

Central Unified  
4605 N. Polk Avenue  
Fresno CA 93722

**Purchase Order No.**

The number below MUST appear  
on all invoices, pkgs., etc.

191763

(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

**P.O. Date:** 08/23/2018

**Req Date:** 08/21/2018

**TO:** VE# 1052 FAX# (559) 276-9344 Phone# (559) 276-9311

**TECHNICON ENGINEERING SERV INC**  
4539 N BRAWLEY #108  
FRESNO CA 93722-3950

**Remit To:**

TECHNICON ENGINEERING SERV INC  
4539 N BRAWLEY #108  
FRESNO CA 93722-3950

Quantity Ordered	Unit of Measure	Description of Articles or Service	Unit Price	Total Cost
1	Each	FACILITIES: EL CAPITAN MARQUEE #1617-120; CABINET APPROVED; RFP TESTING LAB APPROVED: 3.28.17	\$0.00	\$0.00
1	Each	TES: #MP18-059  "SPECIFIC" PO - VALID UNTIL JUNE 30, 2019 INVOICE NOT TO EXCEED PO AMOUNT FREIGHT DELIVERIES BY APPT ONLY DELIVERIES NOT SHIPPED TO "SHIP PREPAID" ADDRESS WILL BE REFUSED. PO SUBJECT TO PO TERMS AND CONDITIONS - see www.centralunified.org **VENDOR MUST CHECK-IN AT MAIN OFFICE	\$9,923.00	\$9,923.00
			Sub Total:	\$9,923.00
			Discount:	\$0.00
			Tax:	\$0.00
			P.O. Total:	\$9,923.00

<b>Requested By:</b>	MARIA D SANTOS	<b>Authorized By:</b>	kh	<b>Requisition #:</b>	191802
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Fu---Re---Y-Gl---Fn---Ob-----Si--RP---Mg  
1400-00000-0-0000-8500-620019-100-4545-8100

Amount  
\$9,923.00

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

AUG 28 2018



GEOTECHNICAL & ENVIRONMENTAL ENGINEERING - CONSTRUCTION TESTING & INSPECTION

**COST ESTIMATE**

April 13, 2016

TES #MP18-059

Mr. Joseph Martinez  
Central Unified School District  
Phone: (559) 274-4700 ext. 63101  
Email: josephmartinez@centralusd.k12.ca.us

PROJECT: El Capitan Middle School Marquee Sign (4545)  
4443 W. Weldon Avenue  
Fresno, CA

SUBJECT: Cost Estimate for Materials Testing and Inspections Services

Mr. Martinez:

In accordance with your request, **TECHNICON** Engineering Services, Inc. is pleased to provide you with this cost estimate for testing for the above referenced project. We will do our best to keep the testing cost to a minimum. This estimate is based on the **preliminary** construction schedule and information provided by Central Unified School District which are subject to change.

El Capitan Middle School Marquee Sign 4443 W. Weldon Avenue Fresno, CA	Quantity	Rate	Estimated Fees
<b>Earthwork</b>			
Compaction Testing Soils	2/Hour	\$94/Hour	\$188
Compaction Testing Trenches	2/Hour	\$94/Hour	\$188
Compaction Testing Building Pad	2/Hour	\$94/Hour	\$188
Fill Placement Observation	2/Hour	\$94/Hour	\$188
Sample Pickup	2/Hour	\$84/Hour	\$168
MD/OM Curves ASTM D1557	2/Each	\$195/Each	\$390
MD/OM Curves CAL 216	1/Each	\$205/Each	\$205
<b>Subtotal for Earthwork</b>			<b>\$1,515</b>
<b>Concrete</b>			
Concrete Sampling	4 Hours	\$94/Hour	\$376
Sample Pickup	2 Hours	\$84/Hour	\$168
Concrete Compression Testing (Set of 4)	2 Sets	\$100/Set	\$200
<b>Subtotal for Concrete</b>			<b>\$744</b>

CORPORATE OFFICE - 4539 N. Brawley Avenue #108, Fresno, CA 93722 - P 559.276.9311 - F 559.276.9344

VISALIA OFFICE - 151 S. Dunworth Avenue, Visalia, CA 93292 - P 559.732.0200 - F 559.732.0830

MERCED OFFICE - 2345 Jetway Drive, Atwater, CA 95301 - P 209.384.9300 - F 209.384.0891

www.technicon.net

<b>Structural Steel</b>			
Shop Welding	24/Hour	\$100/Hour	\$2,400
Field Welding	8/Hour	\$100/Hour	\$800
Epoxy Anchor Bolt Installation	2/Hour	\$100/Hour	\$200
High Strength Bolt Tension Test	2/Hour	\$100/Hour	\$200
Anchor Bolt Load Testing	2/Hour	\$100/Hour	\$200
Material Identification	4/Hour	\$100/Hour	\$400
Reinforcing Steel Sample & Tagging	2/Hour	\$95/Hour	\$190
Tension Test Steel #2-#8	1/Each	\$75/Each	\$75
Bend Test Reinforcing Steel #2-#8	1/Each	\$70/Each	\$70
<b>Subtotal for Structural Steel</b>			<b>\$4,535</b>
<b>Report Preparation</b>			
Registered Civil Engineer	2 Hours	\$184/Hour	\$368
Project Management	4 Hours	\$126/Hour	\$504
Administrative Staff	4 Hours	\$80/Hour	\$320
Drafting	2 Hours	\$80/Hour	\$160
<b>Subtotal for Report Preparation</b>			<b>\$1,352</b>
<b>Travel</b>			
Travel Time	4/Hour	\$79/Hour	\$316
Mileage	260/Mile	\$0.85/Mile	\$221
Fuel Surcharge	20/Trips	\$25/Per Trip	\$500
<b>Subtotal for Travel</b>			<b>\$1,037</b>
<b>Final Reports</b>			
Final Soils	1/LS	\$370/LS	\$370
Final Structural	1/LS	\$370/LS	\$370
<b>Subtotal for Final Reports</b>			<b>\$370</b>
<b>ESTIMATED TOTAL OF CONSTRUCTION TESTING AND INSPECTION</b>			<b>\$9,923</b>

<b>Rates (additional charges)</b>	
Overtime @ 1.5 x\$94.00 – (If required after 8 hours and Saturdays)	\$141/Hour
Overtime @ 1.5 x\$100.00 – (If required after 8 hours and Saturdays)	\$150/Hour
Double time @ 2 x\$94.00 (If required after 12 hours and Sundays and Holidays)	\$141/Hour
Double time @ 2 x\$100.00 (If required after 12 hours and Sundays and Holidays)	\$200/Hour

### CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 90 days. Our technicians and inspectors will attempt, wherever possible, to combine observation and testing during site visits, in order to keep the final bill as low as possible. However, as the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only, and shall not be construed as guaranteed maximum fees. The invoices will reflect the time spent and service performed, and may be greater or less than the estimated amounts.

Fees are predicated upon our understanding that this project **is subject to California Prevailing Wage Law (i.e. certified payroll)**, and are based upon straight-time rates. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge. Saturdays, night work, and premium hours (before 7 a.m., after 5 p.m. or in excess of 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. TECHNICON will notify the DSA project inspector for authorization to perform our service on overtime. Field services for regular work days are subject to a 2-hour minimum charge for inspections, consultations, sampling, or show up time and 2-hour increments, M-F 7 a.m. to 3 p.m. with a minimum of 48 hour schedule notice and a 4 hour cancellation notice. Time is accumulated on a portal to portal basis. Routine project supervision by an engineer has been included in the above quotation. However, please note that the above quotation does not include charges for weekly site meetings, plan reviews, site visits to address unforeseen problem areas, or other such services. Fees for such services will be charged at the fee schedule rates in effect at the time of the services request.

Charges for reinspection due to failing results, or when testing or inspection is requested but the contractor is not ready and does not cancel scheduled work are also not included in the estimate and will be billed at the hourly rates listed previously. This firm shall not be responsible for backcharging contractors.

**Client agrees to pay for the described services in accordance with the compensation provisions in the cost estimate. Unless otherwise specified in the cost estimate, payment to Consultant will be made within 30 days of the date of billing. Our unit cost was based on work being conducted locally. Should portions of the work be subcontracted to out-of town subcontractors, additional incurred costs will be charged accordingly.**

\*Rates are subject to change due to changes in Prevailing Wage Law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any addition aspect of the project, the Client agrees to pay TECHNICON Engineering Services, Inc. (Consultant) any and all additional compensation necessary to adjust Consultant's Wage, to pay any penalties that may be levied against Consultant due to alleged compliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to Prevailing Wage is determined not to be subject to prevailing Wage, no refund of fees will be given.

Respectfully submitted,  
**TECHNICON Engineering Services, Inc.**

Darren G. Williams, RCE  
Principal

Accepted By: 

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

P.O. #: \_\_\_\_\_

CONSULTING  
CONTRACT TERMS AND CONDITIONS (REV 1/2018)

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I SCOPE

Consultant (**TECHNICON**) agrees to perform the services described in the proposal which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Consultant shall not be construed to exceed those services specifically set forth in the proposal. The proposal and these terms and conditions, when executed by Client, shall constitute a binding agreement on both parties.

II COMPENSATION

Client agrees to pay for the described services in accordance with the compensation provisions in the proposal. Unless otherwise specified in the proposal, payment to Consultant will be made within 30 days of the date of billing; interest on the unpaid balance will accrue beginning on the 31st day at that rate of 2 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made. Client agrees that periodic billings from Consultant to client are correct, conclusive, and binding on client unless Client, within ten (10) calendar days from the receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing. Client agrees that if Client requests services not specified pursuant to the scope of services description within this agreement, Client agrees to pay for all such additional services as extra work in accordance with the project fee schedule.

III RESPONSIBILITY

Consultant is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Consultant shall follow the practice of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Consultant shall only act as an advisor in all governmental relations. In performing the services under this contract, Consultant shall act as agent of Client. Consultant's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Consultant is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Consultant does not assume responsibility for methods or appliance used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

IV SCOPE OF CLIENT SERVICES

Client agrees to cooperate with Consultant in every way on the project, including but not limited to:

1. Coordinate with tenants for access to sampling locations.
2. Provide all available information on past history and operations at the site.
3. Provide all available information on the location of all underground tanks, piping, and utilities at the site.

Client agrees not to use or permit any other person to use plans, drawings, or other work products prepared by Consultant, which plans, drawings, or other work products are not final and which are not signed and stamped or sealed by Consultant. Client agrees to be liable and responsible for any such use of not final plans, drawings, and other work products not signed and stamped or sealed by Consultants and waives liability against Consultant for their use. Client further agrees that final plans, drawings, or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work products may not be changed nor used on a different project without the written authorization or approval Consultant.

V INDEMNIFICATION

Consultant agrees to indemnify, and hold Client harmless from liability arising out of the sole negligent errors or sole negligent omissions of Consultant, its agents, employees, officers, directors, or representatives in the performance of Consultant's duties under this Agreement. Consultant's liability shall be limited to the actual loss sustained, but in no event shall it exceed the limits of Consultant's insurance policies in force at the time of this work. Such negligence shall be measured by standards in effect at that time services are rendered, not by later standards. Client may not assert any claim against Consultant after the shorter of: (1) 3 years from substantial completion of services giving rise to the claim; or (2) the statute of limitation provided by law. Client acknowledges Consultant will perform part of the work at facilities that may contain hazardous materials or conditions, and that Consultant had no prior role in the generation, treatment, storage, or disposition of any hazardous materials or conditions that may be encountered at the site. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend and hold Consultant harmless (including attorney's fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Consultant or Consultant's employees, agents, officers, or directors, in any way arising out of the presence of hazardous materials at the site, except for claims shown by final judgment to arise out of the sole negligence of Consultant.

CONSULTING  
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**VI SUBCONTRACTS**

Consultants shall be entitled, to the extent determined appropriate by Consultant to subcontract any portion of the work to be performed under this project.

**VII ASSIGNMENT**

This agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or Consultant without the prior written consent of the other.

**VIII INTEGRATION**

These terms and conditions and the letter agreement to which they are attached represent the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

**IX JURISDICTION**

This agreement shall be administered and interpreted under the laws of the state of California. Jurisdiction of litigation arising from the agreement shall be in that state. If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

**X PROJECT DELAY**

Client agrees that Consultant is not responsible for delays caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees consultant is not responsible for damages nor shall Consultant be deemed to be in fault of this agreement.

Client also agrees that Consultant 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, general plans and amendments thereto, zoning matters, annexations or consolidation, use or conditional use permits, project or plan approvals, and building permits.

**XI SUSPENSION OF WORK**

Client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the Client make normal progress in the performance of the work impossible. Consultant may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Consultant may suspend work on the project in the event Client does not pay invoices within 30 days of the date of billing. If Client fails to pay Consultant within 30 days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are terminated. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XII.

**XII TERMINATION OF WORK**

Client or Consultant may terminate all or a portion of the work covered by the Agreement for its convenience. Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement by giving 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be by certified mail with return receipt to sender. In such event, Client shall promptly pay consultant for all fees, charges, and services provided by Consultant.

**XIII ARBITRATION**

All claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA). No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the parties hereto and such persons to be joined. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons shall be specifically enforceable under prevailing arbitration law. Notice of demand for arbitration shall be filed in writing with the parties to this Agreement and with the AAA within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered in accordance with applicable law in any court having jurisdiction thereof.