



January 6, 2016

Quote: PTG-SSUSD-0106

Sierra Sands Unified School District
113 West Felspar Avenue
Ridgecrest, CA 93555

Attention: Steve Hubbard, Program Manager

Subject: SSUSD Murray Middle School UFC compliance - Consulting services and analysis per Anti-Terrorism/Force Protection requirements for modular buildings

Dear Steve,

Thank you for the opportunity to provide a proposal on the captioned scope of work on the Murray Middle School project at China Lake Naval Air Weapons Station.

Project Understanding

In brief, Protective Technologies Group will assist Meehleis Modular Buildings in gaining a higher level of confidence in their modular buildings for submission of a project proposal for Murray Middle School. This will be accomplished through structural review and analysis to determine which building components are satisfactory for blast resistance and which are not. Specifically, this Phase 1 work will consist of building review and blast analyses to determine the feasibility of building components to satisfy the Department of Defense Unified Facilities Criteria (UFC) standards for Anti-Terrorism/Force Protection, per UFC 4-010-01 and 4-010-02.

Basic Services

As part of these basic services, we propose the following:

1. Review and analysis of roof structures
2. Review and analysis of building A2 sections which do not satisfy DoD Conventional Construction
3. Review and analysis of gymnasium building
4. Review and analysis of doors and windows
5. Verify wall compliance in typical buildings for DoD Conventional Construction
6. Review of additional project details from UFC 4-010-01 such as roof access, equipment rooms, emergency air distribution shutoff, mass notification, etc.
7. General AT/FP consulting – calls, emails, meetings, etc.



Order of Precedence

Priority of each work component from greatest to least is as follows, with particular emphasis on review and analysis of Building B (Gymnasium) and Building A2:

1. Review and analysis of gymnasium building
2. Review and analysis of building A2 sections which do not satisfy DoD Conventional Construction
3. Review and analysis of roof structures
4. Review and analysis of doors and windows
5. Verify wall compliance in typical buildings for DoD Conventional Construction
6. Review of additional project details from UFC 4-010-01 such as roof access, equipment rooms, emergency air distribution shutoff, mass notification, etc.

Deliverables

Brief report outlining building components which are satisfactory for blast resistance and components which require upgrade for blast resistance or other UFC 4-010-01 requirements

Compensation

Previous accounting shows a total remaining balance of \$25,704 between PO 157084 and PO 157345 with SSUSD for the Murray MS project. The new purchase order to be associated with this proposal (PTG-SSUSD-0106) shall clear the remaining balance from these two previous purchase orders and use the new purchase order to supersede these contracts in terms of funding. This action is requested due to the fact that previous purchase orders did not include the scope of work discussed in this proposal. It is understood that additional funding from the district will likely be required to cover future costs associated with work for the Design Narrative or other tasks as a result of this action.

Professional fees for Services are proposed according to the following:

Lump Sum Fee: \$24,500.⁰⁰

Project work will be billed as a percentage of completion.



Schedule

The project can be initiated within three (3) business days of notification to proceed and the execution of this document.

Assumptions

This proposal is based on the following assumptions:

1. Building locations and geometries have not changed from those designated in the bid package provided to Meehleis by IBI and/or the school district.
2. The locations and sizes of windows and doors have not changes from those designated in the bid package provided to Meehleis by IBI and/or the school district.
3. The locations of site boundaries (including fences and curbs), trash containers, and mechanical yards have not changed from those designated in the DSA submittal drawings.

Limitations and Exclusions

The following limitations and exclusions apply to the items included in this scope of services:

1. Analyses and guidance are provided on a consulting basis only, and Protective Technologies Group will not act as the Engineer of Record or provide stamped documents for the final designs supplied to the client.
2. Drawings are excluded.
3. Upgrade design for building components which are not satisfactory is excluded.

Protective Technologies Group has extensive experience with an excellent reputation of providing the highest quality services to our clients in hazard mitigation, structural engineering, and advanced technical solutions. We will work to bring that same success to you and your project. Please let me know if you should have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Durant", is written over a horizontal line.

Brad Durant, Director of Engineering / Principal
Protective Technologies Group



Client Acceptance of Quote: PTG-SSUSD-0106:

Signature: _____ Date: _____

Printed Name: _____ PO#: _____

Acceptance of Proposal – The above specific prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment is due upon receipt of invoice(s).

Upon acceptance of proposal, please return a hard copy of this document to the Protective Technologies Group San Diego branch at the following address:

Protective Technologies Group
855K South Main Avenue #164
Fallbrook, CA 92028



EXHIBIT A

GENERAL CONDITIONS

- 1. PARTIES AND SCOPE OF WORK:** Protective Technologies Group (hereinafter referred to as "PTG") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the project management and coordination, field measurements and reconnaissance, engineering design service, or other services to be performed by PTG as set forth in PTG's Proposal for Services (hereinafter referred to as proposal), Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PTG, being Sierra Sands Unified School District (SSUSD) in Ridgecrest, CA. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the Client are adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PTG's work. PTG shall have no duty or obligation to any third party greater than that set forth in PTG's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PTG, and/or the reliance on any of PTG's work, shall constitute acceptance of the terms of PTG's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
- 2. SCHEDULING OF WORK:** The services set forth in PTG's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by PTG personnel at the prices quoted. If PTG is required to delay commencement of the work or if, upon embarking upon its work, PTG is required to stop or interrupt the progress of its work as a result of changes in the scope of work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PTG, additional charges will be determined solely by PTG and will be applicable and payable by Client.
- 3. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for PTG to perform the work. PTG shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, PTG has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires PTG to restore the site to its former condition, upon written request, PTG will perform such additional work as is necessary to do so and Client agrees



to pay PTG for the cost, such costs to be solely determined by PTG and approved by Client.

4. **CLIENT'S DUTY TO NOTIFY PTG:** Client represents and warrants that it has advised PTG of any known or suspected hazardous materials and pollutants at any site at which PTG is to do work hereunder, Client agrees to defend, indemnify and save PTG harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PTG's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures where the actual or potential presence and location thereof were not revealed to PTG by Client.
5. **RESPONSIBILITY:** PTG's work shall not include determining, supervising or implementing the means, methods, techniques, sequences, or procedures of construction.
6. **INSURANCE:** PTG shall prior to the commencement of work under this Contract, obtain and shall continue to maintain at no cost to the Client, in full force and effect during the term of this Contract, a comprehensive liability insurance policy which shall include bodily injury, death, automobile liability and property damage coverage. The minimum limit for this coverage shall be \$2,000,000 combined single limit for liability and for property damage. PTG shall also obtain and shall continue to maintain at no cost to the Client, in full force and effect during the term of this Contract a professional liability (errors and omissions) insurance policy placed with a company rated at least "A" by Best's Key Rating Guide, authorized to do business in California in an amount not less than \$5,000,000. The Client shall be named as, and additional insured under such general liability policy and shall be given at least thirty (30) days prior notice of any material change in coverage, nonrenewal, or of cancellation of such policy, evidenced by return receipt of United States Certified Mail. PTG shall furnish the Client with original copies of certificates evidencing such coverage prior to commencement of any work under this Contract.
7. **PAYMENT:** Client shall be invoiced once a month for work performed during the preceding period. Client agrees to pay each invoice within ten (10) days of receipt of an acceptable invoice and approval and funding by Owner. Invoice may be submitted electronically. PTG shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PTG waives any rights to a mechanics lien, or any provision conditioning PTG's right to receive payment for its work upon payment to Client by any third party. **These General Conditions are notice, where required, that PTG shall file a lien whenever necessary to collect past due amounts.**



- 8. WARRANTY:** PTG'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, PTG WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER THE SAME OR SIMILAR CIRCUMSTANCES BY MEMBERS OF THE PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED.
- 9. INDEMNITY:** Subject to the foregoing limitations, PTG agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses, including reasonable attorney's fees and court costs arising out of PTG's negligence to the extent of PTG's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim, or counterclaim against PTG, the party initiating such action shall reimburse to PTG all costs and expenses incurred by PTG to investigate, answer and defend such suit, cause of action, claim or counterclaim, including reasonable attorney's fees, witness fees, expenses and costs of court to the extent that PTG shall prevail in such suit, cause of action, claim, or counterclaim.
- 10. HAZARDOUS MATERIALS:** Nothing contained within these General Conditions shall be construed or interpreted as requiring PTG to assume the status of an owner, operator, generator, storer, transporter, treater, or disposal facility as those terms appear within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions and any Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
- 11. PROVISIONS SEVERABLE:** The parties understand and agree that these General Conditions shall be enforced as written. In the event any provision of these General Conditions should be found to be unenforceable, such provision shall be stricken and the remaining provisions shall be enforceable, to the extent possible.
- 12. DISPUTE RESOLUTION:** Client shall not be entitled to assert a claim against PTG based on any theory of professional negligence unless and until Client has obtained a written opinion from a registered, independent and reputable engineer that PTG has violated the standard of care applicable to the performance of the Work. Client shall provide the opinion to PTG and the parties shall endeavor to resolve the dispute within thirty (30) days next following the notice from the Client. After such thirty (30) day period, Client may pursue his remedies at law or in



equity. This agreement shall be governed and construed pursuant to the laws of the State of California; any litigation thereon shall be brought in the Courts of the State of California.

13. TERMINATION ON NOTICE: This agreement may be terminated by either party by the giving of three (3) days' written notice of termination by regular mail, facsimile, or email to the addresses set forth above for PTG and Client. PTG is to be paid for services performed up until the date of work stoppage due to the notice.

14. OWNERSHIP OF DOCUMENTS: All documents prepared by PTG and our consultants are the instruments of service for the specific project contemplated by this proposal. They are not intended for reuse on other sites or on other projects. Distribution of the electronic drawing files to the Contractor or any Sub-Contractor shall be at PTG's sole discretion. Any reuse without written verification for adaptation by PTG and our consultants will be at the Client's sole risk and without liability to PTG and our consultants. PTG is not required to disclose any intellectual property to a Client. PTG is not required to release confidential, restricted or classified programs (e.g. CONWEP, SBEDS, etc) to a client. PTG is not required to release intellectual property from a third party partner to a Client. PTG is not required to fulfill requests from a Client that can be considered overly broad, intrusive or that could undermine PTG's competitive advantage.