

## PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT made and entered into, by and between West Coast Coating Consultants (WCC) and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

**CLIENT:** Christian Valley Park CSD

**PHONE NUMBER:** 530/878-8050

**ADDRESS:** PO Box 6857  
Auburn, CA 95604

**FAX NUMBER:** \_\_\_\_\_

**PROJECT NUMBER:** \_\_\_\_\_

**SHORT TITLE:** Coating Inspection – Tank

**1. DESCRIPTION OF PROJECT SITE:**

CVP Tank Site

**2. SCOPE OF SERVICES TO BE PROVIDED BY WCC (If additional pages are necessary, attached as scope of work):**

See attached Scope of Work

**3. THE COMPENSATION TO BE PAID WCC for providing the requested services shall be (If additional pages are necessary, they are identified as Attachment B):**

	A Lump-Sum charge of \$ _____, plus out-of-pocket expenses.*
<b>X</b>	Time and Expense not to exceed as identified in Attachment A. Not to Exceed \$18,480 without prior authorization.

**4. IF WCC SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond WCC control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year, if the services under this Agreement are delayed for a period of more than one (1) year from the beginning date (as above provided), the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.**

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions above stated.

**CLIENT: Christian Valley Park CSD**

**West Coast Coating Consultants, Inc.**

SIGNED: \_\_\_\_\_  
(Authorized Representative)

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

5. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus based on Attachment A. Contract is Time and Expense, WCC shall notify client prior to exceeding estimate included in Attachment A.

6. **INVOICE PROCEDURES AND PAYMENT:** WCC shall submit invoices to the Client for work accomplished during each financial month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby WCC will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by WCC as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the client upon receipt.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 45 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum retailed by law after they have been outstanding for over 45 days. WCC reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 60 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

It is understood and agreed that WCC' services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Agreement may be negotiated between the Client and WCC describing the services desired and providing a basis for compensation to WCC.

7. **COST ESTIMATES:** Client hereby acknowledges that WCC cannot warrant that any cost estimates provided by WCC will not vary from actual costs incurred by the Client.
8. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, WCC shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall WCC be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.
9. **INSURANCE:** WCC shall at all times carry Workers' Compensation insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request naming Client as additionally insured. Limits as noted below:

**General Liability:** Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

**Automobile Liability:** Automobile liability insurance for bodily injury, including death and property damage in the amount of \$1,000,000 each occurrence. bodily i

**Professional Liability:** Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by WCC in the amount of \$1,000,000 per

claim and in aggregate.

Workers' Compensation: As prescribed by law.

10. **ASSIGNMENT:** Neither the Client nor WCC will assign or transfer its interest in this Agreement without the written consent of the other.
11. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in Attachment A, or the services of WCC called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client, WCC shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.
12. **ENTIRETY OF AGREEMENT:** This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.
13. **DOCUMENTS:** Any reuse by the client or others of documents and plans that result from WCC' services under this agreement shall be at the Client's or others' sole risk without liability to WCC.
14. **WAIVER:** Any failure by WCC to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and WCC may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
15. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by WCC.
16. **HAZARDOUS WASTE, MATERIALS OR SUBSTANCES:** Unless otherwise specifically provided in this Agreement, WCC shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.
17. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State where the situs of the work is located.
18. **LIMITED COPYRIGHT LICENSE:** WCC grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by WCC as "Reproduction Authorized".



# West Coast Coating Consultants

The Coating Experts

(415)244-6429

[www.westcoastcoatingconsultants.com](http://www.westcoastcoatingconsultants.com)

727 Pomona Ave

Albany, CA 94706

[gregwccc@gmail.com](mailto:gregwccc@gmail.com)

January, 22<sup>nd</sup> 2020

Christian Valley CSD  
POB 6857  
Auburn, CA 95604  
c/o Hydros Engineering

**Subject: Cover Letter: Coating Inspection Services Proposal for the Christian Valley Park CSD Reservoir Replacement Project.**

**Mr. Labbude:**

As you requested, West Coast Coating Consultants (WCCC) is pleased to provide this proposal for as needed coating inspection services for the Christian Valley Park CSD Reservoir Replacement Project.

We hope you find the attached proposal responsive to your needs. WCCC is pleased to provide NACE Certified Coating Inspection Services for the project. We appreciate your careful consideration of our proposal and look forward to a positive evaluation. I will contact you in a few days to confirm receipt of this proposal and answer any of your questions. However, feel free to contact me immediately at 415-244-6429, or e-mail at [gregwccc@gmail.com](mailto:gregwccc@gmail.com) if you require any additional information.

Sincerely,  
West Coast Coating Consultants LLC

Greg Whiting  
President

A handwritten signature in black ink, appearing to be "Greg Whiting", written in a cursive style. The signature is positioned below the typed name and title.

## Statement of Qualifications

West Coast Coating Consultants, LLC has offices in Berkeley California, Northridge California, Portland, Oregon & Olympia Washington. We employ N.A.C.E. Certified Coating Inspectors who have extensive practical experience in the industrial coating industry. Owner, Greg A. Whiting, has over 35 years of experience in the industrial coating industry and 15 years of experience as a NACE Certified Coating Inspector and a Quality Assurance/Quality Control Manager.

West Coast Coating Consultants, LLC's staff includes twelve NACE. Certified Coating Inspectors – some of whom have more than 35 years in the industrial coating Industry and more than 20 years of experience as NACE. Certified Coating Inspectors.

Our Inspectors are experienced and qualified to conduct all tests in the ASTM Protective Coating Inspection Standards Guide. In addition, our Inspectors are excellent communicators who forge effective working relationships with clients and contractors alike.

West Coast Coating Consultants, LLC has been retained on numerous Multi-Million Dollar infrastructure coating consulting & inspection projects such as Bridges, Water Tanks, Navy Ships, Pipelines, Buildings, Nuclear Plants & many other Infrastructure Projects. In addition, since beginning West Coast Coating Consultants, LLC, Mr. Whiting has been retained as a consultant for failure analyses, and as an expert witness.

West Coast Coating Consultants, LLC's objective is to ensure that our clients receive the highest quality product and service from the coating contractors. To that end, West Coast Coating Consultants president Greg Whiting has a long successful history with over 35 years in the industrial coating industry.

Respectfully: President Greg A Whiting

West Coast Coating Consultants has a perfect safety record for 15 years of service!

## Scope of services:

1. Pre-Surface Preparation. Surfaces to be prepared are inspected to assure that grease and oil, sharp edges, and weld spatter are removed.
2. Protective Coverings. Any protective coverings are examined to assure placement that will prevent contamination of surfaces not to be subjected to overblast or overspray.
3. Ambient Conditions. Air and surface temperatures, relative humidity, and the dew point are monitored to assure that the work is done under proper weather conditions.
4. Compressed Air Cleanliness. Operations requiring such as blast cleaning, conventional spray application, and air for blow down are checked to assure that the air is free of moisture and oil contamination.
5. Surface Preparation. Abrasive equipment used for surface preparation is examined for adequacy to do the work. Proper storage and size of abrasives is verified, recycled abrasives are tested for contamination, proper degree of cleaning and surface profile is confirmed. Areas of insufficient or inadequate surface preparation are marked for repair and rework prior to the application of coatings.
6. Coating Mixing. Mixing of coatings is observed to document that the specified material is used, and that multiple components are used within the allowable pot and shelf lives. All batch and lot numbers are documented for tracking purposes.
7. Coating Application. Application equipment is examined for cleanliness and adequacy to perform the work. Application techniques are observed and documented to ensure that coverage is obtained without detrimental runs, sags, pinholes or other deficiencies. Spot wet film thickness readings are taken to ensure that the correct amount of material is used.
8. Dry Film Thickness. Dry film thickness of individual coats is measured and documented to ensure that it complies with the specification requirements and manufacturer's instructions. All dry film thickness surveys are measured according to SSPC-PA2 Standard.

9. Inter Coat Cleanliness. The integrity and cleanliness of each coat is examined prior to application of the next. This includes determination that the surfaces are free from oil/grease, dry spray, overspray, or other detrimental contamination.
10. Recoat Times. The time between coats can be critical for certain materials. The minimum and maximum recoat times are observed and recorded, and required conditioning agents or roughening between coats are verified to have been accomplished.
11. Final Inspection. The entire coating system is examined until a quality product Has been achieved. Final inspection operations include visual appearance, cure assessment and holiday detection.
12. Holiday Testing. Following adequate cure of the lining system, hi voltage holiday testing is conducted to assure that a void and pinhole free, continuous lining has been achieved.
13. Documentation. **Detailed Daily Reports will be included in a PDF file with digital photographs and mailed electronically to the Project Engineer and client on a daily basis to keep them apprised of daily progress.** The general progress of the initial field work will be thoroughly documented in Daily Inspection Reports that, among other things, will contain a record of the quality control items listed above.
14. Additional Services. Any additional services can and will be provided if such services are deemed necessary for a successful completion of the project.



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### **WCCC Coating Inspection Estimate is for the Christian Valley Park Reservoir Replacement Project:**

1/22/2020

Estimated inspection budget is based on previous projects of similar size and scope. Estimate is for 22 days of onsite inspection per reservoir working 22/8 Hour shifts. Any overtime cost that may be associated with the project is not included in the estimate.

Straight time hourly rate \$105.00 per hour.

Overtime hourly rate \$130.00 per hour.

Double time hourly rate Sundays/Holidays \$155.00 per hour.

8 Hour daily minimum.

Estimated cost proposal:

176 – Straight time hours @ \$105.00 per hour = \$18,480.00

Total Inspection Estimate = \$18,480.00

**Respectfully: President Greg A Whiting**

A handwritten signature in black ink, appearing to read "Greg A Whiting", is written over a large, faint, circular watermark or stamp.

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