



MTC ENGINEERING, INC.

GEOTECHNICAL & ENVIRONMENTAL CONSULTANTS

An Independent Commercial Testing Laboratory, Established 1989

5924 Temple City Boulevard, City of Temple City, CA 91780

Tel: (626) 287-6416

Fax: (626) 287-0560

Toll Free: (888) MTC-ENGR (682-3647) E-mail: mtcengr@pacbell.net

December 31, 2018

M18P214S

Cy Wu Architects, Inc.

Attn: Mr. Steve Wu, the Architect

18403 Villa Clara Street

Rowland Heights, CA 91748

SUBJECT: PRELIMINARY GEOTECHNICAL ENGINEERING (LIQUEFACTION) INVESTIGATION
Proposed 6 Two-Story Townhomes and Driveway
809 E. Pine Street, Compton, CA 90221

Gentleman:

Per your request, **MTC Engineering, Inc. (MTC)** is pleased to submit this proposal for the proposed development at the referenced site. The site is located in State of California designated potential liquefaction zone; a minimum of one 50 feet soil boring for liquefaction studies is required. The following scope of work is prepared based upon the proposed development on the architecture plan provided by you and the accessibility of the subject site.

1. SCOPE OF WORK

In order to evaluate the conditions of the onsite earth materials and to provide suitable recommendations for the proposed development, we propose to perform the following work:

- a) Review of pertinent geotechnical (soils) data of the site and site vicinity.
- b) Excavating, drilling, sampling, and logging of 4 borings (2 borings to 12 to 15 feet, 1 boring to 20 feet and 1 boring at 50 feet or refusal) at selected locations.
- c) Laboratory tests including corrosivity test to determine the engineering properties of onsite earth materials.
- d) Engineering analyses and evaluation (seismicity, bearing values, grading, temporary excavation, drainage, etc.)

- e) Preparation of the geotechnical report to present findings, conclusions, and recommendations for the design and construction of the proposed development.

2. PERSONNEL AND TIME FRAME

Key personnel responsible for this project will be soils engineer of MTC and Mark Lai. We are prepared to start the investigations in about 1 to 3 working days after your authorization. The formal reports will be complied about 20 to 22 working days from the completion of the field exploration.

3. COST ESTIMATES AND AUTHORIZATION

Our service fees for the above scope of work are based upon the enclosed **Fee Schedule**. We estimate that the total cost for the proposed geotechnical engineering services will be **\$ 5,715.00** for geotechnical engineering investigation **on time and materials basis**. A breakdown of cost estimate is included as **Appendix A**.

4. CLOSING

We appreciate the request for submitting this proposal. If you wish for us to proceed with these geotechnical engineering services, please sign and return the Agreement Form along with the retainer fee of **\$ 2,857.50** to MTC, and MTC will arrange the services immediately. If you have any questions regarding this proposal, please do not hesitate to contact us.

Very truly yours,
MTC Engineering, Inc.



H. Mark Lai, President

Encl.: **Appendix A, Cost Estimate**
Agreement Form and Exhibit A

APPENDIX A.

COST ESTIMATE

For Geotechnical Engineering Investigation:

1. Site Check and Order Underground Utility Lines Check(Free Services)	\$ 0.0
2. Field Exploration (4 borings to 12 to 50 feet Drill Rig & Field Engineer)	\$ 2,750.00
3. Laboratory Testing (M/D, Particle Analyses, D. Shear, Consol., Corrosivity & EI if needed)	\$ 1,800.00
4. Engineering Analyses (Liquefaction, seismicity, bearing capacity, settlement potential, temporary excavation, etc.)	\$ 1,000.00
5. Liquefaction Studies Report Preparation	\$ 800.00

Total Estimate = \$ 6,350.00

Discounted to = \$ 5,715.00

* A discount of 10% (\$ 635.00) will be applied to your project and approved by Mark Lai, the President.

** The above estimate is prepared on time and materials basis. Additional fees may be required if the cost beyond the scope of work addressed herein.

AGREEMENT FORM

The undersigned hereby retains the services of **MTC Engineering, Inc.** for the following site based upon the following conditions: **Please note:** Site accessibility and site plan with building locations should be provided for the referenced services to avoid any delays in report preparation.

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809 E. Pine Street, Compton, CA 90221

Client: Cy Wu Architects, Inc.

Attn: Mr. Steve Wu, the Architect

18403 Villa Clara Street

Rowland Heights, CA 91748

Tel: (626) 912-3289 E-mail: stevecyw@gmail.com

PROFESSIONAL FEES

Principal Engineers/Geologists	\$ 110.00/hr	Project Engineers/Geologists	\$ 90.00/hr
Staff Engineers/Geologists	\$ 90.00/hr	Field Technicians/Senior	\$ 69.00/hr
Technical Labor	\$ 55.00/hr	Office Services	\$ 50.00/hr
Word Processing	\$ 10.00/page	Report Reproduction	\$ 0.60/page
Drawing Reproduction	Cost plus 10%	Vehicle	\$ 0.65/mile

FURTHER SERVICES (*Note: These services may be necessary after the soils investigation and are not included in the current scope of work.

Field Soils Compaction Test	\$ 69.00/hr.	Engineering Consultation	\$ 110.00/hr
Vehicle	\$ 0.65/mile	Footing Excavation/Subdrain Inspections	\$ 90.00/hr
Compaction Report	\$ 580/report with 40 tests or less, additional \$ 150/30 tests or less		
Modified Proctor Test	\$ 145/test for 4" mold, \$ 175/test for 6" mold.	Plan Check	\$ 200.00

**** Minimum Charge for Each Field Work is 2 hours on site plus traveling time. Fees are based on Time and Materials Basis.** Further requested services will be charged based on attached Professional Fees. **This proposal is not valid if not authorized and executed after 3 months of the preparation date.**

ESTIMATE OF FEES: \$ 5,715.00

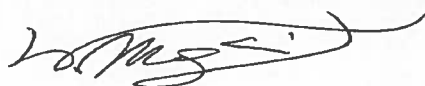
RETAINER: \$ 2,857.50

BILLING:

A retainer of 50 % of the estimated fee is required for the project. The balance will be due upon completion of report and issuance of invoice. Monthly interest of 1.5 % will be accrued if payment is not remitted.

WORK AUTHORIZED BY:

ACCEPTED BY: **MTC Engineering, Inc.**



12-31-18

Signature

Date

Signature, H. Mark Lai

Date

EXHIBIT A - CONDITIONS

RIGHT OF ENTRY

Right-of-entry is hereby granted to the project site of *MTC* to perform the proposed investigation and subsurface exploration. *MTC* will take all reasonable precautions to protect the environment during *MTC*'s field investigation.

The client agrees to indemnify and hold *MTC* harmless from any damage or liability in connection with damages caused by *MTC* or its agents unless such matters are disclosed to *MTC* prior to commencement of work.

PERFORMANCE

Services performed by *MTC* under this signed agreement will be conducted in accordance with current standards of profession. If other geotechnical consultant takes over the project, he needs to reevaluate the whole situation and assume the responsibility and liability for the project as the **geotechnical engineer of record** on the government files while the project owner agrees to change the geotechnical consultant. Any attorney fees arisen accordingly should be the burden of the project owner and geotechnical engineer of record and *MTC* reserves the rights to claim any damages due to mishandling of the project by others. **As agreed by the project owner/representative, to avoid unnecessary lawsuits, a certificate of merit with claims in details certified by a geotechnical/soils engineer with active California license is required for any lawsuit against *MTC*. And the liability from *MTC* will not excess the total fee received by *MTC* from the project.**

The findings of *MTC* will be obtained based on our field exploration, data research and review, engineering and geologic evaluation. The evaluations and recommendations of *MTC* will be prepared in accordance with current standards of practices. The professional opinions will be based on conditions revealed during *MTC*'s investigation.

THIRD PARTY CONSTRUCTION ACTIVITIES

If the scope of services specifies construction-related activities to be carried out by a third party under contract to the Client, the Client agrees that the construction contractor will be required by the Client to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of persons and property. The Client further agrees to defend, indemnify and hold *MTC* harmless from any and all liability in connection with the performance of construction-related services on this project, excepting liability arising directly from the sole professional negligence of *MTC*.

Initial by Client _____

DISPUTES

Any controversy, claim or dispute shall be construed and enforced in accordance with the laws of the State of California. In any legal or arbitration proceedings brought by either party to enforce or interpret any of the terms or conditions of this Agreement, including the collection of any payments due pursuant to this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in defense of the claim, including staff time at current billing rates, court costs, attorneys' fees, and other claim-related expenses. Client agrees to arbitration resolution, if requested by MTC, to save time and court costs. If MTC is requested to respond to any mandatory orders for the production of documents or witnesses on the Client's behalf regarding work performed by MTC, the Client agrees to pay all costs incurred by MTC not reimbursed by others in responding to such order, including staff time at current billing rates and reproduction expenses.

These Terms and Conditions shall be used in combination with a letter proposal and/or other contract document(s); the combined documents shall be the entire agreement and shall supersede any other agreements, written or oral, between the Client and MTC pertaining to such matter. In case of conflict or inconsistency between these Standard Terms and Conditions and any other contract documents, these Standard Terms and Conditions shall control. If any provisions of the separate or combined documents is or becomes legally unenforceable, the document(s) shall remain in effect to the extent permitted by law.

Initial by Client _____