

**TGR GEOTECHNICAL, INC.**  
**AGREEMENT AND WORK ORDER**

Project No. 24-7985

The undersigned hereby retains the services of **TGR Geotechnical, Inc. (TGR)** for the following site based upon the following conditions:

**PROJECT DESCRIPTION:** Inspection and Testing

**LEGAL DESCRIPTION:** Paramount ES, Azusa unified School District, 409 W. Paramount Street, Azusa, CA

**LEGAL ADDRESS:** \_\_\_\_\_

**CLIENT:** Azusa Unified School District **Attention:** Latasha D. Jamal, CBO

546 S. Citrus Avenue, Azusa, CA 91702

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_ **Attention:** \_\_\_\_\_

Client Please  
Fill in Owner  
Information

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**PROFESSIONAL FEES & LABORATORY CHARGES:**

**Billing will be at the rates presented in the attached Fee Schedule (1 Page) for the actual time spent, unless a fixed fee is agreed upon. The initial scope of work is presented in our proposal dated June 28, 2024 for the above mentioned project.**

**BUDGET ESTIMATE OF FEES:** \$ 148,326 (T & M) **RETAINER REQUESTED:** \$ n/a

**BILLING:**

Invoices will be submitted on a progress basis for services performed during the term of the project. Payment will be due on receipt of invoice. Interest will be added to accounts 30 days in arrears for each month of delinquency. In the event **TGR** must institute action under this Agreement to enforce its terms, it shall be entitled to all attorney's fees and costs incurred therein.

**RIGHT OF ENTRY:**

Right-of-entry is hereby granted to the job site for **TGR** to perform the proposed site studies, inspection, testing and subsurface explorations. We will take reasonable precautions to protect the environment during our field work but have not included in our fee estimate the cost for restoration of damages which may result.

**PERFORMANCE:**

**TGR** will provide only those services that in the opinion of **TGR**, lie within the technical or professional areas of **TGR**.

All work performed hereunder shall be in accordance with current standards of the profession. Work shall begin as soon as possible following receipt of this executed Agreement and Work Order. The budget estimate submitted herein is subject to change based on project contractor's schedule and if unusual or unforeseen elements develop. Proposal is good for 90 days.

State and local rules and regulations are subject to changing interpretations. All reports will be written by **TGR** so as to meet the requirements of local governmental agencies; however, it is understood that governmental agency approval is discretionary, and accordingly, **TGR** cannot and does not guarantee approval of its reports by these agencies. All additional work subsequent to submittal of the initial report by **TGR** will be in addition to our estimate and will be billed hourly.

**TGR** shall not be responsible for its failure to perform hereunder as a result of accident, Acts of God, public enemies, labor difficulties, riots, civil commotion, interference by governmental agencies, or any other act reasonably beyond the control of **TGR**.

It is agreed that **TGR** is held harmless and indemnified from any and all claims, demands, damages or liability arising out of or in connection with damages caused by **TGR** or its agents to plants or animals, easements and underground utilities, pipelines or subsurface structures unless such matters are explicitly disclosed to **TGR**, in writing, prior to commencement of work.

**CLIENTS RESPONSIBILITIES:**

Client will provide **TGR** with all plans, specifications, addenda, approved shop drawings, RFI's, etc. required for **TGR** to properly carry out their inspection duties. Client will direct the **Project Contractor** to do the following:

- Secure and deliver to **TGR**, without cost to **TGR**, preliminary representative samples of those materials contractor proposes to use which require testing together with relevant data.
- Stop work at appropriate times to allow **TGR** to sample pertinent materials.
- Furnish casual labor to facilitate sample taking and storage.
- Provide access to perform inspection duties, including but not limited manlifts, highlifts, etc.
- Provide inspection staff with workspace, and access to phone, fax and copier.
- Provide and maintain adequate space on the project site for safe storage of **TGR** test equipment and a proper curing facility for test samples.
- Provide "Preliminary Notice" and credit information as required/requested by **TGR**. Complete and Return attached Table 2 prior to commencement of work

**PROFESSIONAL OPINION:**

Our professional services will be performed, our findings will be obtained, and our recommendations prepared in accordance with generally accepted engineering practices. The professional opinions of **TGR** will be based upon conditions revealed at exploration locations and reconnaissance of surrounding terrain.

It is agreed that **TGR** is not responsible for the effect that unknowns such as acts of others on adjacent properties, variables of nature including, but not limited to, earthquakes, the works of man, Acts of God, and other variables beyond the control of **TGR** may have on any opinion rendered hereunder. No express or implied warranties are given hereunder with regard to soil conditions with the exception of locations which have been explored and then only to the extent of such explorations, does **TGR** warrant its work.

**Initial Client:** \_\_\_\_\_  
**Initial TGR:** SG

**TGR Geotechnical, Inc.**  
**Page 1 of 2**

**LIABILITY:**

We are protected by Workmen's Compensation Insurance (and/or employers' liability insurance), and by Public Liability Insurance for bodily injury and property damage. TGR shall not be responsible for property damage from any cause beyond the coverage of the above policy limits.

It shall be the responsibility of the client to notify TGR of any environmentally sensitive or endangered species of plants or animals that exist onsite. In the event suit is filed against TGR for any cause other than covered by the above stated policies, the limit of TGR's liability is the fee collected for services performed hereunder or five thousand dollars, whichever is less. It is agreed that venue shall be laid in the Municipal Court of the County in which the work was performed.

**FIELD REPRESENTATIVE:**

The presence of TGR field personnel either full- or part-time will be for the purpose of providing observation and field inspection and testing of specific aspects of the project. Should a contractor be involved in the project, our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of our field representative nor observation and field inspection and testing by us shall excuse contractor in any way for defects discovered in contractor's work. It is agreed that TGR will not be responsible for job or site safety and that we do not have the right to stop the contractor's work.

TGR, by the performance of inspection services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regards to THE PROJECT which, by custom or contract are vested in THE PROJECT architects, design engineers or any other design agencies or authorities.

TGR is not authorized to supervise, alter, relax, enlarge or release any requirement of the project specifications or other contract documents nor approve or accept any portion of the work unless specifically authorized by the CLIENT. TGR shall not have the right to reject or right to stop the work.

The CLIENT affirms that TGR does not provide supervision nor direction to the project CONTRACTOR with regards to the CONTRACTORS means, methods, techniques, sequences or procedures of construction and it is clearly understood by CLIENT that the services provided by TGR in no way relieve the project CONTRACTOR of his/her responsibilities to perform their work in accordance with the project plans, specifications and appropriate building codes.

With or without the prior written approval of the CLIENT, TGR may sub-contract certain portions of the work.

**REMOVED MATERIALS:**

All materials removed from boreholes or trenches will be utilized in backfilling the same and any excess material shall be placed in suitable storage containers, if necessary, and left onsite. Contaminated materials will be stored separately from non-contaminated materials, if this determination can be made with appropriate field equipment. An appropriate label will be attached to each container identified as holding contaminated or possibly contaminated materials. Proper disposal of the containers and their contents is the sole responsibility of the CLIENT.

**NOTICE:**

Under the Mechanics' Lien Law (Calif. Code of Civil Procedure, Sec. 1181 et seq.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

**BILLING AND PAYMENT:**

Unless otherwise specified, fee quotations are estimates only, TGR billings will be based on actual accrued time, test costs, and expenses. Client agrees to pay invoices upon receipt. If payment is not received within 30 days, the amount due shall accrue interest at a rate of 1½ percent per month or the maximum allowed by law, whichever is less. If Client disputes any invoice or part thereof, Client shall advise TGR in writing stating reasons within 14 days of receipt of such invoice. Client agrees not to exercise any right of set-off it has under this Agreement, any continuing agreement with TGR, or otherwise provided by law. No deduction shall be made from TGR's invoice on account of penalty, liquidated damages, or other sums withheld from payments to contractors or others. Payment of the invoice shall constitute final approval of all aspects of the work performed to date as well as the necessity thereof. If the project is terminated in whole or in part, TGR shall be paid for services performed prior to our receiving or issuing written notice of such termination, in addition to reimbursable expenses and any shut down costs incurred. Shut down costs may, at our sole discretion, include completion of analysis and records necessary to document our files and protect our professional reputation. Any and all change orders shall be deemed authorized, provided Client is orally informed and if confirmed in writing by either the client or TGR. Due to the need for rapid decisions, fax transmissions shall be deemed an acceptable mode of confirmation. Client shall be responsible for additional charges authorized or requested by Client. TGR shall be entitled to recover reasonable costs of collection, including attorney or other fees incurred.

**PAYMENT SCHEDULE:**

Client recognizes that prompt payment of TGR's invoices is an essential aspect of the overall consideration TGR requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of receipt of TGR's invoice. Client agrees that TGR has the right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of TGR's invoice, and Client agrees to waive any claim against TGR, and to indemnify, defend, and hold TGR harmless from and against any claims arising from TGR's suspension or termination due to Client's failure to provide timely payment. Any charges held to be in dispute shall be called to TGR's attention within ten days of receipt of TGR's invoice, and Client and TGR shall work together in good faith to resolve any disputed charges. If Client and TGR do not resolve said disputed charges within 25 days, TGR shall have the right to suspend or terminate service, and will not be responsible for delays to the job, or related expenses, including attorney fees, court costs, etc.

**WORK AUTHORIZED AND REQUESTED BY: CLIENT**

Accepted: TGR GEOTECHNICAL, INC.

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

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

Latasha D Jamal, Assistant Superintendent Business Services  
\_\_\_\_\_  
(Print Name)

Dr. Sanjay Govil, PE, GE, President  
\_\_\_\_\_  
(Print Name)

October 9, 2024  
\_\_\_\_\_  
DATE

June 28, 2024  
\_\_\_\_\_  
DATE

Initial Client: \_\_\_\_\_  
Initial TGR: SG