

JOSEPH LEONARD'S



STRUCTURAL ENGINEERING

PROPOSAL/AGREEMENT

November 02, 2018

EXECUTED

Mr. Lawrence Bettencourt, District Representative
Newcastle Firestation
9211 Cypress Street,
Newcastle, CA 95658

Re: Initial Structural Observation

I am pleased to submit for your review this Proposal for Basic Structural Engineering Services for the project, as described below. For the purposes of this Proposal/Agreement, Lawrence Bettencourt, Authorized Representative of the Newcastle Fire District, shall be considered the Client, and JOSEPH LEONARD'S, STRUCTURAL ENGINEERING shall be considered the Consultant.

Project Description:

At the request of the Client, the Consultant visited the firestation to perform an initial structural observation of one interior column, in the apparatus bay, on the lower level. The column supports two steel beams, which appear to be wide flange, which in turn support a substantial second floor area.

The column is timber, and has checked. Checks in the column run from top to bottom, continuously, on at least one side. The checks are currently approximately 1/2in wide.

It is the Consultants understanding, from discussions with the Client, that the width of the checks have grown rapidly over the last couple of years, growing from less than 3/16in wide, to approximately 1/2in.

Scope/Services:

The Consultant has performed the initial, limited, and guided structural observation, and will provide a site visitation letter, addressing the Clients concerns, and providing recommendations for mitigation.

PJK

Scope/Exclusions:

The Scope of Services is limited to that indicated in the Scope/Services section. Exclusions include, but are not limited to, the following:

- Geotechnical engineering, watershed, and drainage. The Consultant is not an expert in these fields.
- Non-structural design of buildings, including fire, access, etc.
- A structural analysis, calculations, design, or 'fix', or the development of structural drawings or details, is not included in this proposal. If the Consultant is selected to provide these services, it will be under a separate contract, or as an extension of this contract as an Additional Service.

Ownership:

The documents developed by the Consultant, for the purposes of this project, may not be used for any other purpose without the prior written consent of the Consultant. The documents are developed solely for the purposes of this project, at the aforementioned address. Structural drawings and specifications are specific to this particular location.

Limitation Of Liability:

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed \$10,000.00. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Initial:  (Client)

Indemnification:

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant)

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against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Fee:

The fee for Basic Structural Engineering Services is based on the Consultant's understanding of the Project Description and Scope of Services, and shall be billed on a Time and Materials Basis, weekly.

Services beyond the stated Scope of Work and Services shall be considered Additional Services. Additional and Time and Material /Hourly (T&M) services will be billed at the hourly rates listed below:

Structural Engineer	\$125.00
Structural Drafter/Other	\$85.00

Reimbursable Expenses:

The following expenses are reimbursable at a factor of 1.1 times the actual cost: overnight delivery; courier delivery service; plotting/printing of reports, drawings, specifications and calculations, scanning documents, and mileage. These reimbursable expenses are additional to the Basic Service Fee limitation noted above.

Terms of Payment:

Services shall be invoiced weekly as the work progresses, on a Time and Materials basis. The Client shall review invoices and, if considered incorrect or untimely, the Client shall notify the Consultant within five (5) business days. Invoices are due in full, upon receipt.

Should the project go on hold, or be delayed, for any reason, the Consultant shall be compensated for services performed prior to the delay.

Invoices unpaid for more than ~~fifteen~~ ^{30 THIRTY} days are subject to a late payment penalty of 1.5% per month, of the unpaid balance, or \$50, whichever is greater.

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Termination Clause:

This agreement may be terminated by either party upon not less than three (3) days written notice. The Consultant shall be fully compensated for services performed prior to termination. A pdf copy of all drawings and calculations prepared by the Consultant shall be given to the Client but shall not be used for any purposes without the Consultant's expressed written consent.

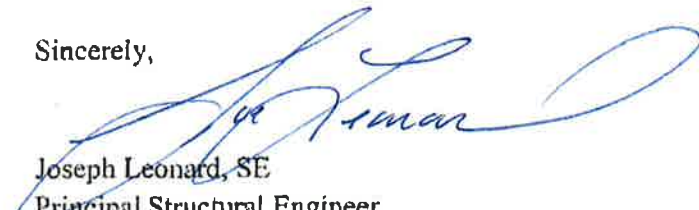
The Client agrees not to use any documents developed by the Consultant, and to retain the services of another design professional for any/all structural engineering needs. This shall survive termination of this Agreement.

Agreement:

If this proposal is acceptable, please sign and initial, and return one copy for the Consultant's records.

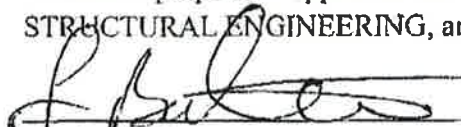



Thank you for this opportunity to be of service. Please do not hesitate to contact with any questions.

Sincerely,



Joseph Leonard, SE
Principal Structural Engineer
JLSE

The above proposal is approved and will serve as an agreement between JOSEPH LEONARD'S, STRUCTURAL ENGINEERING, and Mr. Lawrence Bettencourt, Representative and Client.

			
Authorized Signature	Date	Authorized Signature	Date
Lawrence Bettencourt, Client		Joseph Leonard, SE (No. S 5880) Principal Structural Engineer	

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