



Date: October 12, 2023
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Approval to perform a Geotechnical Engineering Study in the area along the Arlington South of 61 Arlington Ave.

Recommendation

Consider proposals to perform a Geotechnical Engineering Study in the area along the Arlington South of 61 Arlington Avenue and approve a proposal to move forward with this work.

Background

As we all know, earthquake faults and slide areas are located throughout Kensington. As we look at various options for a police building, it is imperative that a determination be made regarding the stability of any area a building may be placed.

The District owns the property south of the library, and it is very important that a study be done on the stability of that property if any further discussion is going to take place on utilizing that property for future police building or any other development that may take place in that location.

Please find attached two proposals for accomplishing this work.

Exhibits

- California Engineering Company Proposal
- Alan Kropp Proposal



California Engineering Co.

CEICO

STATE OF THE ART ENGINEERING, Berkeley, CA, USA
 903 Ventura Avenue, Berkeley, CA 94707
 Http://California-Engineering.com Http://CalEngineering.com
 Email: info@CalEngineering.com Mobile (510)282-5510 / 717-1417, Office (510)525-1494
 Civil, Structural, Geotechnical Foundation and Mechanical Engineering, CE20859, GE464, ME31430

October 03, 2023

Mr. David Aranda
 Interim General Manager
 Kensington Police Protection & Community Services District
 Email: daranda@kppcsd.org

PROPOSAL

Re: Proposal for Soil Report / Geotechnical Engineering Services for
 Kensington Police Building Near 61 Arlington Ave., Kensington, CA

Dear David Aranda

This constitutes our proposal for geotechnical field investigation and Soil Report. Our firm will be able to perform site drilling, sampling, investigation, lab work and soil report delivered within two weeks from the date of signed and emailed proposal to us. The best drilling date is within one week and delivery of Soil Report within two weeks.

- (1) Field investigations including surface visual inspection and preliminary exploratory surface boring & sampling of 2 bore holes. Extraction of samples for soil classification and laboratory work.
- (2) Laboratory testing to access engineering properties of samples.
- (3) Review, compilation and interpretation of available seismic, hydrologic and geologic literature and maps pertinent to the site. Review records & investigation of the site at the City's Building Department.
- (4) Recommendation for drainage, water table and soil properties.
- (5) Recommendation for appropriate foundation types and depths, including supporting capacities for design. Compilation of seismic factors for earthquake design in conformance with CBC 2019/2021
- (6) An engineering analysis for the amount of settlements for the proposed structures.
- (7) Liquefaction Potential
- (8) Seismic analysis and Induced Settlement
- (9) Landslide research and analysis
- (10) Expansive and Corrosive soils
- (11) Development of recommendation for design and construction.
- (12) Preparation of a geotechnical engineering soil report

Our investigation will be conducted in conformance with ASTM (American Standards of Testing Materials) Standards, ASCE (American Society of Civil Engineers) Manuals, and the California Building Codes CBC 2019/2021

Background Data and Preliminary Conclusions

The soil report is for a new building 3000 Sq. Ft. in one or two stories for Kensington Police offices. This is a new development on undeveloped land.

Performance and Fees

Drilling and sampling is time dependent and varies due to unknown depth of hard soil strata at this time. The cost will be between in the ranges indicated and summarized below.

(\$6900 if hard soil is found at the depth of 5', and \$9700 for 10' depth. For depth between 5' and 10' it is calculated arithmetically, and beyond 10' price is fixed for 10' depth.(if we have to drill deeper to reach the hard soil strata / bedrock). (Our method of soil sampling is the SPT standard penetration test, that detects early, hard/dense soil strata per 6" controlled penetration increments, a continuous drilling advancement, making it more economical for the client by minimizing drilling time and earlier detection of hard/dense soil strata leading to lower sampling time cost-saving to Client as shown in the range of costs. This SPT is the most effective and wider used by State Registered Geotechnical Foundation Engineering Professionals. SPT was generated at the University of Illinois by Professors Terzaghi - Peck (fathers of Soil Mechanics) and further tuned up at UC Berkeley. We are proud for having attended both great Universities.)

A- Cost of Initial Geotechnical Engineering Soil Report

- Drilling of 2 bore holes, sampling and accessibility	\$3200- \$4400
- Lab work	\$600 - \$1000
- Soil Report and onsite drilling monitoring	\$3100- \$4300
Estimated Total cost	<u>\$6900- \$9700</u>

Most the sites in your area, the firm soil strata/ bedrock yield to an average total cost near \$7000, but for your site it can be less or more, it is not easy to predict in advance the depth of soil bedrock. We will do our best to optimize your cost at the lowest amount possible during the drilling operation. Additional boring cost between \$300 and \$600 depending on depth.

B- Cost of Geotechnical Engineering Consulting and Inspections Services

Office and Onsite field professional engineering services will be available providing it is expressly requested by Owner / Contractor, and agreed by our company to perform such additional work.

- All charges have to be pre approved before work incurs.

1) Design Phase: initial drawing review, initial coordination with Architect, Civil and Structural engineers for City's/County's permit submittal. Drawings and seismic calculation review rate is between \$600 - \$950 including wet stamped conformance letter to City/County.

2) Construction Phase: site earthwork excavation, drilling, compaction, drainage, concrete forming/casting, other inspections and coordination with City's/County's.

- Wet stamped certification / conformance letters are billed at the rate of \$350 each

- Site visits inspection rate is \$500 each for the Oakland/Berkeley/El Cerrito areas & \$600-\$700 beyond.

- "Special Inspections Final Report" per City's/County's requirement are billed at the rates stated above

Payments for section "B" will be based on the progress of work completed.

Optional lump sum rate of \$8000 is available for section "B" above, in lieu of the itemized progress billing. This option can be selected following the completion of section "A" and billed in two equal parts at the start of "B1" & "B2".

We anticipate that the soil report can be completed in one week after drilling is performed. Payment for our investigation shall consist of an initial retainer check of \$3500 with the signed authorization and the balance upon submittal of the report in one original wet stamped signed copy and one PDF. The initial retainer payment of \$3500 shall be made to: Cal Engineering Co. A signed copy of this proposal must be sent to us in order to place your project on the driller priority list.

Attached is a preliminary geotechnical study performed for the site for your information. This proposal is valid for 10 business days and when signed, it become a binding Contract for the work stated above. Payment can also be made through PayPal, Zelle and Venmo.

Very Truly Yours,

Mike Khoury, P.E.

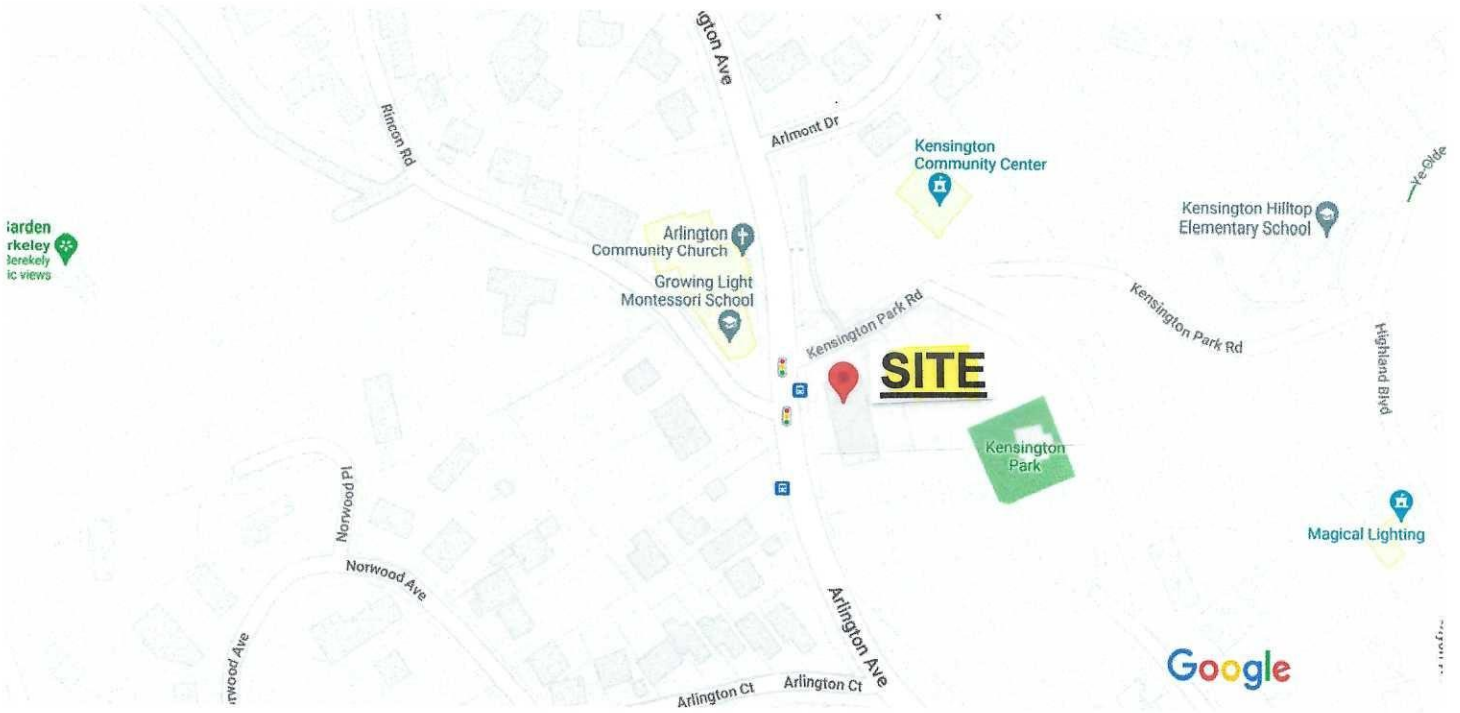
Senior Geotechnical Foundation Engineer, G.E. #464



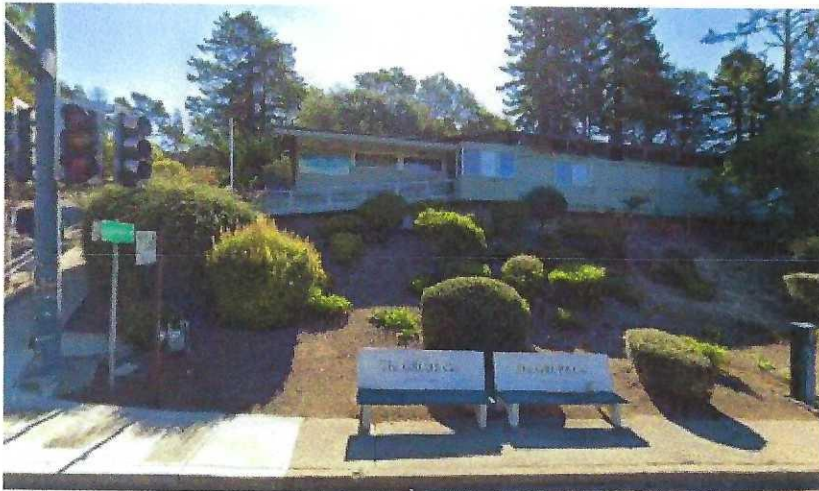
Authorized by: _____

Date: _____

Google Maps 61 Arlington Ave



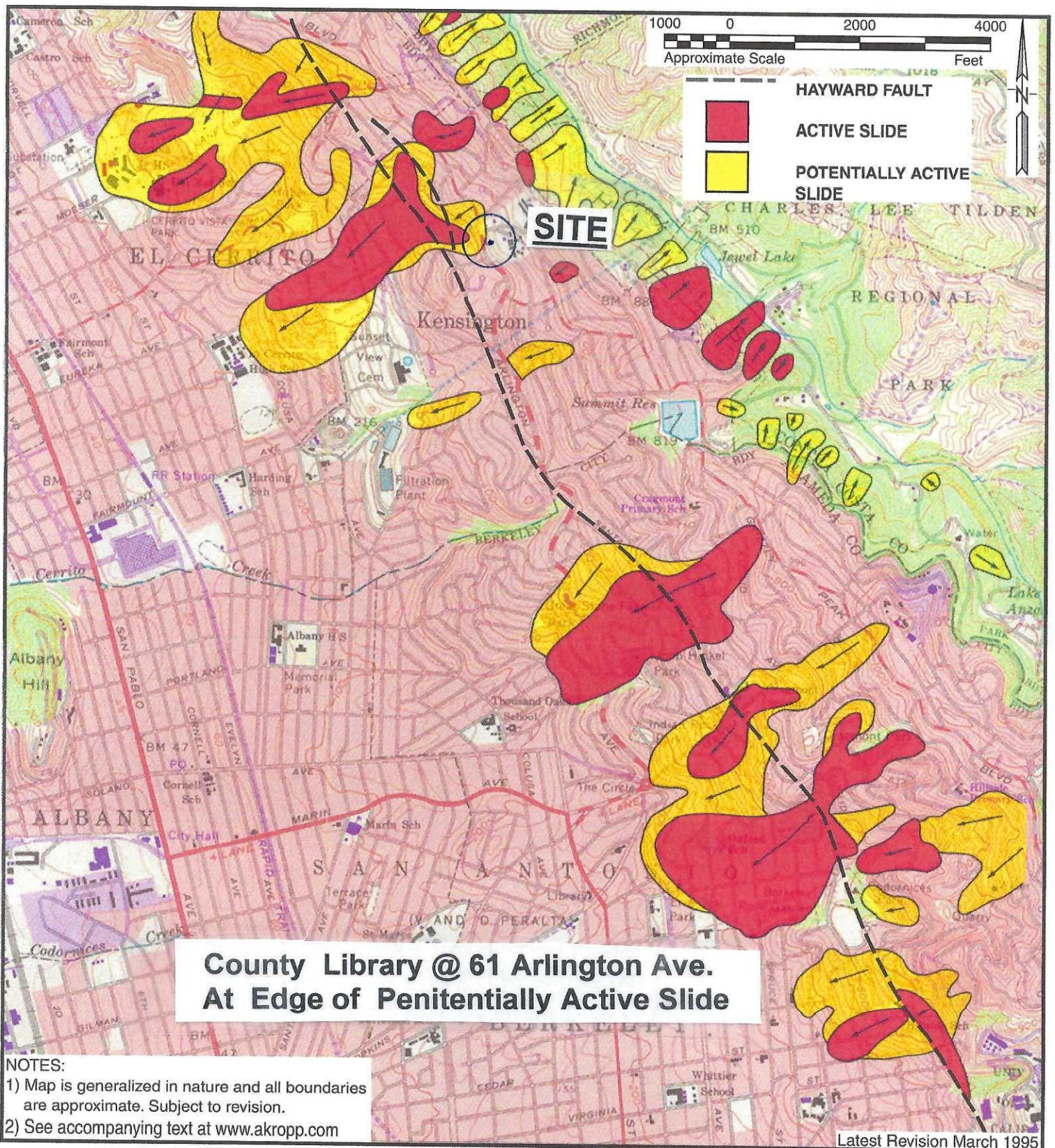
Map data ©2023 Google 100 ft



61 Arlington Ave
Building

County Library @ 61 Arlington Ave.

LANDSLIDES OF THE BERKELEY HILLS



ALAN KROPP & ASSOCIATES, INC.
Geotechnical Consultants

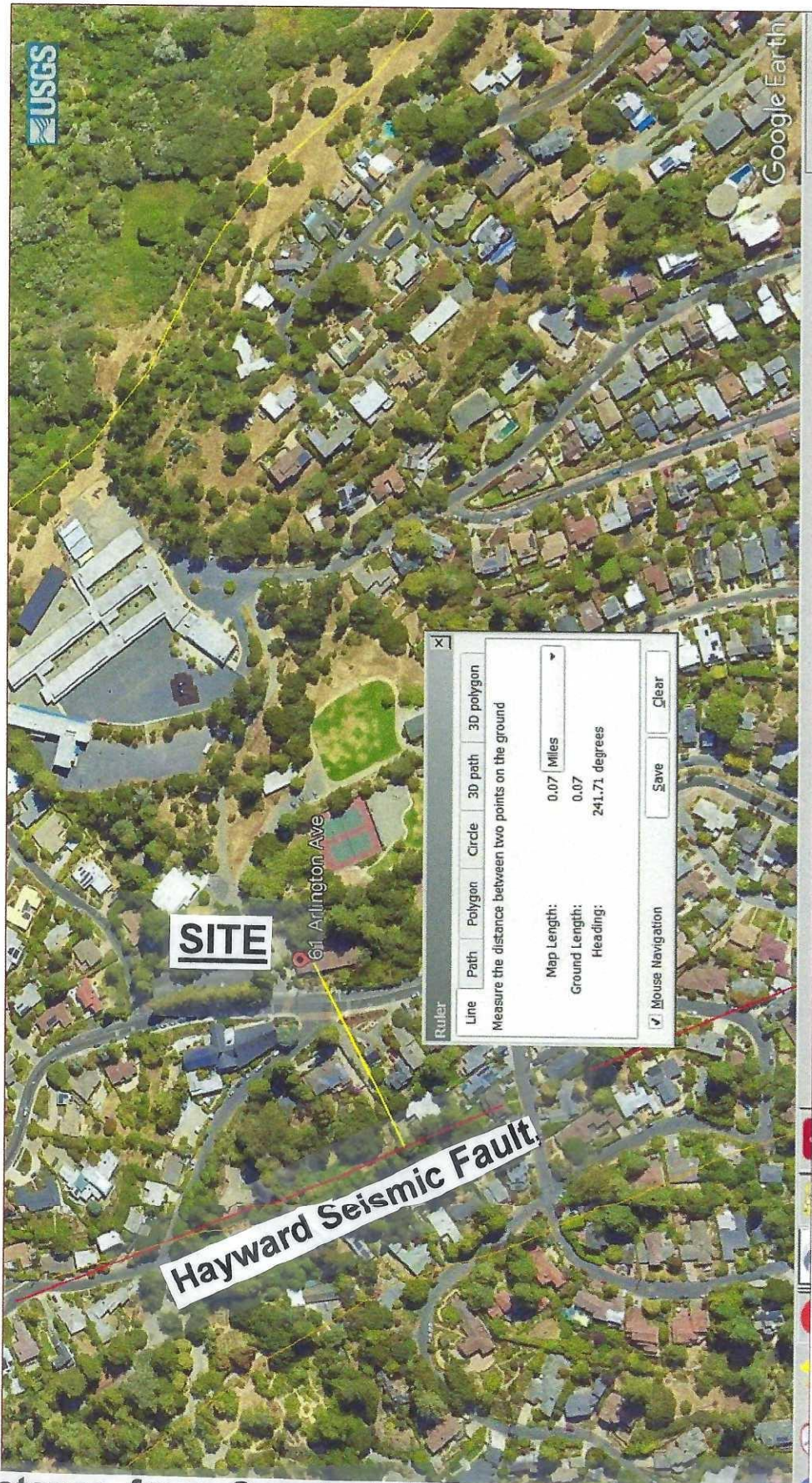
2140 Shattuck Avenue, Berkeley, CA 94704
(510) 841-5095



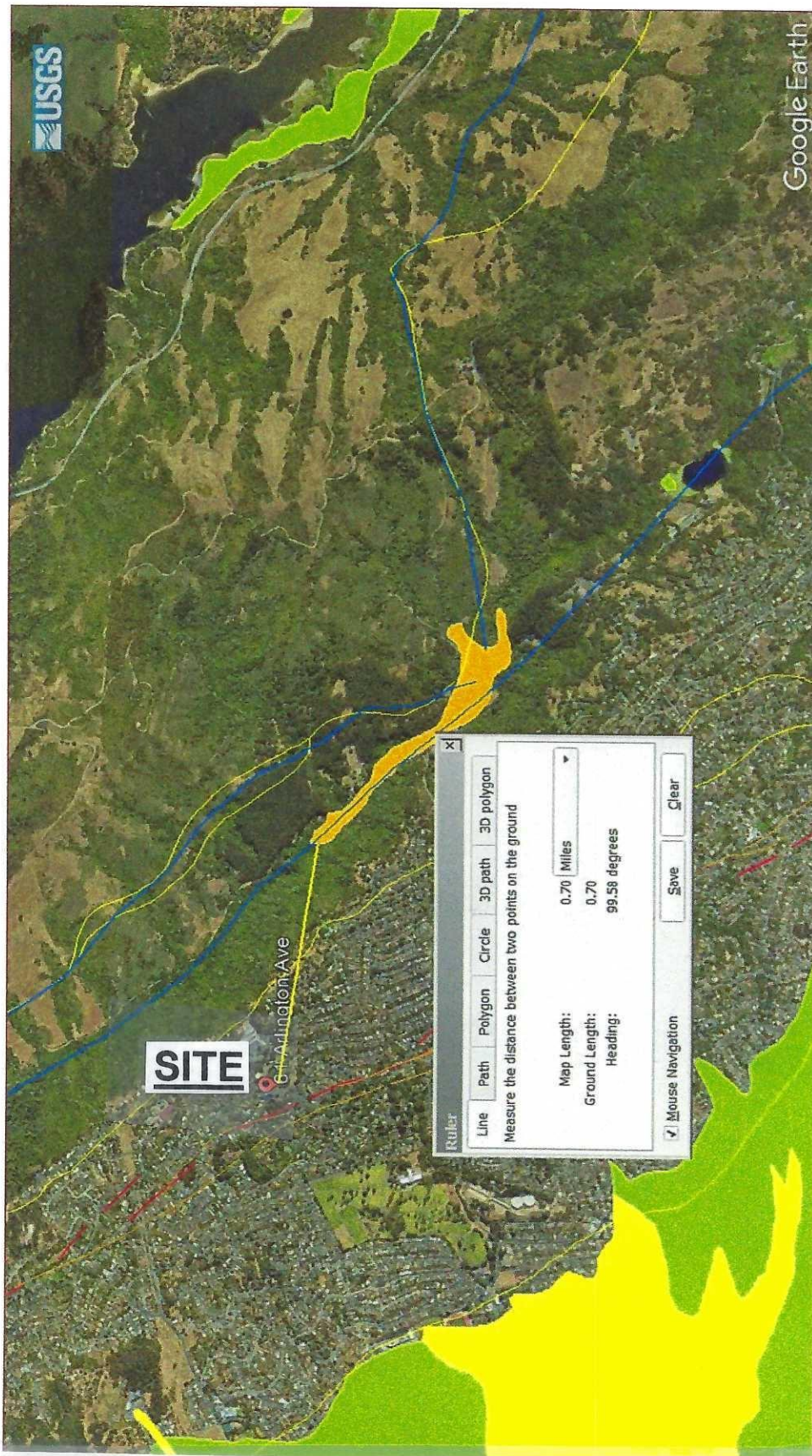


**Distance from County Library @ 61 Arlington Ave.
To Start of Active Slide @ 100 Rincon Rd., 0.06 Miles**





**Distance from County Library @ 61 Arlington Ave.
To Hayward Seismic Fault, 0.07 Miles**



**Distance from County Library @ 61 Arlington Ave.
To High Penitentially Liquefaction Area, 0.70 Miles**



ALAN KROPP
& ASSOCIATES, INC.

GEOTECHNICAL
CONSULTANTS

ALAN KROPP, CE, GE
JAMES R. LOTT, CE, GE
JERDEN VAN DEN BERG, CE
THOMAS M. BRENCIC, CE

October 10, 2023
P-9279, L-33184

David Aranda
Kensington Police Protection & Community Services District
217 Arlington Avenue
Kensington, CA 94707

RE: Initial Geotechnical/Geological Studies
Police Department Building Site
Kensington, California

Dear Mr. Aranda:

This letter presents our proposal to perform initial geotechnical/geologic studies for a possible new Kensington Police Protection & Community Services District (KPPCSD) facility. The property under consideration for this project is a large, vacant parcel along the east side of Arlington Avenue, immediately south of the Kensington Library. The property slopes downhill to the west, toward Arlington Avenue. No conceptual plans for the site have been developed, but the facility will likely include a main building (with perhaps 3,000 square feet of floor space), parking for 10 to 12 vehicles, and an access driveway from Arlington Avenue.

The site is located within the Alquist-Priolo Earthquake Fault Zone (APEFZ) established by the State of California around the Hayward fault. In addition, landslides have been mapped in areas northwest and southwest of the site. To provide an initial indication of the viability of the site from a geotechnical/geologic hazards standpoint, we propose to perform an assessment based on data which currently exists. Subsurface exploration would be performed during a future phase of investigation if the proceed proceeds beyond the initial studies, and is not included in the cost of initial work.

PURPOSE AND SCOPE OF WORK

The purpose of our services in this initial study would be to assess whether the site looks viable for the proposed development from a geotechnical/geologic hazards standpoint.

Our scope of work would include:

- Reviewing key relevant published geologic maps and reports;
- Reviewing available consultant reports for the immediate area;
- Performing a reconnaissance of the site and vicinity to observe current site conditions and possible evidence of obvious geologic concerns;

- Compiling and reviewing the collected data; and
- Preparation of an initial geotechnical/geologic study report presenting our analyses and including our conclusions regarding the viability of the site for the proposed development from a geotechnical/geologic hazards standpoint. In order to reduce paper waste, our report will be submitted to you in an electronic PDF format only, unless we receive a specific request from you for print copies.

PROJECT COST

We would perform this initial study in accordance with the attached schedule of charges. Our cost for this job would be a lump sum of \$5,900.

SCHEDULE

We estimate that the study can be completed within about four weeks of authorization.

FUTURE CHARGES

Please note that our scope does not include any meetings during or following our initial study. Although we would be pleased to attend meetings, time spent at the meetings would be billed in addition to our lump sum cost.

Also, as noted above, detailed subsurface exploration and other elements of study would be needed if the project proceeds beyond this initial phase. The cost for that work can be provided after conceptual development plans have been prepared.

LIMITATIONS

This firm's services would be performed in accordance with generally accepted geological and geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

AUTHORIZATION TO PROCEED

If the scope and cost of this proposal are acceptable to you, please indicate your authorization to proceed by returning one signed copy of this letter to our office.

Thank you for considering our firm. If you have any questions, please call us.

Very truly yours,



Alan Kropp, G.E.
Principal Engineer

AK/jc

Copies: Addressee (PDF) – daranda@kppcsd.org

Attachment: Schedule of Charges and Terms

Any modifications or additions to this proposal must be countersigned by a representative from Alan Kropp & Associates, Inc., to be considered valid.

I have read and agree to the provisions contained in both the proposal and the attached Schedule of Charges and Terms:

Approved by _____ Title _____ Date _____

P-9279 Kensington Police - Vacant Lot Initial Study

ALAN KROPP & ASSOCIATES, INC.
STANDARD SCHEDULE OF CHARGES AND TERMS
FOR 2023 (Effective January 1, 2023)

CHARGES

Lump Sum Agreement: If Alan Kropp and Associates, Inc. (hereafter designated AKA) services are performed for a lump sum fee, the Client agrees to pay the lump sum fee stated in the proposal letter.

Time and Materials Agreement: If AKA services are performed on a time-and-materials basis, the Client agrees to pay AKA in accordance with the following schedule of charges:

<u>Personnel</u>		<u>Equipment*</u>	
Principal Engineer	\$325/hour	All Vehicles	\$0.70/mile
Principal Geologist	\$255/hour	Nuclear Gauge Testing	\$15.00/test
Associate Engineer	\$260/hour	Slope Inclinometer Probe	\$150/½-day
Senior Engineer	\$235/hour		\$200/full day
Senior Geologist	\$230/hour	Electronic Manometer	\$100/day
Project Engineer II	\$190/hour		
Project Engineer I	\$175/hour	<u>Laboratory Testing**</u>	
Project Geologist	\$165/hour	Moisture Content (ASTM D 2216)	\$45.00
Staff Engineer II	\$155/hour	Moisture and Density (ASTM D 2937)	\$60.00
Staff Engineer I	\$145/hour	Sieve w/Percent Passing #200 (ASTM D 422)	\$155.00
Staff Geologist	\$145/hour	Sieve w/Hydrometer (ASTM D 422)	\$260.00
Junior Engineer	\$125/hour	Percent Passing #200 Wash (ASTM D 1140)	\$110.00
Senior Engineer Tech	\$155/hour	Plastic and Liquid (Atterberg) Limits	
Engineering Technician	\$135/hour	(ASTM D 4318, Method B)	\$240.00
Engineering Assistant	\$115/hour	Unconfined Compression (ASTM D 2166)	\$125.00
CAD/GIS Specialist	\$145/hour	Modified Proctor Compaction – 4” Mold	
Technical Illustration	\$120/hour	(ASTM D 1557)	\$335.00
Word/Data Processing	\$100/hour	Modified Proctor Compaction – 6” Mold	
		(ASTM D 1557)	\$415.00
		Modified Proctor Compaction Check Point	
		(ASTM D 1557)	\$150.00
<u>Depositions, Arbitrations, Mediations, and Court Appearances</u>			
Principal Engineer	\$625/hour		
Associate Engineer	\$505/hour		

AKA Library Charges

Aerial Photographs	\$75/pair
Historical Consultant Data	\$150/report

*Charges for other equipment can be quoted at time of usage.

**Additional testing may be provided by independent laboratory and will be billed at cost plus 15 percent.

These rates will be charged for work performed during this current year. Work continuing into the following year or years will be charged at the new year's rate or rates. Work required over eight hours on a weekday or on a Saturday will be billed at 1.5 times the rates shown above. On our invoice, this will be accommodated by increasing the amount of hours worked by 50%. Work required on Sundays or holidays will be billed at 2.0 times the rates shown above. On our invoice, this will be accommodated by increasing the amount of hours worked by 100%. Services will be charged in ¼-hour increments, with time rounded upward to the nearest ¼ hour. There will be a minimum charge of ½-hour engineering assistant time, as well as a minimum charge of ½-hour engineering time, to set up each job. Project related charges incurred prior to contract authorization are customarily incorporated into total project charges upon contract authorization. Any time spent out of the office is charged on a portal-to-portal basis, including mileage.

Miscellaneous Charges: Drilling and backhoe services, special and consultant fees, permits, bridge tolls, insurance, fares, telegrams, shipping, special equipment rental, printing, reproduction, and other similar project-related costs are billed at cost plus 15 percent.

COOPERATION AND PROJECT UNDERSTANDING

Client will make available to AKA all information regarding past, existing, and proposed conditions of the site. The information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data including borings, field or laboratory tests, and written reports.

Client will immediately transmit to AKA any new information that becomes available or any change in plans.

AKA shall not be liable for any incorrect advice, judgment, or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants, and Client will indemnify AKA against claims, demands, or liability arising out of or contributed to by such information.

No warranty of any kind whatsoever, expressed or implied, is made or intended in connection with the work to be performed by AKA or by the proposal for consulting or other services or by the furnishing of oral or written reports or findings made by AKA. No guarantee is given that reviewing bodies will grant project approval based on the work performed by AKA. If additional studies are required by such reviewers, Client will have the option of requesting the additional work be performed by AKA at additional cost or that no further work be performed by AKA and all outstanding invoices be paid.

PROJECT SITE

Client shall grant free access to the site for all necessary equipment and personnel. The Client shall notify any and all possessors of the project site, that Client has granted AKA free access to the project site. The acquisition of, and the payment for, any necessary permits, easements or other site approvals shall be the responsibility of the Client.

Client shall take reasonable steps to see that the property is protected, on and off site. AKA will not be responsible for damage to lawns, shrubs, landscapes, walks, or sprinkler systems, caused by movement of earth or equipment unless a specific agreement is made to the contrary.

Client shall locate for AKA and shall assume responsibility for the accuracy of his representations as to the locations of all known underground utilities and installations. AKA will not be responsible for damage to any such utilities or underground facilities, the locations of which were not known or accurately disclosed by Client. Client agrees to defend, indemnify and hold AKA harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. Any such damage may, at AKA's option, be repaired by AKA and billed at cost to Client.

AKA shall backfill all borings or excavations on completion of their work unless monitoring of groundwater depth is appropriate. Settlement of the backfill may occur and the Client shall fill holes as required.

SAMPLES

AKA will retain all soil and rock samples for 30 days after the issuance of the report or notification to terminate work. If Client desires extended storage, the Client shall notify AKA prior to the expiration of this period. Extended storage or transfer will be at Client's expense.

SAFETY

AKA will not be responsible for the general safety on the site or the work of contractors and third parties.

INVOICES

AKA will submit invoices to client monthly, at other intervals appropriate to the project, or upon completion of services at the option of AKA. Our fees will be billed using an invoice format produced by a standardized accounting software package. Invoices will show hours, rate, and total charges broken down by personnel for services rendered during the billing period. A more detailed separation of charges and backup data will be provided upon Client's requests, but at additional costs.

Requests for a basic description of services performed will be provided at a minimum charge of \$25.00 per invoice. A basic description will categorize the work performed on each day, i.e. site visit, phone call, meeting. Requests for more specific descriptions of services performed will be provided at our normal hourly rate shown on this Schedule of Charges and Terms.

BILLING AND PAYMENT

Invoices will be submitted to Client by AKA, and will be due and payable upon presentation. If Client objects to all or any portion of any invoice, Client will so notify AKA in writing within fourteen calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty days from date of invoice. Client will pay an additional charge of one and one-half percent per month on any delinquent amount, except any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to AKA per AKA's current fee schedules. In the event Client fails to pay AKA within sixty days after invoices are rendered, Client agrees that AKA will have the right to consider the failure to pay AKA's invoice as a breach of this AGREEMENT.

OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by AKA, as instruments of service, shall remain the property of AKA. AKA will retain all pertinent records relating to the services performed for a period of 5 years following submission of the report. Client shall notify AKA promptly if a longer retention time is required (as for FEMA or Federal Government reimbursements).

DISPUTES

In the event that Client makes a claim, at law or otherwise, against AKA for any alleged error, omission, or other acts arising out of performance of the professional services of AKA, and Client fails to prove such claim upon final adjudication, then Client shall pay all costs incurred by AKA in defending themselves against the claim, including, but not limited to, personnel-related costs, attorney's fees, court costs, and all other claim-related expenses. All disputes, claims, and other matters in controversy between Client and AKA arising out of or in any way related to this AGREEMENT will be submitted to alternative dispute resolution such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect and are binding on AKA and Client.

STANDARD OF CARE

Services performed by AKA under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in the same locality. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by AKA and that the data, interpretations and recommendations of AKA are based solely on the information available. AKA will be responsible for the reasonable development of those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

LIMITATION OF LIABILITY

In order for client to obtain a lower fee from AKA, among other benefits, and in order for AKA to reduce its residual risk created by providing services to client, client and AKA agree that, to the fullest extent permitted by law, AKA's total aggregate liability to client is limited to \$50,000 or the fee, whichever is higher, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, AKA's negligence, errors, omissions, breach of contract, breach of warranty, strict liability, negligent misrepresentation, statutory liability, or other acts giving rise to liability based upon contract, tort, or statute. Client understands that dollar limits higher than \$50,000 are available, and that AKA might be willing to waive the limitation of liability altogether. (If client wishes to discuss other limits or the possibility of waiving this provision, and the resulting impact on AKA's retained risk and fee, client shall so notify AKA in writing. If client fails to issue such notification prior to accepting this AGREEMENT, through signature or, without signature, by orally or in writing authorizing AKA to commence services, client shall be deemed to have accepted the limit of \$50,000 or the fee, whichever is higher.) This provision takes precedence over any conflicting provisions of this AGREEMENT.

INSURANCE

AKA represents and warrants that it maintains workers' compensation, commercial general liability, automobile liability, and professional liability insurance policies. Certificates for all such policies of insurance shall be provided to client upon request in writing. Listings as additional insured on any of our policies will be charged to the client at a fee of \$125 for each occurrence. AKA shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. AKA shall not be responsible for any loss, damage, or liability arising from any negligent acts by Client, its contractors, agents, staff, and other consultants employed by it.

INDIVIDUAL RESPONSIBILITY

The individual or individuals who sign this Contract on behalf of Client guarantee that Client will perform its duties under the Contract. The individual or individuals so signing this Contract warrant that they are duly authorized agents of the Client.

TERMINATION OF AGREEMENT

In the event that either party desires to terminate this Contract prior to completion of AKA's work on the project, written notification of such intention to terminate must be tendered to the other party. In the event that Client notifies AKA of such intention to terminate AKA's services prior to completion, AKA reserves the right to complete such analysis and records as are necessary to place files in order, to dispose of samples, put equipment in order, and (where considered necessary to protect AKA's professional reputation) to complete a report on the work performed to date. In the event that AKA incurs cost in Client's termination of this AGREEMENT, a termination charge to cover such cost shall be paid by Client. In the absence of a notification of termination, this AGREEMENT shall continue in full force and effect until such time as AKA has completed its services.

BANKRUPTCY

If Client or AKA should become bankrupt or make an assignment for the benefit of creditors, AKA, or its trustee in bankruptcy, shall be paid the reasonable value of all work theretofore performed, and the obligations of all parties under this Contract shall thereupon terminate. In determining reasonable value under this paragraph, the Contract price shall be deemed reasonable.

DELAY

AKA will be excused for any delay in completion of the Contract caused by acts of God, acts of Client or Client's agent, inclement weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of Client to make payments promptly, or other contingencies, unforeseen by AKA and beyond the reasonable control of AKA. Additional costs incurred by AKA as a result of a delay caused by factors beyond the control of AKA shall be paid by Client, even if they exceed previously agreed-upon charges.

ASSIGNMENTS

Neither the Client nor AKA may delegate, assign, sublet, or transfer his duties or interest in this AGREEMENT without the written consent of the other party.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client warrants that a reasonable effort to inform AKA of known or suspected hazardous materials on or near the project site has been made.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. AKA and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. AKA and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for AKA to take immediate measures to protect health and safety. Client agrees to compensate AKA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

AKA agrees to notify Client when unanticipated hazardous materials or suspected materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold AKA harmless for any and all consequences of disclosures made by AKA, which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, Client waives any claim against AKA, and to the maximum extent permitted by law, agrees to defend, indemnify, and save AKA harmless from any claim, liability, and/or defense costs for injury or loss arising from AKA's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value.

Client will be responsible for ultimate disposal of any samples secured by AKA, which are found to be contaminated.