



June 3, 2024

Paul Garza  
Mendocino Coast Health Care District  
700 River Drive  
Fort Bragg, CA 95437

Project: **Mendocino Coast Health Care District | HCAI MTCAP Phase 2**  
Project No.: 0180.024.XXX

Dear Paul,

We are pleased to submit this proposal to provide Special Services for the above-referenced Project located in Fort Bragg, CA. The scope of our proposal is based on the SPC-4D Phase 1 package. A description of the project and our services is as follows:

## **SECTION 1. DESCRIPTION OF THE PROJECT**

The intent of the Project is to move into Phase 2 of the SPC-4D seismic improvements for the Mendocino Coast Health Care District (MCHCD) Main Hospital Building and Central Utility Plant. This phase will focus on HCAI's Material Testing and Conditions Assessment Program (MTCAP) and develop documentation that will be submitted to HCAI's Seismic Compliance Unit (SCU) for their review and approval. The work will be broken down as follows:

Phase 2A: This phase covers work directly with the HCAI SCU. This phase includes the Structural Analysis/Strengthening Concepts, MTCAP, and Geotechnical Reports.

As part of this Phase, a geotechnical engineer will need to be engaged by the Facility to prepare a new geotechnical report or update an existing report. The geotechnical engineer's scope will be limited to the development of a Geo-Hazard Report.

We recommend an allowance of \$50,000 for this effort. We will coordinate with the Geotechnical Engineer to obtain their proposal and coordinate their effort needed for the MTCAP effort.

Phase 2B: As part of this Phase, we will prepare the necessary documents for review and permitting with HCAI in alignment with MTCAP requirements. This phase also includes the construction administration efforts for the MTCAP needs and the results to the HCAI SCU for their review.

Note, a General Contractor and Testing Lab/Agency will be needed for this phase and will be hired directly by MCHCD.

Work in this Proposal covers the Main Hospital (BLD-00469) and Central Plant Building (BLD-00470).

We will perform these Basic Services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. We will perform these services as expeditiously as is consistent within the profession.

## **SECTION 2. DESCRIPTION OF BASIC SERVICES**

We will submit a schedule for the performance of these Basic Services in a timely manner. The schedule initially will include anticipated dates for the commencement of construction and for Substantial Completion. The schedule will include allowances for periods of time required for your review, and for approval of submissions by authorities having jurisdiction over the Project.

We will comply with applicable design requirements imposed by the authorities having jurisdiction. This project is subject to review with the Sacramento office of HCAI/OSHPD.

Basic Services include customary structural, mechanical, electrical and plumbing engineering services. For a list of Additional Services, see SECTION 5 of this document.

### **A. PHASE 2A: HCAI SCU REVIEW**

- Develop a comprehensive Material Testing and Conditions Assessment Program (MTCAP).
- Geotech/Geo-Hazard Report:
  - o Work with the geotechnical subconsultant, to develop the necessary Geotech/Geo-Hazard Report. Prior geotechnical reports will be utilized as much as possible to avoid physical testing at the site. Where testing is determined to be required, a proposal will be provided directly to Mendocino Coast.
- SPC-4D Structural Analysis/Calculations.
- HCAI SCU Approval.

We estimate this phase will take approximately nine (9) to twelve (12) months to complete.

### **B. PHASE 2B MTCAP REGIONAL IMPLEMENTATION & RESULTS**

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- Construction Documents: Upon approval for the MTCAP noted in Phase 2A above, we will prepare the necessary Construction Documents to submit to HCAI/OSHPD for review and approval that show the locations of the testing areas.
- Prepare standard report for General Contractor use in gathering the MTCAP results.
- Provide Construction Administration efforts for gathering the MTCAP results. Degenkolb will visit the site up to once per week during times of heavy activity, respond to RFI's and prepare ACD's as needed throughout the construction period. We have assumed a construction duration of six (6) months.
- MTCAP Results Submission to HCAI SCU: Prepare Material Testing and Condition Assessment Results Report for submittal to HCAI SCU. The Report will include interpretation of testing lab findings and material strengths for use in the analyses submitted for each building. We anticipate only one (1) back check will be required.

We estimate this phase will take approximately twelve (12) to fifteen (15) months to complete.

See the attached the Degenkolb report dated April 24, 2024 for additional details.

**SECTION 3. COMPENSATION**

Payments for services will be made monthly in proportion to services performed. Payments are due and payable upon presentation of Devenney Group's invoice.

A breakdown of the architectural fee by phase is as follows:

PHASE 2A: HCAI SCU REVIEW				
Company	MTCAP Fee	Analysis SCU Submittal	SCU Response Budget	Sub Total
Devenney Group Ltd., Architects	\$ 2,700	\$ 2,700	\$ 2,700	\$ 8,100
Degenkolb Engineers	\$ 45,000	\$ 50,000	\$ 15,000	\$ 110,000
Reimbursable Expenses (10%)				\$ 11,810
Consultant Administration (10%)				\$ 11,000
PHASE 2A PROJECT COSTS				<b>\$ 140,910</b>
PHASE 2B: MTCAP REGIONAL IMPLEMENTATION & RESULTS				
Company		Sub Total		
Devenney Group Ltd., Architects		\$ 33,600		
Degenkolb Engineers		\$ 120,000		
Reimbursable Expenses (10%)				\$ 15,360
Consultant Administration (10%)				\$ 12,000
PHASE 2B PROJECT COSTS				<b>\$ 180,960</b>
TOTAL PROJECT COSTS (PHASE 2A & 2B)				<b>\$ 321,870</b>

Any changes in these Basic Services will result in additional work and may require additional fees. Devenney Group staff can be utilized for work beyond the scope of Basic Services. Additional Services may be quoted as a fixed fee if requested by the Owner prior to commencing with the work.

#### **SECTION 4. REIMBURSABLE EXPENSES**

Reimbursable expenses are in addition to compensation for basic services and additional services and include expenses incurred by the Architect and the Architect's employees and consultants in the interest of the Project for the following expenses:

Transportation and authorized out-of-town travel and subsistence; dedicated data and communication services; printing, reproductions, plots; postage, handling and delivery; renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner; all taxes levied on professional services and on reimbursable expenses; other similar Project-related expenditures.

For reimbursable expenses, the compensation will be the expenses incurred by Devenney Group and our consultants plus an administrative fee of 10% of the expenses incurred.

#### **SECTION 5. ADDITIONAL SERVICES**

If additional services are required, we will prepare a separate proposal for these services. We will not commence additional services without written authorization. These services include:

Programming, Flow Diagrams, Extensive Existing Facility Surveys, Land Surveying Services, Site Analysis and Selection, Economic Feasibility Studies, Owner-Supplied Data Coordination, Interior Design, Special Bidding and Negotiation, Start-Up Assistance, Record Drawings, Post-Contract Evaluation, Geotechnical Services, Environmental Studies and Reports, Civil Design, Landscape Design, Detailed Cost Estimating, Construction Management, Construction Procurement, and services and fees paid for securing approval of authorities having jurisdiction over the Project.

#### **SECTION 6. OWNER RESPONSIBILITIES**

The Owner will provide information in a timely manner regarding requirements for the Project, including a written functional program defining the Owner's objectives, schedule, preliminary budget, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, existing electronic drawings (if applicable), systems and site requirements.

The Owner will identify a representative authorized to act on the Owner's behalf with respect to the Project.

**SECTION 7. NOTICE TO PROCEED**

If this proposal meets with your approval, please sign, date, and return one signed copy.

We look forward to working with you and Mendocino Coast Health Care District on this Project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

So agreed as set forth herein, this

**Devenney Group Ltd., Architects**

\_\_\_\_\_ day of \_\_\_\_\_ 2024.



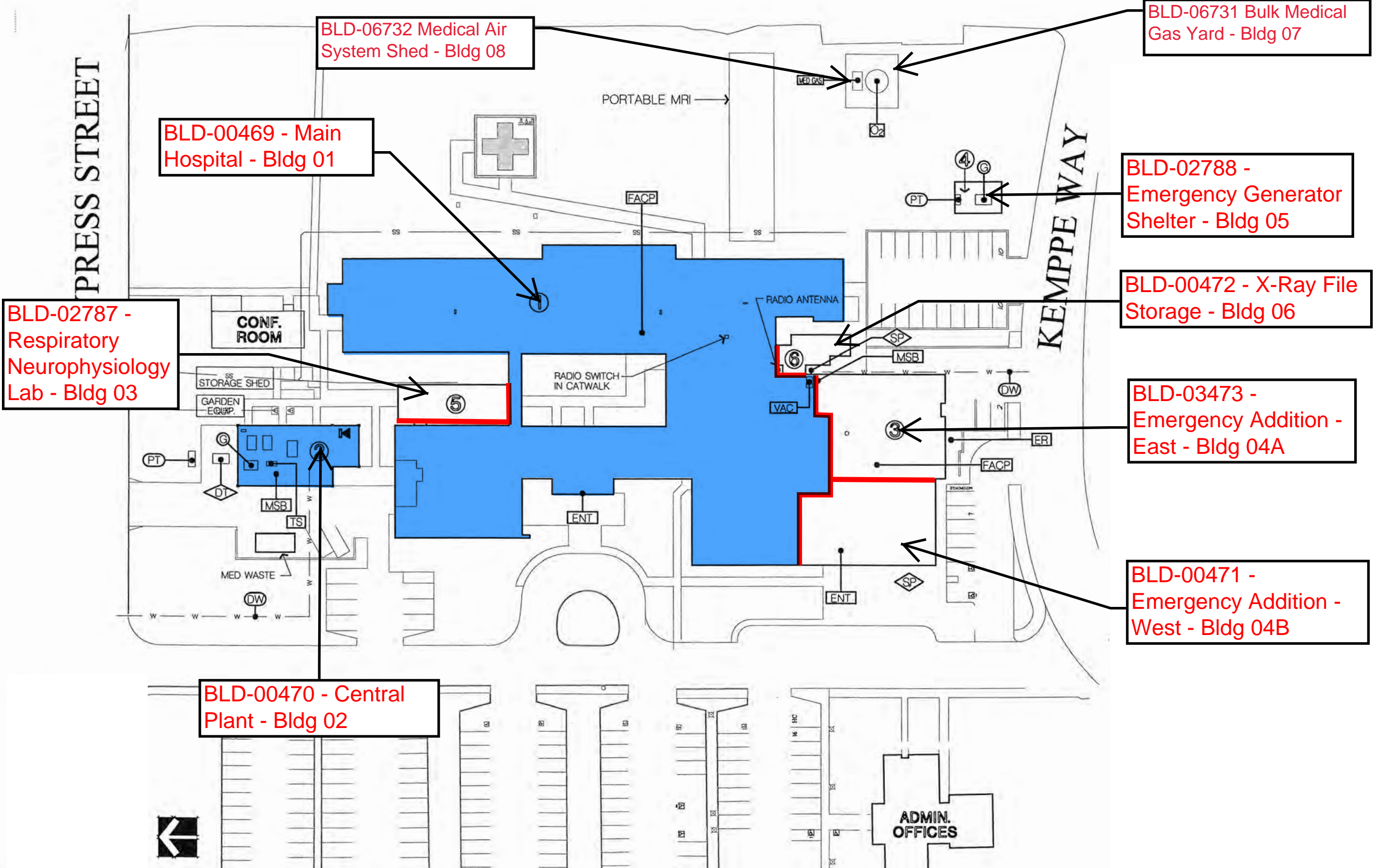
Dudley Campbell, AIA, LEED AP  
Chief Operating Officer

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

\_\_\_\_\_  
(Name/Title)

Enclosures

cc: K. Wylie / MCHCD  
J. Dorsey / DGL  
J. Jurju / DGL  
File  
Emailed 06/03/2024



# Adventist Health Mendocino Coast Facility No. 10301

02/11/21

April 24, 2024

Dudley Campbell  
Devenney Group  
6900 East Camelback Rd, Ste 500  
Scottsdale, Arizona 85251  
Via Email: [dcampbell@devenneygroup.com](mailto:dcampbell@devenneygroup.com)

Reference: **Proposal for SPC-4D Phase 2 Examination Report  
Adventist Health Mendocino Coast  
Main Hospital Building & Central Plant Building  
[Degenkolb Job Number C2953019.00]**

Dudley,

We are pleased to present this proposal to continue our work to develop the SPC-4D seismic improvements for Adventist Health Mendocino Coast in Fort Bragg. In this phase, we will develop Examination Submittals for conditional approval by HCAI Seismic Compliance Unit. Phase 2 has two (2) parts:

- Phase 2A covers work directly with the HCAI SCU. This phase includes the Structural Analysis/Strengthening Concepts, Material Testing and Condition Assessment Programs (MTCAP), and Geotechnical Reports. Under this proposal Degenkolb Engineers will provide structural engineering services. A geotechnical engineer will need to be engaged to prepare a new geotechnical report. Their scope of work will be limited to the development of a Geo-Hazard Report. The fee associated with developing this report will be submitted as an additional service once a consultant has been engaged. We recommend a budget of \$50,000.
- Phase 2B covers work directly with the HCAI Region. Our work in this phase covers development of MTCAP permit documents, providing construction administration services during implementation of the MTCAP construction project, and submittal of the MTCAP results to the HCAI SCU. Contractors and Testing Labs will be under contract directly with Mendocino Coast.

This proposal covers Phase 2A and 2B for the Main Hospital Building and the Central Plant Building.

### **Scope of Work: Phase 2A**

Our scope of work will consist of developing an Examination Submittal for each of the buildings in accordance with the 2022 California Existing Building Code (CEBC) Section 303A.3.3 and 501A.3, and 2022 California Administrative Code (CAC), Chapter 6, Section 1.4.5.1.3, which will be submitted to the HCAI Seismic Compliance Unit (SCU). Below is a summary of each part of the submittal.





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### ***I. Material Testing and Condition Assessment Programs (MTCAP)***

1. Develop a “Comprehensive” Materials Testing and Condition Assessment Program (MTCAP) for SPC-4D per ASCE 41-13 and 2022 CEBC, Section 303A.3.5.3.
2. Meet with the facility at the site to review testing locations.
3. Develop a final SPC-4D MTCAP Report to be executed as part of Phase 2B.
4. Coordinate final test locations with HCAI Sacramento.
5. Submit the final SPC-4D MTCAP Report to HCAI SCU for review and approval.
6. Respond to HCAI comments to obtain approval of the program. We anticipate only one (1) back check will be required.

As part of Phase 2B, we will take the approved MTCAP to obtain an HCAI building permit and perform construction administration services working with a General Contractor or Testing Agency to execute the MTCAP. The General Contractor and Testing Lab will be contracted directly with Mendocino Coast.

### ***II. Geotech/Geo-Hazard Report***

As part of this scope of work we will work with our geotechnical subconsultant, Slate Geotechnical Consultants, to develop the necessary Geotech/Geo-Hazard Report. Prior geotechnical reports will be utilized as much as possible to avoid physical testing at the site. Where testing is determined to be required, a proposal will be provided by Slate Geotechnical Consultants directly to Mendocino Coast.

We propose the following tasks:

1. Gather all previous geotechnical reports for the campus and provide them to Slate Geotechnical Consultants.
2. Develop a geotechnical requirement for SPC-4D for use in developing the necessary Geotech/Geo-Hazard Report by Slate Geotechnical Consultants.
3. Slate Geotechnical Consultants will develop site-specific spectra and geotechnical parameters in accordance with ASCE 41-13.
4. Soil stiffness parameters will be provided for the building, in accordance with ASCE 41-13.
5. Slate Geotechnical Consultants will develop a Geotech/Geo-Hazard Report, suitable for HCAI/CGS submission.
6. Respond to HCAI/CGS comments to obtain approval of the report.





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### ***III. SPC-4D Structural Analysis/Calculations***

1. Provide calculations to justify the SPC-4D rating using the ASCE 41-13 criteria. Calculations will be developed in accordance with 2022 CEBC Section 501A.3.1 or 2022 CEBC Section 303A.3.3. Where ASCE 41-13 is used, we will:
  - a. Update the building analysis model to include BSE-1E and BSE-2E hazards for SPC-4D analysis.
  - b. Update the building analysis model to include Damage Control and Collapse Prevention limit states for SPC-4D analysis.
2. Coordinate with geotechnical engineering impacts to the foundation.
3. Develop conceptual strengthening documents for the SPC-4D upgrade.
4. Attend meetings with Mendocino Coast to provide updates on analysis progress.
5. Submit analysis and design development documents to HCAI SCU for review. Analysis to be in accordance with the 2022 California Building Code.

### ***IV. HCAI Seismic Compliance Unit Approval***

1. Respond to HCAI comments to obtain approval of the Examination Report.
2. Our experience is that the HCAI SCU will provide review of the MTCAP Program, Analysis, and Geotechnical Report contingent on later receipt of the MTCAP results. This allows development of conditional agreement on scope of strengthening to achieve SPC-4D.

### **Scope of Work: Phase 2B**

The scope of work in Phase 2B consists of Degenkolb providing construction administrative services during the implementation of the Material Testing and Condition Assessment Programs. We propose the following tasks:

#### ***I. MTCAP Approval by HCAI Region:***

1. Prepare Construction Documents for MTCAP Project for submittal to HCAI Sacramento. Documents will be based on the approved MTCAP Report from Phase 2A.
  - a. We will coordinate with Devenney Architects the testing locations based on accessibility and impact to the facility.
2. Provide Construction Documents, TIO, and copy of approved program to BSS using HCAI's electronic portal and respond to comments to obtain HCAI approval. Request Field Review to expedite review process. We anticipate that the contractor will acquire a construction permit. We anticipate only one (1) back check will be required.



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## ***II. MTCAP Project:***

1. Prepare a standard report identifying required format and documentation of the MTCAP results. We expect this will be included in the Adventist Health Mendocino Coast RFP instructions to contractors and testing labs.
2. Provide Construction Administration service working with a General Contractor or Testing Agency to execute the MTCAP. The General Contractor and Testing Lab will be contracted directly with Mendocino Coast. Scope includes:
  - a. Kickoff meeting with contractor, IOR, and DSE
  - b. Visit site and attend meetings with owner, architect, contractor, and Testing Lab. We have assumed one (1) site meeting per week during times of heavy activity level. Should additional meetings or site visits be required, additional services may be necessary.
  - c. Respond to RFIs or other clarification questions during the program execution. Prepare ACD documents for HCAI approval if required to implement the permitted program.
  - d. Review submittals.
  - e. Provide Verified Compliance Reports and assist with project close-out.

## ***III. MTCAP Results Submitted to HCAI SCU***

Prepare Material Testing and Condition Assessment Results Report for submittal to HCAI Seismic Compliance Unit. The Report will include interpretation of testing lab findings and material strengths for use in the analyses submitted for each building. We anticipate only one (1) back check will be required. The process includes:

1. Calculate existing material strengths based on results from testing based on statistical methodologies acceptable to HCAI.
2. Confirm whether observed conditions of the Conditions Assessment part of the MTCAP program indicate that the building was constructed in general conformance with original construction drawings.
3. Document results in the MTCAP Results Report. The Testing Lab Report will be included as an appendix to the Degenkolb Result Report.
4. Submit the Results Report to the Seismic Compliance Unit for acceptance and conditional approval of the analysis and seismic strengthening documents submitted in Phase 2A. We anticipate only one (1) back check will be required. Modifications required to Phase 2A analysis resulting from low material strengths and/or deviations in assessed conditions from the original construction documents are not included in the scope of this proposal.



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After successful completion of Phase 2A and Phase 2B, the HCAI Seismic Compliance Unit will grant conditional approval of the scope of SPC-4D seismic strengthening included in Phase 2A.

### **Assumptions**

We have made the following assumptions in the development of the fee for this scope of work:

1. Services from contractors such as but not limited to material / condition assessment contractor and laboratory are not included in our fees and scope and will be acquired directly by the owner.
2. Where additional field investigation by the geotechnical engineer is required, Slate Geotechnical Consultants contracts directly with Adventist Health Mendocino Coast for execution.
3. Services from other consultants such as but not limited to architect and MEP engineer are not included in our fees and scope.
4. Nonstructural NPC evaluations are not part of this study but can be performed as a separate proposal if requested.
5. We will be provided access for site visits. We have assumed Mendocino Coast will assist in interfacing with the facility occupants during our site visit. We assume that the Facilities Department will provide all necessary access to rooms and equipment. Typically, a facilities person will escort our team to ensure appropriate access. We assume the facility will provide assistance with a ladder if required.
6. Cost estimating will be provided by owner.
7. ADA scope associated with the SPC-4D Upgrade project as well as other Tenant Improvements will be done as a separate proposal and is therefore not included in our fee.
8. Expedited Field Review of the MTCAP Construction Documents will be requested when submitting to the region; however, office review is assumed in the schedule. Office review may span four months, with a 60-day initial review, comments, 30-day second review, and approval.
9. Modifications to analysis resulting from low material strengths and/or deviations in assessed conditions from the original construction documents are not included in the scope of this proposal.
10. Where Geotechnical scope is required (for the inspection of excavation, backfill, or related activities), Slate Geotechnical Consultants will contract directly with Mendocino Coast.



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11. Tenant improvements and/or relocation or replacement of existing equipment and furnishings beyond the minimum extent required to execute the MTCA program is beyond the scope of this contract.

### **Estimated Project Schedule and Proposed Deliverables**

We anticipate the schedule for the various packages will generally be in conformance with the summary that follows for Phase 2A:

- Materials Testing and Condition Assessment Program
  - Estimated **3 months** from Start of Contract
- Geotech/Geohazard Report
  - Estimated **3 months** from Start of Contract
  - We do not expect the Geotech/Geohazard Report to be on a Critical Path. We will submit reports developed by Slate Geotechnical Consultants between months 3 and 9.
- SPC-4D Analysis/Calculations
  - Estimated **3 months** from Start of Contract
- HCAI SCU Review and Approval
  - Estimated **3 months** from Start of Contract

Execution of the Material Testing Program in Phase 2B is the main critical path item in Phase 2. The schedule is dependent on the HCAI Region review process and construction schedule which is likely driven by site access. Our experience with the HCAI Region review is that it may take up to four (4) months through the normal submittal and backcheck process if they do not allow field review. We recommend input from HCAI and the General Contractor be obtained to refine Phase 2B schedule. We anticipate Phase 2B schedule for the various packages will generally conform with the following summary:

- MTCA Construction Document Development by Degenkolb
  - Estimated **1 to 2 months**, to begin after the approval of the MTCAP Program by the SCU
- MTCAP Permit Review by HCAI BSS
  - Estimated **2 to 4 months** from electronic submittal but has potential for expedited Field Review.
- MTCAP Sampling and Testing by Contractor and Testing Lab



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- Need schedule input from General Contractor and Testing Lab. Includes preparation of report by Testing Lab. **6 months** is assumed.
- MTCAP Results Summary by Degenkolb
  - Estimated **1 month** to interpret results and prepare report.
- MTCAP Results Review by OSHPD SCU
  - Estimated **1 to 2 months** to review results and match results with analysis assumptions.

## Personnel

**Chris Hilson:** Chris Hilson will serve as the Project Manager and SEOR for Degenkolb Engineers. He will be responsible for all aspects of the project and will serve as your primary Degenkolb point of contact.

**Devon Lumbard:** Devon Lumbard will serve as the Project Advisor. In that role he will be involved with the project as advisor, resource for the team, and will be your alternate point of contact.

## Compensation

We propose to provide our services in accordance with the Terms and Conditions provided on the following pages. We will incorporate our 2024 Consulting Compensation Schedule; a copy is attached.

We will perform our work on an hourly basis. We recommend a budget as outlined below be established for this scope of work.

Phase 2A: HCAI SCU Review				
MTCAP Fee	Geotechnical Report Budget	Analysis SCU Submittal	SCU Response Budget	Total Phase 2A
\$45,000	TBD*	\$50,000	\$15,000	<b>\$110,000</b>

\*Geotechnical Report will be required. A fee for this scope will be provided as an Additional Service.

Phase 2B: MTCAP Regional Implementation & Results			
Assumed Duration (# months)	Structural Fee	Architectural Allowance	Total Phase 2B
7	\$120,000	\$10,000	<b>\$130,000</b>

Reimbursable expenses, such as reproductions, prints, mileage, etc. will be billed at 110% of our direct costs.



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If you find the terms of this proposal acceptable, please sign below and return one (1) copy for our record. Thank you for the opportunity to provide our services to you on this project. If you would like to discuss this proposal, please contact us at your earliest convenience. We look forward to working with you again.

Very truly yours,

DEGENKOLB ENGINEERS

A handwritten signature in black ink, appearing to read "Chris Hilson".

Chris Hilson, S.E. 6652  
Associate

A handwritten signature in black ink, appearing to read "Devon Lumbard".

Devon Lumbard, S.E. 5552  
Principal

ACCEPTED:

**Devenney Group**

BY:

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DATE:

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PURCHASE ORDER OR  
REFERENCE NUMBER:

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**This proposal is valid for 60 days. Please advise us immediately if an extension is necessary.**

CH/DAL

Attachment: Notice of Licensure for the State of California

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## **STRUCTURAL ENGINEERING SERVICES**

### **General Conditions and Compensation**

Structural engineering services include structural designs, consulting, evaluations, research, and preparation of reports. The scope of these services is defined in the Letter of Agreement for each project. For new building design projects, our basic services are further outlined in the document entitled Supplement A, Structural Engineering Design Services—Scope of Services.

#### **GENERAL CONDITIONS**

##### **1. Instruments of Service**

All reports, plans, specifications, field data, calculations, tracings, hand or computer-generated drawings, special masters, and other documents, including all documents and files on electronic media, prepared by Degenkolb pursuant to this Agreement are instruments of professional service intended for one-time use in conjunction with the Project. They are and shall remain the property of Degenkolb. Any modification or reuse without the written approval by Degenkolb is prohibited.

##### **2. Standard of Care**

Degenkolb services are performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the engineering profession under similar circumstances at the time the services are performed in the locality of the project. No warranty or representation, either expressed or implied, is included or intended in Degenkolb's proposals, contracts, designs, documents, opinions, or reports. Degenkolb shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations and laws in effect as of the date of execution of this Agreement.

##### **3. Defects in Service**

The Client shall promptly report to Degenkolb any defects or suspected defects in Degenkolb's work or services of which the Client becomes aware, so that Degenkolb may take measures to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all Contractors in his or her Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client, and the Client's Contractors or subcontractors to notify Degenkolb, shall relieve Degenkolb of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

##### **4. Opinions of Probable Construction Cost**

Degenkolb's opinions of probable construction costs represent Degenkolb's best judgment as professionals generally familiar with the construction industry. However, since Degenkolb has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market or negotiating conditions, Degenkolb cannot and does not warrant or represent that proposals, bids or actual construction cost will not vary from provided opinions of probable construction cost. Degenkolb will consider design work required to align Contractor bid prices with the Client's Project budget as extra services.

##### **5. Betterment**

If, due to Degenkolb's error, any required item or component of the Project is omitted from Degenkolb's construction documents, Degenkolb shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Degenkolb be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

##### **6. Risk Allocation**

In recognition of the relative risks, rewards and benefits of the Project to both the Client and Degenkolb, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Degenkolb's total liability to the Client, and anyone claiming by, under, or through the Client, for any and all claims, losses, expenses, damages or claim expenses arising out of this Agreement and the performance thereunder, from any cause or causes, shall not exceed the total amount of \$50,000 or the amount of compensation paid to Degenkolb under this Agreement (whichever is greater). Such claims and causes include, but are not limited to Degenkolb's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.





Further, the Client agrees to notify any Contractor or sub-contractor who may perform work in connection with any design, report, or study prepared by Degenkolb of such limitation of liability for design defects, errors, omissions or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against Degenkolb.

In the event that Client does not agree to limit Degenkolb's liability to this sum, Degenkolb shall waive this limitation upon the Client's request provided that (1) the Client pays an additional consideration of 5% of Degenkolb's total fee or \$500, whichever is greater, and (2) at least \$500 of such payment is paid within 30 days of the Degenkolb proposal or the day Degenkolb commences performance of services, whichever is later.

In the event the Client makes a claim against Degenkolb, at law or otherwise, for any alleged error, omission or other act arising out of the performance of professional services, and the Client fails to prove such claim, then the Client shall pay all costs incurred by Degenkolb in defending itself against the claim.

## **7. Indemnification**

The Client waives any claim against Degenkolb, and shall defend, indemnify and hold harmless Degenkolb, Degenkolb's officers, directors, principals, partners, employees and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising or allegedly arising from or in any way connected with Degenkolb's services under this Agreement, except where such claim or liability is caused by the sole negligence or willful misconduct of Degenkolb.

The Client also shall defend, indemnify and hold harmless Degenkolb, Degenkolb's officers, directors, principals, partners, employees and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising in whole or in part from the negligent act or omission, and/or strict liability of the Client or anyone directly or indirectly employed by the Client.

Limitations on liability and indemnities in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. These limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by Degenkolb's sole or gross negligence or Degenkolb's willful misconduct.

## **8. Information Provided by Client**

Degenkolb shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to Degenkolb such information as is available to the Client and the Client's consultants and contractors, and Degenkolb shall be entitled to rely upon the accuracy and the completeness thereof.

The Client recognizes that it is impossible for Degenkolb to assure the accuracy of such information, either because it is impossible to verify, because of defects in or unknown changes to the original or subsequent construction, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client shall defend, indemnify and hold harmless Degenkolb, Degenkolb's officers, directors, principals, partners, employees and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising or allegedly arising from or in any way connected with errors, omissions or inaccuracies in documents or other information provided by the Client to Degenkolb.

## **9. Hidden Conditions**

When advised or requested by Degenkolb, investigation of structural conditions concealed by existing finishes shall be authorized and paid for by the Client. Client shall pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition.

If (1) the Client fails to authorize such investigation or correction after due notification, or (2) Degenkolb has no knowledge that such a condition exists, the Client shall be responsible for all risks associated with this condition, and Degenkolb shall not be responsible for the existing condition, nor any resulting damages to persons or property.



#### **10. Additional Services**

Unless otherwise provided for elsewhere in the Agreement, where services beyond those agreed upon by Degenkolb are required or desired, and such additional services are not caused by Degenkolb's negligence, Degenkolb and Client agree to negotiate in good faith the terms upon which such additional services are to be provided. Degenkolb has no obligation to perform such additional services in the absence of an agreement related thereto.

#### **11. Toxic and Hazardous Substances**

Degenkolb and its subconsultants and agents shall have no responsibility for the discovery, presence, handling, removal of or exposure of persons to hazardous materials in any form at the Project site including, but not limited to asbestos, asbestos products, PCBs, radioactive materials, or other toxic substances.

In the event that Degenkolb or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Degenkolb's services, Degenkolb may, at its option and without liability for consequential or any other damages, suspend services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

The Client also shall defend, indemnify and hold harmless Degenkolb, Degenkolb's officers, directors, principals, partners, employees and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising in whole or in part from the presence, discharge, release or escape of asbestos, asbestos products, PCBs, radioactive materials, or other toxic substances at or in the vicinity of the job site.

#### **12. Peer Review Services**

Where the Client employs Degenkolb for peer review services, it shall not be construed that Degenkolb, through such services, is supplanting or joining with the Structural Engineer of Record in his or her professional responsibility for the design of the structural portion of the Project under review.

Project peer review services performed by Degenkolb are not to be interpreted as a check of any nonstructural provisions of the applicable building code or codes. They are not a check of general requirements, such as Use Group or Type of Construction, a check of life-safety or fire protection requirements or a check of any code provisions, other than those concerning the stability and integrity of the primary structural system. No attempt will be made to verify dimensions, except to the extent necessary to review the adequacy of a particular structural component.

#### **13. Job Site Safety**

Neither the professional activities of Degenkolb, nor the presence of Degenkolb's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with contract documents and any health or safety precautions required by any regulatory agencies.

Degenkolb shall have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

The Client agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor.

The Client also agrees that Degenkolb and Degenkolb's subconsultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy. Furthermore, such insurance obtained by the General Contractor for the benefit of Degenkolb shall be primary to any other insurance purchased by Degenkolb. The obligation to indemnify is independent of the General Contractor's obligation to obtain insurance for the benefit of Degenkolb.

#### **14. Right of Entry**

The Client shall provide for Degenkolb's right to enter the property owned by the Client and/or others in order for Degenkolb to fulfill the Scope of Services included hereunder.



#### **15. Project Representatives**

The Client shall designate representatives who are authorized to make all decisions on the Client's behalf. The Client shall furnish a revised listing to Degenkolb when any changes affecting this listing are made.

#### **16. Delays**

Degenkolb is not responsible for delays caused by factors beyond the firm's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Degenkolb's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Degenkolb's reasonable control occur, the Client agrees that Degenkolb is not responsible for damages, nor shall Degenkolb be deemed to be in default of this Agreement.

#### **17. Assignment and Subconsultants**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph, however, shall prevent Degenkolb from employing such independent consultants, associates, subcontractors and subconsultants (collectively 'subconsultants') as Degenkolb, in its sole discretion, may deem appropriate to assist in the performance of services hereunder. Degenkolb shall be responsible for appropriately paying its subconsultants and Degenkolb may bill Client (subject to any agreed upon limits) for the services performed by Degenkolb's subconsultants at the rates billed for services performed by Degenkolb employees performing similar services on this or other projects.

#### **18. Dispute Resolution**

In an effort to resolve any conflicts that arise during or following the completion of the Project, Degenkolb and Client agree that, prior to any litigation, all claims, counterclaims, disputes and other matters in question between the parties hereto, arising out of or relating to this Agreement or breach thereof, will be submitted to non-binding mediation under the auspices of a mutually agreeable mediation unless the parties mutually agree otherwise. Client and Degenkolb further agree to include the foregoing provision in any and all Agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants to likewise include said provisions in any and all Agreements with subcontractors, subconsultants, suppliers, or fabricators so retained.

#### **19. Termination of Services**

This Agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Degenkolb for all services rendered to the date of termination, including all reimbursable expenses, and termination expenses.

#### **20. Transfer of Electronic Files**

Unless the parties to this Agreement agree otherwise, the following terms shall apply to instances where Degenkolb electronically transfers files (e.g., via the internet; via compact disk, through an FTP site, etc) to the Client or on behalf of the Client: These files are not contract documents and may be subject to manipulation beyond the control of Degenkolb. Therefore, Degenkolb cannot verify that the files accurately or completely reflect actual construction or field conditions. In the event that a conflict arises between the signed/certified contract documents prepared by Degenkolb and the electronic files, the signed/certified contract documents shall govern. Client is responsible to determine if any conflicts exist. Any modification of the electronic files, or reuse on another project, by or through Client will be at the Client's sole risk and without liability or legal exposure to Degenkolb.

#### **21. Third Party Beneficiaries**

This Agreement is solely for the benefit of Degenkolb and Client and not for any other person or entity. To the extent that any other person or entity, including but not limited to the General Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by Degenkolb pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this contract. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Degenkolb or Client.



## **22. Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any claim or controversy arising out of or in any way related to this Agreement or the performance thereunder shall be litigated in a court of competent jurisdiction in the State of California.

## **23. Miscellaneous**

If any portion of this Agreement is found to be unenforceable, the remaining portions of the Agreement shall remain in effect and be enforced.

This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

This Agreement shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Agreement or any part thereof to be drafted.

The titles used in this Agreement are for general reference only and are not part of the Agreement.

## **COMPENSATION**

Compensation for engineering services shall be adequate to permit the proper fulfillment of Degenkolb's obligation to the Client and to the public. Unless stated otherwise in the Letter of agreement between Degenkolb and the Client, the compensation for our services will be billed to the Client on an hourly basis for each employee's time in accordance with the attached schedule of hourly rates. Our hourly rate schedule is subject to change upon notification. Time spent in traveling, when in the interest of the Project, will be charged to the Client. Direct non-salary expenses (reimbursable expenses) will be charged in addition to the hourly charges at cost, plus 10%.

Reimbursable expenses include, but are not limited to: (1) Travel and subsistence when away from the home office on Project business. (2) Identifiable communication expenses and postage other than for general correspondence. (3) Plan check, permit and inspection fees required by governing bodies. (4) Photographic services. (5) Identifiable printing and reproduction costs applicable to the Project. (6) Subcontracted services.

## **PAYMENTS ON ACCOUNT**

Invoices will be prepared in accordance with Degenkolb's standard invoicing practices and will be submitted to Client, at Degenkolb's option, either upon completion of any phase or on a monthly basis. Invoices are due and payable on receipt.

**Unpaid Invoices:** If Client fails to make any payment due Degenkolb for services and expenses within thirty days after receipt of Degenkolb's invoice therefor, the amounts due Degenkolb will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, Degenkolb may, after giving seven days written notice to Client, suspend services (which may include but is not limited to the withholding of all work product and instruments of service) under this Agreement until Degenkolb has been paid in full all amounts due for services, expenses and charges. Degenkolb shall have no liability to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only the portion so contested may be withheld from payment, and the undisputed portion will be paid. Any attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

Any inquiry or question concerning the substance or content of an invoice shall be submitted to Degenkolb in writing within ten days of receipt of the invoice. A failure to notify Degenkolb within this period shall constitute an acknowledgment that the service has been provided. **Payment upon Termination:** In the event of termination, the Client shall pay Degenkolb for all services rendered by Degenkolb and Degenkolb's subconsultants through the date of termination, including all reimbursable expenses and termination expenses.



The following Degenkolb Engineers' personnel are licensed by the  
California Board for Professional Engineers and Land Surveyors  
(Effective January 2, 2024)

Employee	California CE License #	California SE License #
Allen, Michael G.	65045	5414
Alvaro, Enrico A.	91934	
Ambrosio-Meir, Anthony I.	90091	7151
Arellano, Alex	92517	
Ash, Cale R.	68913	5305
Bansal, Anuj	53916	4583
Barnard, Matthew P.	65063	5087
Barnes, Alex L.	90783	
Bartoletti, Stacy J.	53922	4293
Basualdo, Laura C.	80026	6486
Bindrich, Bryan V.	77850	6196
Bolden, Torrey A.	91164	
Bramhall, Michael A.	57864	4237
Braund, Michael T.	71576	5569
Callister, Jeremy T.	72779	5646
Cates, Brett D.	85995	7157
Celestino Morales, Alvaro	71948	5580
Cha, Jason	92149	
Chan, Wesley I.	93693	
Chang, Walter	87618	6988
Chi, Yu-Wen	83294	6776
Chisholm, Michael P.	85884	
Chrupalo, Travis R.	85548	7181
Chu, Alex Y.	82119	6501
Closs, Chad R.	75942	5946
Cortes-Macouzet, Octavio A.	89292	7135
Creagh, Ariel L.	85083	6750
Cummins, Clare E.	90287	
Curameng, Christian Paul C.	92396	
Delaporte, Charles	90729	
Desai, Dhawal	88845	7143
Fobel, Peter H.	91461	7006
Fougner, Lucie K.	67787	5262
Franco, Richard	58940	4886
Gaspar Rodriguez, Daniel	91836	
Gonzalez-Arechaga, Lilian	93998	
Good, Elena C.	89470	7063
Graff, Robert M.	65047	5113
Gross, Jennifer A.	72755	5724
Guevarra, Gyorgy B.	68386	
Hagen, Garrett R.	82112	6449
Hall, Christian E.	85773	6940
Halle, Jorn E.	47347	3933
Hanna, Candice	95025	
Hays, Erica D.	80692	6428
Hilson, Christopher W.	75049	6652
Hohener, Conrad A.	78559	6186
Hugo-Holman, Adam T.	75002	5943
Inhofer, Amy N.	90056	7217
Jahansouz, Emily H.	92026	
Johnson, Hannah H.	90977	7215
Johnston, Kirk A.	59031	4705
Johnston, Laurie K.	57348	4522
Kaur, Heavenz	82893	6563
Killian, Claire	95836	
Kim, In Sung	77087	5892
Kohrs-Herwig, Paige L.	94070	
Krahe, Collin A.	88485	7065
Kuster, Lindsey C.	93843	
Lai, Jiun Wei	86363	7232
Lam, David R.	86629	6919
Lee, Jeffrey E.	94076	

Employee	California CE License #	California SE License #
Lee, Monica Y.	93798	
Leung, Ka Ho ("Michael")	86620	7019
Li, Evelyn A.	94551	
Lin, Daniel H.	92520	
Lin, Rainbow	92222	
Lindsey, Timothy M.	76586	
Liu, James B.	63776	4935
Lopez-Esce (de Sevilla), Rory	95601	
Love, Richard ("Jay").	35034	2806
Low, Wayne A.	55830	4463
Lumbard, Devon A.	71487	5552
Luong, Hue Truong J.	93797	
Lynn, Abraham C.	84331	
Malley, James O.	38451	3044
Maloney, Peter G.	82044	6556
Marepalli, Krishna Chaitanya	89382	
Martin, David M.	82111	7046
McAdams, Erik R. K.	88403	6964
McHale, Andrew T.	95179	
Miller, Dan	94777	
Miller, David J.	81567	6562
Mitchell, Carrie E.	57853	4558
Mitsuhashi, Xiaomi G.	81977	6805
Moore, Erik J.	86660	6921
Moore, Steven W.	56782	
Motzny, Alexander S.	86502	6941
Nacamuli, Adrian M.	62486	4857
Nelson, Timothy A.	75415	5878
O'Brien, Henry J.	87387	7186
O'Rourke, Carmen	90791	
Orozco, Enrique	86206	
Ouellette, Jared R.	93859	
Parra, Rogelio S.	57543	4510
Patel, Melissa	95211	
Pekelnicky, Robert G.	64989	5083
Phelan, Daniel P.	91746	
Pugliesi, Raymond S.	48086	3968
Ranchal, Pearl	91530	
Razzano, Holly	49972	4107
Rice, Laura E.	84289	6677
Roberts, Alan J.	80316	6437
Rodgers, Joseph	95840	
Rojo, Joshua E.	91936	
Rosales, Robert	88949	7264
Rosario Martinez, Ariane	91382	7236
Sandlin, Peter J.	61830	4901
Scanlan, Jason T.	68121	5393
Scott, Andrew N.	61655	4809
Setiawan, Fendy	93032	
Siegfried, Curtis	89115	7280
Skok, Nicholas R.	86895	6877
Sloat, Daniel A.	86004	
Sommer, David G.	79475	
Steuck, Kyle P.	76269	5965
Tam, Hagen	95801	
Tan, Justin	86524	6858
Thomas, Davis R.	88440	
Tran, Alfred	80055	6429
Tran, Phuoc	86478	
Tsui, Bing Yi ("Yvonne")	80691	6427
Vickery, Melissa V.	79100	6237
Wang, Robert	94464	



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California Board for Professional Engineers and Land Surveyors  
(Effective January 2, 2024)

<i>Employee</i>	<i>California CE License #</i>	<i>California SE License #</i>
Wegleitner, Jonathan S.	91939	
Wenzel, Vincent M.	93721	
Weyl, Laura	80867	6376
White, Ryan W.	94022	
Wong, Eden	95351	
Wong, Simon J.	86599	6917
Worchester, Kate	95537	
Wray, Gordon G.	68548	5273
Wyllie, Loring A.	17179	1648
Yin, Jay C.	57761	4521
Zepeda, Daniel	68493	5260



## **2024 Consulting Compensation Schedule Sacramento Region**

*The following hourly rates are applicable as of January 1, 2024.  
These rates are subject to change upon notification.*

Title	Rates
Senior Principal	\$350
Principal	\$310
Senior Associate	\$280
Associate Principal	\$280
Associate	\$245
Senior Project Manager	\$245
Forensics Operations Manager	\$225
Director of Testing Services	\$225
Project Manager	\$225
Project Engineer	\$225
Design Engineer	\$210
Designer 3	\$200
Designer 2	\$190
Designer 1	\$160
Assistant Designer 2	\$125
Assistant Designer 1	\$95
Engineering Technician II	\$190
Engineering Technician I	\$145
Senior BIM/CAD Specialist	\$180
BIM/CAD Specialist	\$145
Project Analyst	\$110
Administrative Services	\$90