting.

The time required to complete our geological investigation field work may be increased as a result of encountering unforeseen subsurface conditions, adverse weather conditions, soil stability, property access problems, or scheduling of exploratory equipment.

4.0 COST ESTIMATE

H&K proposes to perform the geological and geotechnical investigations and prepare the reports on a fixed cost lump sum basis of \$14,134.50, in accordance with the attached General Conditions For Geotechnical Engineering Services contract agreement terms and conditions. This fee includes the cost of a drill rig and operator. Invoices will be generated on a monthly basis; terms of payment are net 30 days. Full payment is due upon completion of the work and issuance of the report. The cost associated with this scope of service is valid for a period of 60 days from the date of this proposal.

This cost estimate may require modification if unusual or unexpected site conditions are encountered which significantly change the work scope and increase the associated costs, if the client requests an expansion of the work scope, or if the County requires the purchase of any additional permits in order to complete the site investigation. H&K will not perform additional work outside the scope of services presented above until a written authorization to proceed and an approved budget augmentation is received.

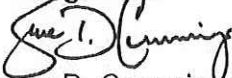
5.0 CLOSING

Please sign the attached contract agreement form to indicate your acceptance of this proposed work scope, schedule, and fee estimate. Your signature indicates that you accept the terms and conditions of this contract agreement and is a written authorization for us to proceed with the work scope presented in this proposal. Please mail or email the signed contract agreement forms to our office. After receiving the signed agreement form, H&K will sign and issue the fully executed contract agreement.

Holdrege & Kull appreciates the opportunity to provide you with a proposal on this important project. If you should have questions or comments, please do not hesitate to contact the undersigned at (530) 894-2487.

Sincerely,

Holdrege & Kull



Shane D. Cummings, PG, CHG, CEG
Principal Engineering Geologist

Attachments:

Attachment 1, General Conditions For Geotechnical Engineering Services



AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT, effective as of this 30 day of January 2017, is by and between Chico Unified School District ("Client") and Holdrege & Kull Consulting Engineers and Geologists ("Engineer").

THE PROJECT is generally described as: Chico High School Proposed Stadium and is located at 901 Esplanade, CHS Track and Field, in Chico, California.

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

- GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES; and
- Engineer's PROPOSAL PC17.007 dated January 30, 2017 and FEE SCHEDULE; and
- Any documents specifically listed below or incorporated by reference in the listed documents.

N/A

N/A

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

CLIENT:

ENGINEER::

Signature:

Julia M. Kisthe

Print Name:

Julia M. Kisthe

Title:

Director, Facilities & Construction

Company:

CUSD

Street Address:

2455 CARMICHAEL DRIVE

City, State, Zip Code:

Chico, CA 95928

Email:

jkisthe@chicousd.org

Phone:

530-891-3140

Fax:

530-891-3190

Date:

1/31/17

Shane D. Cummings

Principal Engineering Geologist

Holdrege & Kull

48 Bellarmine Court, Suite 40

Chico, CA 95928

sdcumings@handk.net

530 894 2487

530 894 2437

January 30, 2017



GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES

1. DEFINITIONS

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

1.2. Contractor. The contractor or contractors, including its/their subcontractors of every tier, retained to construct the Project for which Engineer is providing Services under this Agreement.

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

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

1.5. Services. The Services provided by Engineer as set forth in this Agreement, the PROPOSAL and any written amendment to this Agreement.

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

2. SCOPE OF SERVICES

Engineer will perform the Services described in the attached PROPOSAL.

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

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

2.3. Excluded Services. Engineer's Services under this Agreement include only those Services specified in the PROPOSAL.

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

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

3. PAYMENTS TO ENGINEER

3.1. Basic Services. Engineer will perform Services set forth in the attached PROPOSAL and FEE SCHEDULE (if applicable) for the amount(s) set forth therein.

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

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

3.4. Rates. Client will pay Engineer at the rates set forth in the PROPOSAL and FEE SCHEDULE, as applicable.

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



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

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

3.5. Payment Timing; Late Charge. All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law. Client will reimburse Engineer for any costs, including legal fees, associated with the collection of unpaid amounts.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

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

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

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

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of Engineer's control. Client further acknowledges that actual costs incurred may vary substantially from the

estimates prepared by Engineer and that Engineer does not warrant or guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If Engineer's scope of services outlined in the PROPOSAL includes observation and/or testing during the course of construction, Engineer may:

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. Engineer will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the PROPOSAL or, if not specified in the PROPOSAL, at intervals as Engineer deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Engineer will rely on Client or Client's representative for timely notification of changes to the construction schedule, so that Engineer can schedule site visits for testing and observation accordingly. Based on information obtained during such visits and on such observations, Engineer may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Engineer may not be on site continuously; and, unless expressly agreed otherwise, Engineer will not observe all of the Work.

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

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

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

6.2. Review of Contractor's Submittals. If included in the scope of services outlined in the PROPOSAL, Engineer will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Engineer will review such submittals solely for general conformance with Engineer's design, and will not



include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

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

7. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

7.5. Subsurface Structures. Correctly designate on plans to be furnished to Engineer, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Engineer to any such structure

or utility not so designated. Engineer is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Engineer.

8. CHANGED CONDITIONS

If Engineer discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Engineer will notify Client of the Changed Conditions. Client and Engineer agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If Engineer and Client cannot agree upon amended terms and conditions within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

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

10. CERTIFICATIONS

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

11. ALLOCATION OF RISK

11.1. Limitation of Remedies. The total cumulative liability of Engineer, its subEngineers and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Engineer Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Engineer under this Agreement or \$50,000, whichever is



greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Engineer's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Engineer and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Engineer's fee, provided that they amend this Agreement in writing as provided in Section 20.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against claims, suits, liabilities, damages, expenses (including reimbursement of reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement. Consultant's defense obligation under this indemnity paragraph includes only the reimbursement of reasonable defense costs to the extent of Consultant's actual indemnity obligation hereunder.

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

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

11.4. No Personal Liability. Client expressly waives that right to sue or otherwise make any claim against any of the Engineer's officers or employees, past or present, as individuals, for any cause.

11.5. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If Engineer provides Services to Client that the parties do not confirm through execution of an amendment to this

Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. Engineer's Insurance. Engineer will obtain, if reasonably available, the following coverage:

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

12.1.2. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate limit;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with a combined single limit per occurrence of \$1,000,000; and

12.1.4. Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.

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

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

13. OWNERSHIP AND USE OF DOCUMENTS

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

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



13.3. Use of Documents. All Documents prepared by Engineer are solely for use by Client.

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

13.3.2. Use by Engineer. Engineer retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

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

13.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Engineer's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Engineer's express prior written consent. Client waives any and all claims against Engineer resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Engineer from and against any claim, action or proceeding brought by any party (including reasonable attorneys fees, expert fees and other costs of defense) arising out of the reuse, alteration, or reliance on the Documents or information or opinions contained in Documents without having obtained Engineer's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If Engineer provides laboratory testing or analytic Services, Engineer will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly

pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

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

15. RELATIONSHIP OF THE PARTIES

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

16. CONSENT TO ASSIGNMENT

Client and Engineer, respectively, each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this Agreement. Neither Client nor Engineer shall assign, sublet or transfer any rights under or interest in this Agreement without the prior written consent of the other party, including but not limited to: (a) any interest in the proceeds of this Agreement, or any proceeds of claims arising from or under this Agreement; (b) any claims, causes of action or rights against the other party arising from or under this Agreement; (c) the control of claims or causes of action against the other party arising from or under this Agreement; and (d) any proceeds from claims or causes of action as security, collateral or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between parties.

Engineer may subcontract for the services of others without obtaining Client's consent if Engineer deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

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

17.2. Liability. Engineer is not liable to Client for any failure to perform or delay in performance due to



circumstances beyond Engineer's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

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

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

18.3. Payment on Termination. Following termination other than for Engineer's material breach of this Agreement, Client will pay Engineer for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Engineer's then current Fee Schedule.

19. DISPUTES

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

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or

a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

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

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Engineer's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

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

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

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

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

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

End of General Conditions



Administrative Offices
1163 E. Seventh Street
Chico, CA 95928-5999

530/891-3000
fax 891-3220
www.ChicoUSD.org

Contract Summary

For use to document services provided to Chico Unified School District by a vendor using a taxpayer ID.

PART 1: VENDOR INFORMATION

Company Name: Spainhower Building Services
Primary Contact: Christopher Spainhower
Email Address: Ctsbs2@gmail.com
Street Address/POB: 4335 Calenbar Road
City, State, Zip Code: Paradise, CA 95969
Phone: (530) 762-8552
Taxpayer Identification: _____

PART 2: SCOPE OF WORK FOR SERVICES Services to be provided to CUSD.

1. Effective Dates (to occur within fiscal year): From 12/1/16 To 1/31/17
2. Location of Services: Pleasant Valley High School Site Code: 020
3. CUSD Contact: Marla Campos Phone: (530) 891-3209
4. Account Code to be used. _____

	Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
1	10,000%	1	0500	0	0000	8100	5800	020	2020
2	0%								
3	0%								

5. Scope of Work (please provide an overview of the services to be performed):
Addition of office to classroom B2 at PVHS. Relocate cabinet, demolition to re-frame, insulate, drywall, electrical, ceiling fan light, HVAC ducting, paint, baseboards, window and door.

6. Itemized Costs (for Type specify "lump sum", "hourly", "daily")

Line Item/Service Description	Type	Quantity	Rate
a. <u>See attached</u>	(Select Type)	_____	\$ <u>11,600.00</u>
b. _____	(Select Type)	_____	\$ _____
c. _____	(Select Type)	_____	\$ _____
d. _____	(Select Type)	_____	\$ _____
e. _____	(Select Type)	_____	\$ _____
I. GRAND TOTAL			\$ <u>11,600.00</u>

7. Special terms (may include termination clause, unique conditions, site provisions): _____

PART 3: AUTHORIZATION AND ACCEPTANCE BY CHICO UNIFIED SCHOOL DISTRICT

Julia M. Kistler
Signature of CUSD Administrator

Julia Kistler, Director Facilities and Construction
Printed Name

2/6/17
Date

Board Ratification Date: _____

INVOICE

Spainhower building Services

4335 Calernbar Road
Paradise, Ca 95969

Maria Campos (CUSD)

Phone: (530) 762-8552
Email: Ctssbs2@gmail.com@gmail.com

Payment Terms	Due upon receipt
Invoice #	016010
Date	01/10/2017
Business / Tax #	license #799355

Description	Total
Add Office To PV Classroom	\$11,600.00
Relocate standing cabinet to new location. Demo casework, chalkboard, projection screen and lighting to facilitate connection of new wall framing. Framing, insulate, drywall and drywall finishes at new wall locations. Electrical to add an outlet to the new room and to hang an owner provided ceiling fan light combo. HVAC supply ducting to add conditioning to office. Paint new surfaces as needed. Install baseboard at new walls. Install 36" door and a 36"x36" window in new walls.	

Subtotal	\$11,600.00
Total	\$11,600.00

Summary

Paid	\$0.00
Amount Due	\$11,600.00

01-0500-0-0000-8100-5800-020-2020

OK to Pay
Marie Parley

By signing this document, the customer agrees to the services and conditions outlined in this document.



Administrative Offices
1163 E. Seventh Street
Chico, CA 95928-5999

530/891-3000
fax 891-3220
www.ChicoUSD.org

Contract Summary

For use to document services provided to Chico Unified School District by a vendor using a taxpayer ID.

PART 1: VENDOR INFORMATION

Company Name: United Building Contractors, Inc.
Primary Contact: Jim Gilmore
Email Address: _____
Street Address/POB: P.O. Box 6039
City, State, Zip Code: Chico, CA 95927
Phone: (530) 345-8455
Taxpayer Identification: 20-0494371

PART 2: SCOPE OF WORK FOR SERVICES Services to be provided to CUSD.

- Effective Dates (to occur within fiscal year): From 10/30/16 To 1/31/17
- Location of Services: Pleasant Valley High School Site Code: 020
- CUSD Contact: Lalanya Rothenberger Phone: _____
- Account Code to be used. _____

	Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
1	0%	1	6382	0	3819	8500	6200	020	2020
2	0%								
3	0%								

5. Scope of Work (please provide an overview of the services to be performed):
The scope of work includes all materials and labor to build out classroom M-3 to deliver a Production Studio. The new studio includes a lobby/reception area, a group size isolation sound recording booth, three small isolation booths, a large Master Control Room "MCR" and a larger flexible set room with built-in cyclorama wall.

6. Itemized Costs (for Type specify "lump sum", "hourly", "daily")

Line Item/Service Description	Type	Quantity	Rate
a. <u>See attached "Scope of Work"</u>	(Select Type)	_____	\$ <u>91,738.00</u>
b. _____	(Select Type)	_____	\$ _____
c. _____	(Select Type)	_____	\$ _____
d. _____	(Select Type)	_____	\$ _____
e. _____	(Select Type)	_____	\$ _____
i. GRAND TOTAL			\$ <u>91,738.00</u>

7. Special terms (may include termination clause, unique conditions, site provisions):

PART 3: AUTHORIZATION AND ACCEPTANCE BY CHICO UNIFIED SCHOOL DISTRICT


Signature of CUSD Administrator

Julia Kistee, Director Facilities and Construction
Printed Name

2/6/17
Date

Board Ratification Date: _____



P O Box 6039
Chico, CA 95927

Phone: 530.345-8455
Fax: 530.345.8885

Chico Unified School District
1163 E 7th Street
Chico Ca 95928

Attention: Lalanya Rothenberger

1/19/17

RE: Pleasant Valley High School M3 Production Studio

Please Find the Scope for the M3 Production Studio @ PV High School:

- Infill Existing Classroom for Production Studio

TOTAL \$91,738.00

Exclusions/Terms

- Permits & Any Testing/Inspection by District
- Prevailing Wage Project

Thank you for the opportunity to provide you with these estimates. If there are any questions please give us a call.

Thank you,

Edgar Ibarra

United Building Contractors, Inc.

Pleasant Valley High School Production Studio

Scope of Work

The Scope of Work for the Pleasant Valley High School Production Studio includes all materials and labor to build out classroom M-3 to deliver a Production Studio as shown on the plans and described herein the Scope of Work Document.

The new studio includes a lobby/reception area, a group size isolation sound recording booth, three small isolation booths, a large Master Control Room "MCR" and a larger flexible set room with built-in cyclorama wall.

The studio shall include:

Flooring. New carpet tile flooring and base in the flexible set room and all four sound recording/isolation booths. All existing flooring must be prepped to accommodate proper placement of new flooring. The existing electrical and data boxes in the future flexible set room are to be removed and covered with a plate. Plate must not be so high as to create tripping hazard under new carpeting.

New laminate wood grain flooring shall be placed in the MCR and the lobby/reception area. All existing flooring must be prepped to accommodate proper placement of new flooring.

Necessary transition strips shall be included.

Walls and Insulation. All new walls shall be wood walls, properly framed to accommodate weight of new materials and braced in all places necessary, including above. All new walls shall have R__ unfaced batt insulation included to help mitigate sound travel between rooms.

New Windows. All new windows, including half-lites in new doors shall be dual paned. The project scope calls for seven (7) new half-lites and five (5) total 8' x 4' fixed windows. **Please include option for sliding window between MCR and flexible set room.**

Doors and Hardware. Seven new interior heavy-duty wood doors and lever hardware shall be included. Doors shall be painted to match the walls (see Painting). No closers are required. Three doors will require ADA compliant panic hardware. The same three doors will require fire Exit signs above the door (see signage).

Existing window frames and doors and door frames shall be painted to match the walls (except the one window which will be covered between classroom M-3 and M-4).

Painting. All existing and new walls shall be painted. Existing walls must have staples and nails removed, patched as reasonable and painted. The Client, hereafter referred to as "Michael Peck", has up to three paint colors allowed to be selected for the project. Paint colors may be selected after project has begun.

All existing door frames, doors, and window frames must be painted to match the walls. A minimum of two coats is required.

The existing soffit shall be painted to match the ceiling.

Existing t-bar grid and acoustical panels are to be painted above the MCR and the flexible set room.

Existing raceway along walls are to remain in place and must be painted. New black outlets are to be installed at existing outlets locations and data ports are to be covered and protected during painting of the raceway.

Signage. Three Exit signs are to be placed and centered above three doorways as noted on the plans. These should remain lit during a fire event in case the main electricity is not working.

Three new electrical signs that state, something to the effect of "Recording In Session" shall be furnished by Michael Peck and hardwired and mounted by contractor.

Additional signage shall be furnished and installed on each door identifying the room. Typically mounting and signage material used. The contractor must review the signage schedule with Michael Peck prior to ordering and installing the signs.

Demo. All built-in casework (except the two shown on plans to remain) shall be removed and discarded. The existing flooring will remain. The existing T-Bar grid and ceiling tiles to remain. Any lighting fixtures that need to be removed shall be preserved for future use by the District. The existing clock and speaker shall be removed. The existing white board shall be removed. The floor boxes in the floor shall be removed with wiring preserved for future use and plates placed over the access. All locations where items are removed need to be properly patched and prepared for new construction. Existing raceway with electrical and data outlets shall remain except where it needs to be modified for new construction. Existing fire extinguisher cabinet to remain. Existing doors to remain, with the exception of the one door that connects M-3 to M-4; that door is to have a modified door swing to accommodate the new design. Existing tack board is to remain-it is to be reasonable patched and repaired before painting. Existing HVAC supply and return to remain, except where it shown to be modified per the plans.

HVAC. HVAC to be modified so that two supply registers and one return in added to existing ductwork.

Electrical. Each recording studio shall have six electrical outlets and two data outlets. The MCR will need 8 electrical outlets and 4 data outlets. Existing electrical and data on flexible set room to remain.

One recessed soffit can light is to be placed in each of the three small isolation booths. A new switch that operates the light shall be added to each room. The existing lighting in these rooms is to be removed and reserved for the District.

The existing WAP is to remain. The existing projector and projector screen is to be removed including mounting materials and preserved for the District.

Michael Peck is to furnish a new decorative light for the lobby/reception area. This items is OFCI. Existing lighting in the lobby/reception area is to be removed and preserved for the District's future use.

Switching. The new lobby/reception light shall have it's own switch located in that room. The new MCR shall have a switch for the lights in the MCR and for the lights in the flexbile set area. The Flexible Set Area shall have its own switch for the lights in that area.

Casework. Existing casework to be removed except two that are shown on the plans to remain. The two that are shown shall be painted a matte black on the exterior and on the flip side of the doors. Contractor is responsible to prepare casework as necessary for painting and also to ensure it is properly braced to the wall.

New desktop/table tops are to be installed in all four recording studios. See plans for detail.

Framing. Typical wood infill framing is to be used, with all backing included for casework.