

Central Unified
4605 N. Polk Avenue
Fresno CA 93722

Purchase Order No.
The number below MUST appear on all invoices, pkgs., etc.
184472
Order Date: 01/29/2018

(559) 274-4700 FAX: ()

cc: Anita L.

Invoice To:

Ship Prepaid To:

.CENTRAL UNIFIED SCHOOL DISTRICT 8100 - CENTRAL USD FACILITIES
ACCOUNTS PAYABLE (559-274-4700) MARIA S. (559) 274-4700x63101
4605 N POLK 4605 N. POLK
FRESNO CA 93722-5334 FRESNO CA 93722-0000

TO: VE# 2763 FAX# (559) 268-0740 Phone# (559) 268-7021

MOORE TWINING ASSOCIATES INC
2527 FRESNO STREET
FRESNO CA 93721

Remit To:
MOORE TWINING ASSOCIATES INC
PO BOX 1472
FRESNO CA 93716-0000

Quantity Ordered	Unit of Measure	Description of Articles or Service	Unit Price	Total Cost
1	Each	FACILITIES: W. SHIELDS ELEMENTARY - SOIL STOCKPILE REMOVAL OVERSIGHT AND REPORTING	\$0.00	\$0.00
1	Each	MTP# 3118-0060 "SPECIFIC" PO - VALID UNTIL JUNE 30, 2018 INV. NOT TO EXCEED PO AMOUNT NOTE: VENDOR MUST CHECK-IN AT MAIN OFFICE **FREIGHT DELIVERIES BY APPT ONLY** DELIVERIES NOT SHIPPED TO "SHIP PREPAID" ADDRESS ABOVE WILL BE REFUSED.	\$1,705.00	\$1,705.00
			Sub Total:	\$1,705.00
			Discount:	\$0.00
			Tax:	\$0.00
			P.O. Total:	\$1,705.00

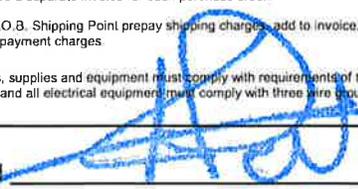
Requested By: MARIA D SANTOS	Authorized By: kh	Requisition #: 184895
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Fu---Re---Y-Gl---Fn---Ob-----Si---RP---Mg
2500-00000-0-0000-8500-617004-016-4517-8100

Amount
\$1,705.00

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the D.I.R. pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

1. If unable to fill order or invoice exactly in accordance with description, unit and price hereon, do not ship. Advise us.
2. If price is omitted on order it is agreed that your price will be the lowest prevailing market price.
3. Orders not received on date specified may be cancelled by us.
4. Goods subject to our inspection on arrival.
5. There must be a separate invoice for each purchase order.
6. On orders F.O.B. Shipping Point prepay shipping charges, add to invoice, and attach paid freight bill as evidence of prepayment charges.
7. All materials, supplies and equipment must comply with requirements of the California Occupational Safety and Health Act and all electrical equipment must comply with three wire grounding requirements.

Approved 

FEB 02 2018



January 12, 2018

MTP# 3118-0060

Mr. Joseph Martinez
Central Unified School District
4605 North Polk Avenue
Fresno, California 93657

RE: Proposal for Soil Stockpile Removal Oversight and Reporting
Proposed West Shields Elementary School
4108 West Shields Avenue
Fresno, California

Dear Mr. Martinez:

We appreciate the opportunity to submit this proposal to perform Soil Stockpile Removal Oversight and Reporting for the above referenced property (Site). This proposal was prepared at your request and presents the purpose and proposed scope of work for this project and a fee estimate. The limitations of our work and the client's responsibilities are also discussed.

It is our understanding that in a response letter to a Phase I Environmental Site Assessment (Phase I ESA) report prepared for the Site by Salem Engineering Group, Inc., (Salem) dated September 26, 2016, the Department of Toxic Substances Control (DTSC) in a letter dated January 18, 2017 (DTSC letter), recommended that the Central Unified School District enter into an Environmental Oversight Agreement (EOA) with the DTSC to oversee the preparation of a Preliminary Endangerment Assessment (PEA) for the proposed West Shields Elementary School.

BACKGROUND

The Site comprises approximately 10 acres of vacant land and is located on the northwest corner of West Shields Avenue and North Brawley Avenue in Fresno, California. According to the Salem Phase I ESA report, the Site was used for agricultural purposes from at least 1937 until 1998.

The Phase I ESA report identified soil stockpiles, located in the northwest corner of the Site, as a Recognized Environmental Condition (REC) due to the potential of persistent herbicides and pesticides contamination in soils related to the historical agricultural use of the Site. It is Moore Twining's understanding that the DTSC recommended that the stockpiles be removed from the Site before the PEA is conducted.

The stockpiled soils have been sampled, tested and reported by Moore Twining Associates, Inc. (Moore Twining) on January 8, 2018 to the Central Unified School District.

PURPOSE OF INVESTIGATION

It is our understanding that the purpose of the removal of the soil stockpiles, as discussed with the Department of Toxic Substances Control, was to eliminate potential concerns of the origin of the soils prior to preparation of a Preliminary Endangerment Assessment (PEA) for the proposed West Shields Elementary School.

SCOPE OF WORK

The following scope of work is proposed to provide and oversight for stockpiled soil removal on the Site.

Task 1 – Field Activities

Soil Stockpiles

Moore Twining will conduct professional oversight services to CUSD of a licensed contractor for the loading and hauling of approximately 600 cubic yards of soil to an approved soil disposal facility. Including the inspection of the site upon completion.

Task 2 – Report Preparation

Once the soil has been removed and disposed to an approved facility, Moore Twining will compile "weight" tickets from the contractor, document the proceeding of the soil removal, and prepare a report summarizing the observations and findings from the soil removal and disposition. The report will be signed by a registered geologist or engineer.

FEE ESTIMATE

Moore Twining provides environmental services on a "time and materials" basis. Assumptions on which Moore Twining has based this fee estimate are presented in the "**LIMITATIONS**" section of this document.

Our itemized fee estimates for the work scopes described in Tasks 1 and 2 above are summarized as follows:

Task 1 – Field Activities:	\$740.00
Task 2 –Report Preparation:	<u>\$965.00</u>
TOTAL ESTIMATED FEE	\$ 1,705.00

Moore Twining will invoice the project as the listed tasks are completed.

CONSTRUCTION PRICING

On the behalf of CUSD, Moore Twining obtained the services and pricing of a contractor that we have done similar work with in the past. The construction contractor will provide labor, materials and typical "heavy equipment" for loading of soil and the trucks for hauling soils to an approved and licensed facility for the receiving of soils. The labor rates will be Prevailing Wage and the Certified Payroll Report will be provided to the school district. Upon approval of this contractor, Moore Twining will notify the construction contractor to prepare and enter into contract with the Central Unified School District. The lump sum fee given to Moore Twining was **\$17,880.00**

PROJECT SCHEDULE

Field work can begin within three (3) days of receiving notification of the construction contractor. The proposed scope of work will require approximately one to two business days to complete. The report documenting the soil removal would be submitted for your review within one (1) week of receiving disposal documentation.

CLIENT RESPONSIBILITIES

In order to conduct this work in a timely manner, we request that the client provide the following:

- 1) Written permission from the current property owner and tenant(s) to conduct the work scope described herein;
- 2) Existing development plans and/or "as built plans" showing the locations of underground improvements, i.e., utilities, etc., on the project site; and
- 3) Reasonable access to the site to conduct the field work.

LIMITATIONS

The fees presented herein were derived from Moore Twining's experience on previous projects. In the event tasks are required which are not included or deviate from the assumptions outlined herein, additional services resulting from these deviations will be billed on a "time and materials" basis. No additional resources will be expended without your prior approval.

Moore Twining's professional services will be performed, findings obtained, and conclusions prepared consistent with the generally-accepted environmental assessment principles and practices in California at the time the work is performed. This warranty is in lieu of all other warranties, either expressed or implied.

CLOSING

A standard Agreement for Services is included with this proposal. The agreement and this proposal would set forth the terms and conditions under which Moore Twining Associates, Inc., would conduct oversight services of the removal of stockpiled soil. A fully executed Agreement would be our notice to proceed.

Again, thank you for this opportunity to present this proposal and to express our sincere interest in working with you on this project. If you have questions, please contact our office. Our environmental services staff can answer your inquiries regarding this proposal at (800) 268-7021.

Sincerely,

MOORE TWINING ASSOCIATES, INC.

Environmental Services Division



Vern Bennett, PG 8484
Senior Geologist

Enclosure: Professional Services Agreement
Attachment A: Contractor Proposal

PROFESSIONAL SERVICES AGREEMENT

Central Unified School District and Moore Twining Associates, Inc.

Client:	Mr. Joseph Martinez josephmartinez@centralusd.k12.ca.us	Consultant:	
Name	Central Unified School District	Name	Moore Twining Associates, Inc.
Address	4605 North Polk Ave Fresno, CA 93657	Address	2527 Fresno Street Fresno, California 93721-1804
Phone	858-546-4424	Phone	(559) 268-7021
Fax		Fax	(559) 268-7126

Central Unified School District and Moore Twining Associates, Inc. Agree as Follows:

Central Unified School District (Hereafter called Client) will retain Moore Twining Associates, Inc. to render professional environmental services.

A. Moore Twining Associates, Inc. (hereafter called Moore Twining) agrees to perform the following scope of services:

During the term of this Agreement and subject to the terms and conditions herein set forth, Client will call upon Moore Twining to conduct a Stockpile Sampling and Analysis

B. Client agrees to compensate Moore Twining for such services as follows:

Pursuant to the attached Proposal (Exhibit A, our reference MTP No. 3118-0060), dated January 12, 2018, Moore Twining will perform these services for a "Lump Sum" of \$1,705.00 with additional fees for other out of scope items if requested. Payment is due and payable upon presentation. A finance charge will be added to all balances over thirty days old. The finance charge is computed at a rate of 1.5% per month, which is an annual rate of 18%.

C. This Agreement is subject to provisions 1 through 19 contained herein, and the terms and conditions contained in Exhibits attached herewith and made a part hereof.
EXHIBIT "A" Proposal.

IN WITNESS WHEREOF, the parties hereby execute this agreement on the dates and upon the provisions stated.

CLIENT	<u>CENTRAL UNIFIED SCHOOL DISTRICT</u>	CONSULTANT	<u>MOORE TWINING ASSOCIATES, INC.</u>
BY		By	_____
NAME/TITLE	_____	NAME/TITLE	_____
DATE SIGNED	<u>1-31-18</u>	DATE SIGNED	_____

ADD ALTS
REQ.(OPT) _____

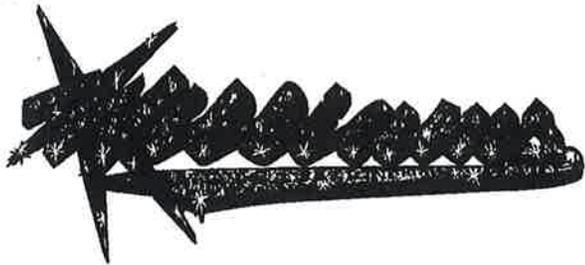
Provisions of Agreement Initial here:  (Central Unified School District) _____ (Moore Twining)

Central Unified School District (client) and Moore Twining Associates, Inc. agree that these provisions shall be part of their agreement:

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the client and Moore Twining. This agreement shall not be assigned by either the client or Moore Twining without the prior written consent of the other.
2. All documents produced by Moore Twining under this agreement shall remain the property of Moore Twining and may not be used by the client for any other endeavor without the written consent of Moore Twining.
3. Unless otherwise stated, Moore Twining will have access to the Site for activities necessary for the performance of their services. Moore Twining will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.
4. Unless otherwise specified, this agreement shall be governed by the laws of the State of California.
5. The client agrees not to permit any other person to use plans, drawings, or other work product prepared by Moore Twining, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by Moore Twining. If Moore Twining's work product exists in electronic or computerized format, or is transferred in electronic or computerized format, the stamp, seal and signature shall be original and may not be a computer-generated copy, photocopy, or facsimile transmission of the original.
6. The client agrees that if the client requests services not specified pursuant to the scope of services description within this agreement, the client agrees to pay for all such additional services as extra work according to Moore Twining's current fee schedule.
7. This agreement may be terminated by the client or Moore Twining should the other fail to perform its obligations hereunder. In the event of termination, the client shall pay Moore Twining for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
8. The client acknowledges that Moore Twining is not responsible for the performance of work or Site safety by third parties including, but not limited to, the construction contractor and its subcontractors.
9. The client shall pay the costs of checking and inspections fees, zoning and annexations applications fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
10. Moore Twining is not responsible for delay caused by activities or factors beyond Moore Twining's reasonable control, including but not limited to, delays by governmental agencies, acts of God, failure of the client to furnish timely information or approve or disapprove of Moore Twining's services or work product promptly, faulty performance by the client or other contractors or governmental agencies. When such delays beyond Moore Twining's reasonable control occur, the client agrees Moore Twining is not responsible for damages nor shall Moore Twining be deemed to be in default of this agreement.
11. Moore Twining shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.
12. Moore Twining makes no representation concerning the estimated quantities and probable costs made in connection with maps, plans, specifications, reports or drawings other than that all such costs are estimates only and actual costs will vary. It is the responsibility of client to verify costs. In addition, estimates of land areas provided under this agreement are not to be considered precise unless consultant specifically agrees to provide the precise determination of such areas.
13. The client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including all safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and client further agrees to defend, indemnify and hold Moore Twining harmless from any and all liability, real or alleged, in connection with the performance of service on this project, excepting liability arising from the sole negligence of Moore Twining.
14. Moore Twining makes no warranty, either expressed or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the service or work product were performed pursuant to generally accepted standards of practice in California in effect at the time of performance.
15. In the event the client agrees to, permits, authorizes, constructs or permits construction of changes in the plans, specifications, and documents or does not follow recommendations or reports prepared by Moore Twining pursuant to this agreement, which changes are not consented to in writing by Moore Twining, the client acknowledges that the changes and their effects are not the responsibility of Moore Twining and the client agrees to release Moore Twining from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless Moore Twining, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.
16. In the event the client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during any phase of the project, the client agrees to notify Moore Twining and engage Moore Twining to prepare the necessary clarifications, adjustments, modifications or other changes to Moore Twining's services or work product before activities commence or further activity proceeds. Further, the client agrees to have a provision in its construction contracts for the project which requires the contractor to notify the client of any changes in field or other conditions so that the client may in turn notify Moore Twining pursuant to this paragraph.
17. The client shall indemnify and hold harmless Moore Twining and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the client, anyone directly or indirectly employed by the client (except Moore Twining), or anyone for whose acts any of them may be liable.
18. In recognition of the relative risks, rewards, and benefits of the project to both the client and Moore Twining, the risks have been allocated such that the client agrees that, to the fullest extent permitted by law, Moore Twining's total liability to the client and to all contractors and subcontractors for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed ten (10) times Moore Twining's fee or \$20,000.00 whichever is less. Such causes include, but are not limited to, Moore Twining's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
19. (a) Notwithstanding any other provision of the Agreement and except for the provisions of (b) and (c), if a dispute arises regarding Moore Twining's fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between the client and Moore Twining, both the client and Moore Twining agree to attempt to settle the fee dispute by mediation through the American Arbitration Association [or other mediation service] before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. (b) does not preclude or limit Moore Twining's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court. (c) does not preclude or limit Moore Twining's right to elect to perfect or enforce applicable mechanics lien remedies.

ATTACHMENT A

CONTRACTOR PROPOSAL



OFF (559) 227-1080 FAX (559) 227-0506

244 E. Princeton ave. Fresno, California 93704
williamsexcavation@yahoo.com
CA CONT LIC. #314407

PROPOSAL AND CONTRACT

Date JANUARY 8, 2017

Name MOORE TWINING & ASSOCIATES, INC. • VERN • PH. 268-7021 •

Address P.O. BOX 1472 FRESNO, CALIFORNIA 93716

Job Address N/W CORNER SHIELDS + BRAWLEY AVE. FUTURE SCHOOL SITE.

The undersigned agrees to furnish and provide necessary labor, materials, tools, implements, and appliances to do, perform and complete in good workmanlike manner the following:

** WILLIAMS EXCAVATION IS TO LOAD AND Haul OFF-SITE APPROXIMATELY 600 C.Y. OF FILL DIRT DUMPED ON SITE FROM OUTSIDE SOURCES. THIS IS A PREVAILING WAGES PROJECT AND CERTIFIED PATROL REPORT WILL BE PROVIDED TO SCHOOL DISTRICT. NOTE! MOORE TWINING IS TO PROVIDE SOIL SAMPLES TEST RESULTS FOR THIS SOIL. MOORE TWINING IS TO INSPECT SITE UPON COMPLETION. **

All the above work to be completed for the sum of SEVENTEEN THOUSAND EIGHT HUNDRED EIGHTY AND NO/100 Dollars (\$ 17,880.00)

Any alterations or deviation from the above, involving extra cost of material or labor, will be executed only on written orders for same and will become an extra charge over the sum mentioned above.

** CERTIFICATES OF INSURANCES ARE AVAILABLE UPON OWNERS REQUEST. **
All agreements must be in writing.

In the event that it becomes necessary to institute suit or to employ an attorney to collect any payment due the undersigned for labor or materials furnished under this agreement or any modification thereof, or interpret any provision of this contract, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs, expert witness fees, and/or mediation fees in addition to any other relief to which that party may be entitled.

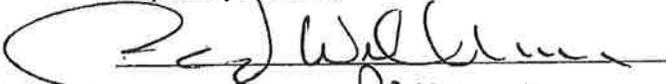
Terms of payment shall be as follows:

IN FULL WITHIN 30 DAYS OF COMPLETION OF ALL WORK LISTED ABOVE.

A finance charge of 1 1/2% per month (18% per year) will be added to all past due amounts.

This proposal is void if not accepted within 45 days.

Respectfully submitted,


ACCEPTANCE - PRESIDENT -

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which _____ agrees to pay the amount mentioned in said proposal and in accordance with the terms thereof. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' License Board, 9835 Goethe Road, Sacramento, CA 95827. Mailing Address: P.O. Box 26000, Sacramento, CA 95826.

ACCEPTANCE AND AUTHORIZED BY

Signed _____

Date _____, 20____ Signed 