



May 23, 2025

Ms. Carly Cubberly
Engineering Project Manager
Public Works – Engineering
City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942

SUBJECT: PROPOSAL FOR DESIGN ENGINEERING SERVICES FOR LA MESITA PARK DRAINAGE IMPROVEMENTS

Dear Ms. Cubberly:

Pursuant to your request, Ardurra Group, Inc. (Ardurra) is submitting our proposal to provide professional engineering, geotechnical, and survey services for the La Mesita Park improvement project. We appreciate the opportunity to continue supporting the City of La Mesa (City). Ardurra's project understanding, proposed team, and estimated fee are presented herein for your consideration.

PROJECT UNDERSTANDING

Ardurra understands the City is seeking a consulting firm to provide final engineering design services for the replacement of the existing 60" CMP pipe that traverses La Mesita Park as shown in Figure 1. Ardurra prepared a drainage memo for La Mesita Park identifying four alternatives to mitigate the damaged existing 60" CMP pipe. The selected alternative consisted of introducing a new smaller mainline adjacent to the existing mainline, connecting the existing laterals to this new mainline, and abandoning the existing 60" CMP. For the final design, Ardurra will prepare a final drainage study in accordance with the County of San Diego Hydrology Manual to size the new mainline. The existing pipe would need to be backfilled with material to assure the pipe does not collapse, creating voids and possibly creating soil failures on the surface. Ardurra's scope of work and deliverables are further detailed below.



Figure 1 – La Mesita Park and Existing 60" CMP



SCOPE OF WORK

Task 1. Project Management, Coordination, Meetings, and QA/QC

The Project Management task is directed as resource management of the Project Team. Activities include scheduling and monitoring the project team, cost control, and implementing our quality management program (QMP).

Ardurra will coordinate with the City, as necessary, to complete the project tasks. The project schedule, work plan of deliverables, and roles and responsibilities will be defined and mutually agreed upon at the start of the project. Ardurra assumes that there will be no more than four (4) meetings during design; with the initial meeting being a field visit to assess the current existing conditions, and subsequent meetings to be held virtually using the video platform preferred by the City.

Deliverable: Project Management time, Meeting attendance (in person and virtual), Invoicing (PDF)

Task 2. Assessment of Existing Conditions

2A. Topographic Survey

Ardurra has secured Aguirre Surveying to perform a survey of the existing park inlets and the invert elevations of the existing manholes within the project area. The survey information will be transposed onto the existing survey from the City's GIS website. The City's GIS website has existing 2ft contours that will be utilized for design. Ardurra will use the existing contours to create an existing surface for use in the final drainage study as well as for design of the proposed drainage system. It is anticipated that there are no utilities crossing the main line that will require locating or potholing.

Deliverable: Civil3D topo and boundary (DWG)

2B. Geotechnical Investigation

Ardurra has secured Nova Services, Inc. (Nova) for the geotechnical investigation of the park for the purpose of providing trenching recommendations for the new storm drain line. Nova will perform field investigations and perform their analysis to develop a geotechnical report that will include recommendations for trenching, temporary shoring, pipeline support, backfill and compaction, and soil corrosivity. It is presumed that the project site is accessible to limited access or truck-mounted drilling equipment. Please see Attachment B for the detailed geotechnical project scope.

Deliverable: Geotechnical Report (PDF)

2C. Base Map

Ardurra will prepare a base map from the available contours from the City's GIS website and overlay the inlets onto the map for use in design.

Deliverable: Site visit, Base map (DWG)



Task 3. Preliminary Design (35% Design)

3A. Drainage Study

Using the topographic survey and available GIS data, Ardurra will update the preliminary drainage memo for the purpose of verifying the size of the replacement mainline storm drain pipe. The drainage study will be performed in accordance with the San Diego County Hydrology and Hydraulics Manuals. Using the results from the hydrology analysis, a hydraulic analysis will be performed to verify capacity of the mainline. Additionally, the drainage analysis will be limited to La Mesita Park and will not include tributary areas outside of the area, including Caltrans.

Deliverable: Updated Drainage Memo (PDF)

3B. Preliminary Improvement Plans

Ardurra will prepare a preliminary plan of the proposed storm drain improvements. The preliminary improvement plan will show the proposed storm drain mainline and the lateral connections from the existing inlets. The proposed laterals will intercept the existing laterals and connect to the new mainline. It will be assumed that the laterals will not require resizing or that inlets will require relocation; however, in the event areas are identified as being deficient, Ardurra will coordinate with the City to add new inlets and laterals. It is anticipated that the preliminary improvements will be shown on a single plan to coordinate with the City for review and approval.

Deliverable: Preliminary Storm Drain Plan (PDF)

3C. Preliminary Opinion of Probable Construction Costs

Ardurra will prepare a preliminary opinion of probable construction costs based on the preliminary storm drain improvements. Recent available public bids in the vicinity will be used to establish unit costs. The costs will be provided to the City for review and approval.

Deliverable: Preliminary Opinion of Probable Construction Costs (PDF)

Task 4. Final Engineering Design

4A. Final Improvement Plans

Ardurra will prepare final engineering plans of the proposed storm drain improvements. The final plans will show sufficient information for the improvements to be constructed. It is understood that the plan sheet set will include plan view of the proposed main line and the laterals. This includes one review and response to comments. Plans will consist of 24"x36" plans at 1"=20' scale and it is anticipated that there will be the following list of plans:

- Title and Notes Sheet (1 sheet)
- Plan Sheets (2 sheets)
- Detail Sheet (1 sheet)
- Temporary Erosion Control Plan (1 Sheet)

Deliverable: Improvement Plans (PDF)



4B. Project Specifications

Ardurra will prepare project technical specifications for the proposed improvements. The City will be responsible for the front-end specifications. This includes one review and response to comments.

Deliverable: Project Specifications (DOC)

4C. Final Opinion of Probable Construction Costs

Ardurra will generate an opinion of probable construction costs for the proposed improvements. The estimate will be prepared in accordance with the final design and specifications package and will be calculated using the unit pricing used for the preliminary estimate.

Deliverable: Final Opinion of Probable Construction Costs (PDF)

Task 5. Bid Support

Ardurra is prepared to assist the City during the Bidding period. We will answer questions and inquiries during the bidding period, up to 10 RFIs. We will also assist with up to two addendums that may result from changes to the plans. Ardurra will also offer opinions relative to the bids received by the City, should this be requested.

Deliverable: RFI Responses (PDF), Bid Addenda Plan Sheets (PDF), Opinion on Bid Technical Adherence (Email)

Task 6. Engineering Support During Construction

Ardurra understands the need to provide support during construction and we are committed to supporting the project and the City during this critical stage. Ardurra anticipates responding to requests for information from the contractor (up to 10), review submittals and perform no more than one (1) site visit to observe construction of the proposed improvements. We have proposed twenty-six (26) hours for Construction Support. Should this duration not be sufficient, we reserve the right to request an additional budget to continue to support this effort.

Deliverable: RFI Responses (PDF), Review of Submittals, Site Visits, Project Engineer time

CITY RESPONSIBILITIES

The city will be responsible for the following:

1. Provide access to the site.
2. Provide all pertinent records maintained by the city.



3. City staff will scope the existing laterals and identify slope, alignment, and location of lateral connections to mainline.
4. City will provide boilerplate specifications for use in preparing project specific technical specifications and autocad title blocks.

EXCLUSIONS/ASSUMPTIONS

The following exclusions and assumptions were made in the preparation of the scope of work:

1. It is assumed the City will coordinate with Ardurra prior to performing the field work to scope the existing laterals so that an Ardurra team member can observe this effort to gather pertinent information.
2. Rough order of magnitude costs will be based on available data and there is no guarantee that the costs will be accurate at the time of construction.
3. The proposed project schedule is subject to change due to unforeseen circumstances and review durations.
4. It is assumed that an updated drainage memo will be provided and a full drainage study is not included nor required for this scope of work.
5. It is assumed that the City of La Mesa will be the only approving agency for the proposed improvements.
6. It is assumed that any major change in direction or additional analysis from this scope may be considered additional scope.
7. It is assumed that there will not be any Caltrans component to this project.
8. It is assumed that a Stormwater Quality Assessment, Report, or Design will not be required.
9. Environmental, structural, or landscape services are not included in this scope.
10. It is assumed that any changes after the 35% alignment will require additional fees.
11. The hydraulic grade line will be shown on the mainline only.
12. Profiles will not be included.
13. Water Surface Pressure Gradient analysis will not be included.
14. It is assumed that if there is a permit required for geotechnical investigation, it will be at no cost.

PROJECT SCHEDULE

The Ardurra Team will prepare and maintain a project design schedule that will be implemented to match the city's timeline. We estimate that the survey and geotechnical investigation will take approximately four (4) weeks, and the design will take fourteen (14) weeks from issuance of the notice to proceed (NTP).



ESTIMATED FEE

The estimated fee for this task order is:

Task	Fee
1 Project Management & Coordination	\$4,788
2 Assessment of Existing Conditions <ul style="list-style-type: none">• Ardurra (\$2,850)• Survey (\$10,461)• Geotechnical (\$22,000)	\$35,311
3 Preliminary Design	\$10,305
4 Final Design	\$23,700
Sub-Total for Design	\$74,580
5 Bid Support	\$1,580
6 Engineering Support During Construction	\$5,850
Total	\$81,534

Ardurra appreciates the opportunity to submit our proposal for this work. We look forward to continuing our existing positive working relationship with the City's team on this project. Please let us know if you have any questions or need additional information.

Respectfully submitted,

Carmen Kasner, PE
Southwest Operations Director
760.525.9995
Ckasner@ardurra.com

Jose Hernandez, PE
Senior Project Manager
714.458.7929
jhernandez@ardurra.com

Attachments:

Attachment A – Survey Proposal
Attachment B – Geotechnical Proposal



LA MESITA PARK, LA MESA – APN'S 485-600-23, -24 & -25
Survey and Mapping Scope and Fee Breakdown
April 17, 2025

	<u>PLS</u>	<u>LS</u>	<u>Crew</u>
1. Research, coordination	1	4	
2. Tie to primary control & City Benchmark		2	3
3. Set and survey suppl. control, trig level between same		1	2
4. Perform reconnaissance for monuments		1	3
5. Survey, dip and detail 15 storm drain structures		2	6
6. Prepare drawing with record lot lines and structures		3	
Total Hours	1	13	14

Other Direct Costs

Reference Maps \$40.00

SUMMARY

PLS	1 Hrs. @ \$200	\$ 200.00
LS	13 Hrs. @ \$180	2,340.00
2-man Crew	14 Hrs. @ \$495	6,930.00
ODC's		<u>40.00</u>

Total **\$ 9,510.00**

Assumptions, Conditions, Limitations

1. Horizontal control is NAD 83 per published data. Vertical control is per City La Mesa BM. Said survey control may or may not agree with previous aerial mapping provided by the City.
2. Scope of work per phone discussion with Dave Segal at Ardurra 4/16/25.
3. Site elevations will be GPS derived. Level loop from Benchmark not included in scope.
4. This scope includes up to a maximum of 15 storm drain structures (MH's, clean outs, grates and inlets) to be located and dipped. Only features that are readily visible will be surveyed.
5. Storm drain details will be shown on the field dip sheets only and not drafted.
6. This project will not require a Caltrans Right of Entry Permit.
7. Landnet basemap will be record based on ROS 17628.
8. Unhindered access to all portions of the site necessary for the survey will be provided.
9. Deliverables will be an AutoCAD drawing (dwg) file, Basis of Coordinates statement, a .txt points file, and pdf's of dip details.

Signed: Michael A. Havener 4/17/25
Michael A. Havener, PLS Date



GEOTECHNICAL
MATERIALS
SPECIAL INSPECTION

Attachment B

DVBE ♦ SBE ♦ SDVOSB ♦ SLBE

Jose Hernandez | Senior Project Manager
Ardurra
3737 Birch Street, Suite 250
Newport Beach, CA 92660

May 22, 2025

Subject: Proposal for Geotechnical Investigation
La Mesita Park Drainage Improvements Project
8855 Dallas Street La Mesa, California 91942

Dear Mr. Hernandez:

NOVA Services, Inc. (NOVA) is pleased to submit this proposal to perform a geotechnical investigation for the subject project. Based on discussions with you and review of the provided technical memo, we understand the project may consist of replacement of an existing 60-inch storm drain main line at La Mesita Park located at 8855 Dallas Street in La Mesa, California. Based on our experience in the area and review of historic mapping, we anticipate the site will be underlain by fill soils associated with the infilling of an historic drainage. Beneath the fill the site is underlain by alluvium and/or Stadium Conglomerate (Tst). Based on the 1997 Foundation Report prepared by Law/Crandall for the Dallas Street Overcrossing project, perched groundwater is anticipated to be encountered at depths of about 25 feet below the existing ground surface (bgs).

SCOPE OF WORK

The purpose of our services will be to address the geotechnical issues of the proposed development. Specifically, our scope of work will consist of the following:

- Reviewing geologic maps, prior geotechnical reports, and other readily available literature pertinent to the geotechnical conditions at the site.
- Coordinating with City of La Mesa personnel and Ardurra for site access.
- Performing site reconnaissance and marking the proposed boring locations. Underground Service Alert will be notified for underground utility mark-out services.
- Hiring a private utility locator to mark potential subsurface conflicts at investigation locations.
- Drilling two hollow-stem auger borings to depths up to 15 feet below the ground surface (bgs), or refusal if shallower, using a track-mounted, limited-access drill rig. A NOVA geologist will log the borings and obtain samples for examination and laboratory testing. Figure 1 presents the proposed boring locations.

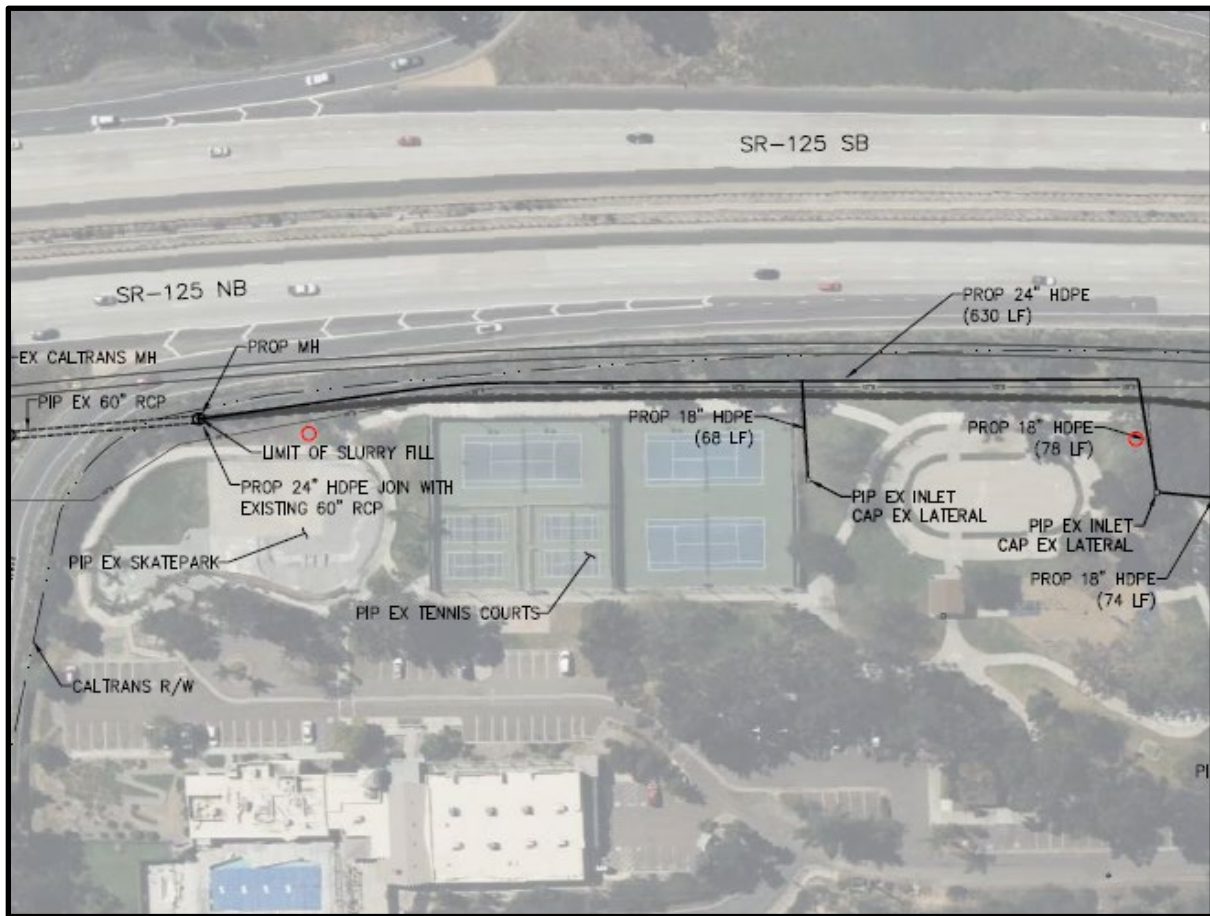


Figure 1. Proposed Boring Locations

- Logging the borings, noting physical descriptions of the soils encountered; soil classifications in accordance with the Unified Soil Classification System (USCS); water table/groundwater if encountered; and obtaining samples for examination and laboratory testing.
- Backfilling the borings in accordance with San Diego County Department of Environmental Health requirements.
- Performing laboratory tests on selected soil samples to evaluate material classifications in accordance with the USCS and other pertinent engineering properties including in-situ unit weight and moisture content, grain-size distribution, Atterberg limits, and corrosivity (pH, resistivity, chlorides, and sulfates).

We will prepare a geotechnical report that includes a subsurface investigation map, boring logs, and laboratory test results. We will submit an electronic copy of the report. The report will provide applicable conclusions and recommendations regarding:

- Subsurface conditions beneath the site, including groundwater levels, if encountered, dewatering specifications, and seasonal variations of the water table.

- Potential geologic hazards.
- Excavation characteristics.
- Temporary shoring.
- Pipeline support.
- Backfill material and compaction.
- Suitability of existing soils for use as backfill.
- Soil corrosivity.

Please note that it is anticipated that the project site and subsurface materials are free of environmental contamination or pollution. The scope and fee presented herein do not include assessment, sampling, analysis, or management of suspected contaminated materials. However, unexpected conditions can always arise. Should we encounter soil or groundwater that is suspected to be contaminated, either because of odors, colors, free liquids, or other suspicious conditions, we will immediately notify the client. The client should take necessary initial measures to protect workers, the site, and other personnel.

LIMITATIONS AND EXCLUSIONS

Site Access

NOVA's proposal is based on the understanding that site access will be available during standard workday hours.

Utilities

NOVA will make reasonable efforts to locate surface and subsurface utilities in order to prevent accidental damage to utilities during subsurface exploration activities. NOVA will contact USA to obtain utility locations within the boundaries of the investigation area. A private utility locating contractor will also be notified. NOVA will not be responsible for costs related to damage to any underground utility lines or structures.

Excavated Soils

NOVA will backfill the proposed subsurface explorations in accordance with appropriate regulatory requirements. This proposal assumes that soil cuttings generated during the subsurface exploration will not be affected by hazardous or regulated substances; that there will be no need to conduct special testing to containerize the soils for disposal at a regulated facility, i.e., soils may be disposed of without concern for the presence of regulated chemical constituents. Any such requirements for special soil characterization and disposal will be billed on a time and expense basis.

Stormwater

Please note that stormwater infiltration testing is not within the scope of this proposal. If required, a proposal for 'design-phase infiltration testing' can be provided at a later date.



May 22, 2025

Off-Site Disposal of Hazardous Materials

Client acknowledges that NOVA is not and shall not be required to be in any way a 'generator', 'arranger', 'operator', or 'transporter' of hazardous materials present at or near the project site, as these terms are defined in applicable Federal or State Statutes. In addition, Client shall sign all manifests for the disposal of substances affected by regulated contaminants.

However, if the parties mutually agree that NOVA sign such manifests and/or to hire for Client a contractor to transport, treat, or dispose of the hazardous materials, NOVA shall do so only as Client's agent. Client agrees to defend, indemnify, and hold harmless NOVA, its officers, directors, employees and agents from any claim, suit, arbitration, or administrative proceeding, damages, penalties or liability that arise from the executing of such manifests on Client's behalf.

Further, NOVA will, at Client's request, help Client identify appropriate alternatives for off-site treatment, storage, or disposal of such substances, but NOVA shall not make any independent determination about the selection of a treatment, storage, or disposal facility.

SCHEDULE

We will begin our investigation as soon as notice to proceed is received. We will mark the investigation locations and notify USA. USA requires 48-hour notice before drilling can start. We will also hire a private utility locator. We anticipate that the fieldwork can be completed within two weeks of the notice to proceed. Laboratory testing and the final report can be completed within five weeks of completing the fieldwork.

FEE ESTIMATE

We will provide the outlined geotechnical investigation scope of work for a lump sum fee of **\$18,000**. Design development tasks are services that NOVA provides after the geotechnical report has been completed, such as responding to City review comments, design team meetings, answering questions from the design team, and reviewing plans and specifications. For this project, design development services are estimated to be about **\$2,000** and will be billed as work progresses. Table 1 below presents a breakdown of the fee. The fee is based on our attached 2025 Schedule of Fees and the understanding that this project is subject to prevailing wage law.

The cost of our services may exceed this estimate if unanticipated conditions are encountered that would warrant additional investigation or analysis, or if the proposed plans are changed from our previously stated understanding of the project.

Table 1. Fee Estimate

FEE ITEM	COST
Geotechnical Investigation and Report – <i>Fixed Fee</i>	\$ 18,000.00
Design Development Services – <i>Time & Materials</i>	\$ 2,000.00
Total Contract Amount:	\$ 20,000.00



May 22, 2025

BILLING SCHEDULE

NOVA will bill **\$9,000** upon the completion of the subsurface exploration. The remainder of the fees will be billed and payable following submittal of the report.

AUTHORIZATION

This proposal is valid for 90 days. NOVA will accept authorization to proceed upon approval of this proposal and receipt of the Professional Services Agreement signed by an officer of your firm. In turn, we will send you a fully executed copy for your records.

CLOSURE

NOVA appreciates the opportunity to prepare this proposal, and we look forward to working with you on this project. If you have any questions, please contact us at 858.292.7575

Respectfully submitted,
NOVA Services, Inc.

A handwritten signature in blue ink, appearing to read "Andrew K. Neuhaus".

Andrew K. Neuhaus, PG, CEG
Senior Engineering Geologist

A handwritten signature in blue ink, appearing to read "Tom Canady".

Tom Canady, PE
Principal Engineer

Distribution: Jose Hernandez via email at jhernandez@ardurra.com

Attachments: General Terms and Conditions and Acceptance of Professional Services
NOVA 2025 Schedule of Fees



May 22, 2025

TERMS AND CONDITIONS FOR PERFORMANCE OF SERVICES

This agreement is made by and between NOVA Services, Inc., herein referred to as “NOVA,” and, Ardurra, hereinafter referred to as “Client.” The term “Client” includes Jose Hernandez, who is the Client’s project representative agent and/or, who is the Client’s designated agent for all notices and communications between NOVA and Client. All notices and communications from NOVA to Client are to be addressed to:

Jose Hernandez
Ardurra
3737 Birch Street, Suite 250
Newport Beach, CA 92660

This agreement between the parties consists of these Terms, the attached Proposal for Geotechnical Investigation, La Mesita Park Drainage Improvements Project, 8855 Dallas Street, La Mesa, California dated May 22, 2025, and any exhibits or attachments noted in the proposal.

Table 1. Fee Estimate

FEE ITEM	COST
Geotechnical Investigation and Report – <i>Fixed Fee</i>	\$ 18,000.00
Design Development Services – <i>Time & Materials</i>	\$ 2,000.00
Total Contract Amount:	\$ 20,000.00

SUMMARY OF DOCUMENTS

Client and NOVA agree to perform this contract in accordance with the following contract documents which are incorporated herein by reference and made part of this contract:

Exhibit 1	<u>NOVA Proposal</u>
Exhibit 2	<u>Terms and Conditions for Performance of Services</u>
Exhibit 3	<u>2025 Schedule of Fees</u>

Together, these elements will constitute the entire Agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any change to this Agreement must be mutually agreed to in writing.

TO EXECUTE THIS AGREEMENT, PLEASE INITIAL PAGES 1-4 AND SIGN PAGE 4.

Client’s Initials

NOVA’s Initials



May 22, 2025

NOVA SERVICES, INC. GENERAL TERMS AND CONDITIONS

(3 Pages, Items 1-20)

1. **SCOPE OF WORK.** NOVA Services, Inc. (the "Company") shall perform the services defined in this Agreement and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). The Company will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by the Company. Client will be invoiced for additional services at the Company's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.
2. **RIGHT OF ENTRY.** The Client will provide for right of entry of the Company personnel and all necessary equipment to the project site or sites, in order to complete the work.
3. **INVOICES.** The Company will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. The Company shall furnish insurance certificates, lien waivers, affidavits or other available documents as and when requested by Client provided all amounts due to the Company have been paid. Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay the Company for its services in accordance with the above Agreement, regardless of whether or not he has been paid by his client.
4. **SAFETY.** The Company is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Company, nor the presence of the Company's employees and subcontractors shall be construed to imply the Company has any responsibility for job safety or any activities on site performed by personnel other than the Company's employees or subcontractor.
5. **STANDARD OF CARE.** Service performed by the Company under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed. No other warranty, expressed or implied, is made, including without limitation, any warranty of fitness for a particular purpose.
6. **INSURANCE & GENERAL LIABILITY.** The Company represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that the Company has such coverage under public liability and property damage insurance policies which the Company deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by the Company, if procurable, and charged to the Client.
7. **DISPUTES.** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and the Company shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation or arbitration shall take place in San Diego County, California, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
8. **DELAYS IN WORK.** In no event, will the Company be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work



May 22, 2025

caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. **TERMINATION.** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, the Company shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, the Company may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of the Company in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from the Company.
10. **ASSIGNS.** This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that the Company may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required, it shall not be unreasonably withheld.
11. **OWNERSHIP OF DOCUMENTS.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Company, as instruments of service, shall remain the property of the Company. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. The Company will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.
12. **FAILURE TO FOLLOW RECOMMENDATIONS.** The Company will not be held liable for problems that may occur if the Company's recommendations are not followed.
13. **LIMITATION OF LIABILITY.** Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of the Company in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by the Company under this Agreement. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.
14. **INDEMNIFICATION BY CLIENT.** Client shall indemnify and hold harmless the Company, the Company's affiliates, subsidiaries and clients, and all of their respective directors, officers, employees, managers, members, shareholders and representatives (collectively, the "Indemnitees") from and against all damages, liabilities, losses, damages, costs and expenses (including without limitation, reasonable attorney's fees and costs) (collectively, "Losses"), which any and all such Indemnitees hereafter may suffer or incur in connection with any claim, action, proceeding, or right of action (at law or in equity) (individually and collectively, a "Claim") because of or arising from the acts, omissions, negligence, gross negligence or willful misconduct on the part of Client, or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees (collectively, the "Client Parties"). Recognizing that it may be difficult to allocate total responsibility for a particular act or omission by a Client Party from the work and services being performed by the Company, if any such Losses are caused in whole or in part by any act, omission, or default by the Indemnitees, then the aggregate amount of the Client's (and Client Parties') liability for such Losses shall not exceed the greater of \$250,000 or twelve times the amount of fees charged by the Company for its services under this Agreement (the "Shared Fault Limitation"). The parties agree that the Shared Fault Limitation bears a reasonable commercial relationship to the services provided by the Company and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, in no event shall any Client Party have any duty of indemnification hereunder for Losses resulting from the gross negligence, or willful, wanton or intentional misconduct, of the Company or its officers, directors, agents or employees. Except as set forth in the preceding sentence, the Company Parties' rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any the Company Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of the Company's employees or agents to any hazardous materials at the jobsite.
15. **HAZARDOUS MATERIALS.** It is acknowledged by both parties that the Company's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event the Company or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of the Company's services, the Company may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.
16. **SAMPLE DISPOSAL.** Unless other arrangements are made, the Company will dispose of all samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by the Company. In addition, Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may



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be produced as a result of encountering hazardous materials at the site. In such event, the Company shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. **AQUIFER CONTAMINATION.** Client acknowledges that it is impossible for the Company to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although the Company will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless the Company from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate the Company for any time spent and expenses incurred in defense of any such claim.

18. **DEFINITIONS.** As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement:

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of the Company to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: the Company's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by the Company. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit the Company to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. **LIMITED LIABILITY COMPANY PROTECTION.** It is intended by the parties to this Agreement that the Company's services under this Agreement shall not subject the Company's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered or the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Company, a California limited liability company, and not against any of the Company's employees, shareholders, officers, managers, members or directors.

20. **MISCELLANEOUS.**

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

Amendment: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

Waivers: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

Severability: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

Integration: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties

ACKNOWLEDGEMENT

NOVA Services, Inc.

Client: _____
Authorized By: _____
Print Name: _____
Title: _____
Date: _____

Authorized By: _____
Print Name: _____
Title: _____
Date: _____



May 22, 2025

2025 PREVAILING WAGE RATES FOR PROFESSIONAL AND TECHNICAL SERVICES

SERVICES	UNIT	RATE
Professional Staff		
Principal Geotechnical Engineer	Hour	\$ 275.00
Principal Engineer/Geologist	Hour	\$ 260.00
Senior Engineer/Geologist	Hour	\$ 240.00
Project Manager	Hour	\$ 220.00
Project Engineer/Geologist	Hour	\$ 220.00
Staff Engineer/Geologist	Hour	\$ 190.00
Technical Staff		
Special Inspector: Concrete, Steel, Masonry, Post-Tension Concrete, Fireproofing, Batch Plant, Roofing	Hour	\$ 148.00
Firestopping/Fire Caulking Inspector	Hour	\$ 155.00
ACI Concrete Technician	Hour	\$ 145.00
Non-Destructive Testing: Ultrasonic, Magnetic Particle, Liquid Penetrant	Hour	\$ 155.00
Geotechnical Supervisor	Hour	\$ 165.00
Soils Technician	Hour	\$ 148.00
Lab Technician, services outside normal business hours	Hour	\$ 98.00
Equipment and Expenses		
Coring Two Man Crew	Hour	\$ 400.00
Nuclear Gauge	Day	\$ 45.00
Pachometer – Reinforcing Steel	Day	\$ 65.00
Skidmore/Wilhelm	Day	\$ 225.00
Schmidt Hammer	Day	\$ 65.00
Floor Flatness	Visit	\$ 1,800.00
Support Services and Other Expenses		
Technical Drafter (CAD)	Hour	\$ 115.00
Pick-Up/Delivery within San Diego County	Trip	\$ 85.00
Expert Witness Testimony	Hour	\$ 400.00
Monthly MetaField Reporting	Month	\$ 500.00

ADMINISTRATIVE FEE

A charge of 5% of the monthly invoice total will apply to all invoices for administrative and dispatch costs.

TRAVEL TIME AND MILEAGE

For projects that are greater than 25 miles from NOVA's Office, \$0.85/per excess mile to and from the project will be charged for inspectors and technicians.

EXPENSES AND OUTSIDE SERVICES

Outside services and reimbursable expenses not included in this fee schedule (samples sent to outside laboratory for testing, samples sent to outside fabricator or machine shop, equipment, subcontractors, vendor credentialing and billing programs, etc.) are charged at cost plus 20%. Per Diem (meals only) charged at \$85.00 per day.

Based on CA DIR Determination 07/01/2024. Field Technician and Inspector Rates will increase by 5% after 6/30/2025 per DIR pre-determined increase.



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LABORATORY TESTING		
Test	ASTM	Rate
Soil and Aggregate		
Compaction Curve, Modified,	D1557	\$ 285.00
Compaction Curve, Standard,	D698	\$ 285.00
Compaction Check Point		\$ 93.00
Oversize Rock Correction	D4718	\$ 93.00
Sieve Analysis, with Wash	C136, D6913, CT 202	\$ 160.00
Sieve Analysis, fine with Hydrometer	D6913, D7928, D422	\$ 250.00
Percent Finer than #200	C117	\$ 88.00
Specific Gravity and Absorption, Coarse	C127, CT 206	\$ 185.00
Specific Gravity and Absorption, Fine	C128, CT 207	\$ 140.00
Unit Weight and Voids in Aggregate	C29, CT 212	\$ 93.00
Moisture Content	D2216, CT 226	\$ 48.00
Moisture Content and Dry Density	D2937	\$ 48.00
Atterberg Limits: PL, LL, PI	D4318, CT 204	\$ 235.00
Sand Equivalent	D2419, CT 217	\$ 105.00
Durability Index	D3744	\$ 275.00
Cleanliness Value	CT 227	\$ Quote
Los Angeles Abrasion (LA Rattler)	C131, C535	\$ Quote
Expansion Index	D4829	\$ 245.00
R-Value	D2844	\$ 390.00
Consolidation	D2435	\$ 260.00
Direct Shear	D3080	\$ 345.00
Direct Shear Remold		\$ 655.00
Sulfate and Chloride Content		\$ 135.00
pH and Resistivity	CT 643	\$ 170.00
Unconfined Compression	D2166	\$ 185.00
California Bearing Ratio	D1883	\$ 670.00
Asphalt Concrete		
Hveem Stability and Unit Weight	D1560	\$ 385.00
Wet Track Abrasion	D3910	\$ 240.00
Maximum Theoretical Specific Gravity (Rice)	D2041	\$ 155.00
Percent Asphalt with Gradation (ignition oven)	C6307	\$ 260.00
Unit Weight Only (compacted sample or core)	D2726, D1188	\$ 58.00
Unit Weight Requiring Compaction	D2726	\$ 260.00
Asphalt Mix Design Review (per hour)		\$ 260.00
Concrete and Masonry		
Concrete Cylinder Compression Test (4x8)	C39, CT 521	\$ 44.00
Concrete Cylinder Compression Test (6x12)	C39, CT 521	\$ 50.00
Compression Test, Mortar, Grout	C780, C1019	\$ 54.00
Compression Test, High-Strength Grout	C1107	\$ 63.00
Compression Test, Core (includes sample prep)	C42	\$ 105.00
Compression Test, Lightweight Concrete (insulating, fill)	C495	\$ 63.00
Compression Test, Shotcrete Panel, set of four cut cores	C42	\$ 398.00
Flexural Strength, 6X6 beam	C78, C293, CT 523	\$ 135.00
Fiber Reinforced Polymer	D7565	\$ 925.00
Unit Weight Fresh Concrete	C138, CT 518	\$ 58.00



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LABORATORY TESTING		
Test	ASTM	Rate
Concrete and Masonry (continued)		
Concrete Drying Shrinkage, set of three specimens	C157	\$ 465.00
Unit Weight, Lightweight Concrete	C567	\$ 90.00
Concrete Mix Design Review (per hour)		\$ 260.00
Moisture Vapor Emission Kit	F1869	\$ 58.00
Shotcrete Nozzleman Certification – mock-up panel, coring, and grading (per nozzleman)		\$ 2,750.00
Composite Prism Masonry Unit	C1314	\$ 250.00
Compression Test, Block	C140	\$ 75.00
Compression Test, Brick	C67	\$ 65.00
Absorption, Unit Weight, and Received Moisture, Masonry Block	C140	\$ 198.00
Lineal Shrinkage, Masonry Block	C426	\$ 305.00
Masonry Block Conformance (absorption, unit weight, shrinkage, compressive strength)	C90	\$ 725.00
Steel and Fireproofing		
Bolt-Nut-Washer Conformance Testing	F606	\$ 885.00
Bolt-Nut-Washer, Hardness Only	F606	\$ 205.00
Reinforcing Steel, Tensile Test, < No. 6 bar	A370	\$ 115.00
Reinforcing Steel, Tensile Test, No. 7 or higher bar	A370	\$ Quote
Reinforcing Steel, Bend Test, No. 6 bar or smaller	A370	\$ 115.00
Reinforcing Steel, Tensile Test, No. 7 bar or higher	A370	\$ Quote
Tensile Strength Mechanical Splice		\$ Quote
Fireproofing – Density Test (template/displacement)	E605	\$ 90.00
Fireproofing Adhesion/Cohesion	E736	\$ 38.00

ADDITIONAL TERMS AND CONDITIONS

- Overtime occurs in the following instances:
 - work more than 8 hours per day is charged at time-and-a-half.
 - work more than 40 hours per week is charged at time-and-a-half.
 - work performed outside the hours between 6:30 a.m. and 4:00 p.m., Monday through Friday is charged at time-and-a-half; work up to 12 hours per day on Saturday is charged at time-and-a-half.
 - work more than 12 hours in one day, or over 8 hours on the 7th consecutive day or worked Sundays/holidays is charged at double time.
- Hourly rates are charged on a portal-to-portal basis.
- Mileage will be charged at \$0.85 per mile for services performed outside a 25-mile radius of this office.
- A 4-hour minimum is charged for field services. Work performed more than 4 hours will be charged at 8 hours. Work performed over 8 hours is charged in half-hour increments.
- 24-hour notice is required for testing and inspection services.** There will be a 4-hour minimum charge (show-up time) for cancellations without notification.
- Same Day Callouts will be subject to a 1-hour project management fee.
- When personnel are required by job conditions to work more than 5 consecutive hours without the ability to take a one-half hour uninterrupted lunch period, an additional hour will be billed at regular time in addition to actual hours worked.
- Laboratory testing that is required to be performed outside regular hours will be billed for Lab Technician time in addition to the lab test rate. Weekend sample pickups, if required, will incur additional charges.
- Please note that our services are billed on a time and materials basis. Our fees are determined by the construction schedule as well as the type and frequency of services requested and specified by local jurisdictions and their representatives.
- Any required retainers must be paid prior to the start of services.