INFORMATION SHEET 02/21/17 TRUSTEES' MEETING

ATTACHMENT: 4.4

TO: Jim Bridges

FOR: Board of Trustees

FR: Mindy Maxedon

ISSUE: Wallace Kuhl – Proposal for Preparation of Preliminary Environmental Assessment Work Plan – Ellis Site

Wallace Kuhl will be coordinating the Workplan implementation for the Ellis School site. The fee estimate for these services is $59,300. The summary of fee estimate is on page 6 of the proposal.

These expenses will be paid from funds fronted by the Ellis Site developer deposited in Fund 25, Developer Fees.

Wallace Kuhl & Associates

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February 13, 2017

Mr. James W. Bridges, Ed.D.
Superintendent
Jefferson School District
1219 Whispering Wind
Tracy, California 95377

Proposal for Preliminary Environmental Assessment Workplan Implementation
ELLIS SITE – PROPOSED ELEMENTARY SCHOOL SITE
Tracy, California
WKA Proposal No. 3PR17032

Dear Mr. Bridges:

Wallace-Kuhl & Associates (WKA) is pleased to submit this proposal to implement the scope of work described in WKA's *Revised Preliminary Environmental Assessment Workplan* (PEA Workplan) *for Ellis Site – Proposed Elementary School,* dated December 20, 2016. The Ellis Site – Proposed Elementary School Site (Site) is located along Corral Hollow Road in Tracy, California. The Revised Preliminary Environmental Assessment Workplan (PEA Workplan) was approved by the Department of Toxic Substances Control (DTSC) in a memorandum, dated January 18, 2017.

The objective of the PEA is to evaluate Site soils and soil gas for evidence of a release of chemicals of potential concern (COPCs) and provide a professional opinion as to whether reported COPCs pose an unacceptable health risk to human health or the environment. The COPCs in Site soil and soil gas associated with the former agricultural land uses (irrigated row crops and almond orchard), agricultural run-off drainage into the detention basin, and the former Shell crude oil pipeline are listed below.

- Organochlorine pesticides (OCPs)
- Total arsenic
- Total lead
- Five waste oil metals
- Total petroleum hydrocarbons (TPH) C6-C44 range
- Polycyclic aromatic hydrocarbons (PAHs)
- Volatile organic compounds (VOCs)
- CAM 17 metals

Background

The Site is located adjacent to the east of the Landmark at Ellis development along Corral Hollow Road in Tracy, California. The Site consists of 16 acres of land located on two parcels identified by San Joaquin County Assessor's Parcel Numbers: 240-140-16 and -22. Historical records indicate that the Site supported dry-farm crops from at least 1937 to at least 1949, irrigated row crops from at least 1957 to at least 1975, an almond orchard from at least 1982 to at least 2009, cleared land in 2012, and was planted with a tomato crop in 2014.

A 1949 aerial photograph revealed two linear disturbances, one that transects the southwestern portion of the Site and one that is located 0.19 miles southwest of the Site. Both disturbances were oriented southeast to northwest. The disturbance that transected the southwestern portion of the Site was the location of a former Shell pipeline. The second disturbance located southwest of the Site is an existing easement that contained two natural gas lines and one crude oil pipeline.

Additional details are provided in the Revised PEA Workplan.

Scope of Services

WKA utilized the DTSC's *Interim Guidance for Sampling Agricultural Properties* (Third Revision), dated August 7, 2008, DTSC's *Preliminary Endangerment Assessment Guidance Manual*, dated January 1994 (Revised October 2015), and DTSC's Advisory for Clean Imported Fill Material dated October 2001 to guide selection of the number of soil sample locations and the potential contaminants appropriate for evaluating shallow soil at the Site. WKA staff will also utilize the Department of Toxic Substances Control, Los Angeles Regional Water Quality Control Board, San Francisco Regional Water Quality Control Board, *Advisory Active Soil Gas investigations*, dated July 2015, and DTSC's *Guidance Document for the Implementation of United States Environmental Protection Agency Method 5035: Methodologies for Collection, Preservation, Storage, and Preparation of Soils to be Analyzed for Volatile Organic Compounds*, dated November 2004, to guide the number of soil gas well installation and sampling methodology and protocol selection of the number of soil gas sample locations and the potential contaminants appropriate for evaluating soil gas at the Site.

The scope of services to implement the PEA are listed below.

- Obtain all necessary permits and approvals prior to the implementation of field sampling activities
- Mark each selected soil sample location using white paint/flagging and contact Underground Service Alert (USA) a minimum of 48 hours before beginning field activities. Additionally, WKA will contact Equilon Enterprises, LLC dba Shell Oil Products prior to implementing field work in the vicinity of the former Shell Oil

pipelines to give notice of the scheduled field activities and to obtain any specific instructions

- Utilize Global Information System software to divide the 16-acre Site that was formerly occupied by irrigated row crops and an almond orchard into 26 equally sized sections. The Global Information System software will also be used to locate the proposed test pit excavations, soil gas sampling probes, soil samples collected from the soil stockpile and those collected from the bottom of the detention basin
- Collect soil samples at various locations at the Site from a depth of zero to six inches below ground surface (bgs) for laboratory analyses to evaluate COPCs associated with historical agricultural land uses
- Utilize the services a backhoe contractor to excavate four test pits along the area where former Shell crude oil pipelines transected the Site. Soil samples will be collected from test pit excavations at varying depths ranging from one to 12 feet bgs for laboratory analyses to evaluate COPCs associated with the former crude oil pipelines
- Collect soil samples from the stockpiled soil generated from construction of the adjacent storm water detention basin for laboratory analyses to evaluate COPCs associated with historical agricultural land uses
- Collect soil samples from the bottom of the storm water detention basin for laboratory analyses to evaluate COPCs associated with agricultural land uses and run-off drainage into the basin from adjoining agricultural properties
- WKA will utilize the services of a C-57 licensed drilling contractor equipped with a track-mounted drill rig to install soil gas sampling probes. The soil gas sampling probes will be installed at four locations along the former pipeline alignment at the Site at depths of five feet bgs and 10 feet bgs and collect soil gas samples from each probe for laboratory analyses to evaluate COPCs associated with the former Shell pipelines

Field work preparation and sampling activities will be implemented as described in the following sections of the Revised PEA Workplan:

<u>Field Work Preparation</u>

- Section 6.0 - Health and Safety Plan
- Section 7.1 – Regulatory Permitting
- Section 7.2 – Underground Utility Clearance
- Section 7.3 – Field Methods
- Section 8.0 – Public Notice for Field Work

Sampling Activities

- Section 7.4 – Soil Sampling Procedures
    - Section 7.4.1 – Surface Soil Sample Collection from Areas Formerly Occupied by Irrigated Crops and Almond Orchard
    - Section 7.4.2 – Soil Sample Collection from the Stockpiled Soil
- Section 7.4.3 – Area Formerly Occupied by Shell Crude Oil Pipelines
    - Section 7.4.3.1 – Soil Sample Collection
    - Section 7.4.3.2 – Soil Gas Sampling Probes
    - Section 7.4.3.3 – Soil Gas Sample Collection
- Section 7.4.4 – Detention Basin

Investigative Derived Waste

Investigative derived waste (soil cuttings and rinsate water) will be placed into 55-gallon steel drums. The drums will be labeled, sealed, and stored on-site pending results of laboratory analyses.

In the process of collecting environmental samples, the WKA sampling team may generate other types of potentially contaminated investigation-derived wastes (IDW) that include the following:

- Used personal protective equipment (PPE)
- Disposable sampling equipment
- Decontamination fluids

The EPA's National Contingency Plan (NCP) requires that management of IDW generated during sampling comply with all applicable or relevant and appropriate requirements (ARARs) to the extent practicable. The sampling plan will follow the *Office of Emergency and Remedial Response (OERR) Directive 9345.3-02* (May 1991), which provides the guidance for the management of IDW. In addition, other legal and practical considerations that may affect the handling of IDW will be considered:

- Used PPE and disposable equipment will be double bagged and placed in a municipal refuse dumpster. These wastes are not considered hazardous and can be sent to a municipal landfill. Any PPE and disposable equipment that is to be disposed will be rendered inoperable before disposal in the refuse dumpster.

Laboratory Analyses

WKA will submit the soil samples to a California State Water Resources Control Board certified laboratory, to conduct the requested analyses.
The specific test methods for each analyte mentioned above are as follows:

- Organochlorine pesticides using EPA Method 8081A
- Total petroleum hydrocarbons (TPH) C6-C44 range using modified EPA Methods 8015M and 8260B
- Polycyclic aromatic hydrocarbons (PAHs) using EPA Method 8310C
- CAM 17 Metals using EPA Method 6000/7000 series
- Five waste oil metals using
- Volatile organic compounds using EPA Method TO15
- Volatile organic compounds using EPA Method 8260B
- Helium using ASTM D 1946-90

Report Preparation

Following completion of sampling activities and receipt of analytical data, a draft PEA Report will be prepared. The report will include a sketch map illustrating soil sampling locations, locations of soil borings, test pits, and soil gas sample probes, a table summarizing analytical data, a copy of the laboratory analytical report, quality control/quality assurance report, and chain-of-custody document, findings, conclusions, and recommendations.

Upon completion of field activities described in the PEA Workplan, the District shall submit a draft PEA Report to DTSC for review. The draft PEA Report will also be made available to the public for a 30-day review and comment period pursuant to Option A of the California Education Code (CEC) section 17213.1a(6)(A).

Assumptions

The proposed scope of services is based on the following assumptions:

- The cost of any additional assessment beyond what is described in the scope of services above is not included
- Field activities are conducted during normal business hours Monday through Friday;
- Work will not be delayed by inclement weather
- Analytical costs assume standard analytical laboratory turn-around times of five and ten business days will be requested
- Work does not include remobilization due to accessibility or rescheduling conflicts
- Access to the Site areas described above will be provided
- Groundwater will not be encountered at the maximum depth of the explored borings

- Disposal of investigative derived wastes is the responsibility of Jefferson School District WKA can assist, coordinate and/or subcontract disposal provided that costs in addition to those presented in this proposal are approved

Fee Estimate

WKA will bill on a time and materials basis in accordance with the attached schedule of fees for the above scope of services. WKA estimates the budget for this project to be **$59,300**. This estimated budget is based on a five-business day turn-around time and ten-business day turn-around time for receiving laboratory reports.

The cost estimate for the proposed scope of services is summarized in Table 1 below.

Table 1 -Summary of Cost Estimates

Activity	Budget
WKA Labor	$20,800
Laboratory Analyses (based on standard turn-around times)	$24,600
San Joaquin County Environmental Health Department Workplan Review	$500
San Joaquin County Environmental Health Department Soil Boring Permit Fee	$500
Drilling Services	$9,600
Backhoe Operator	$2,160
Reimbursable (mileage, equipment, and supplies)	$1,140
Budget Augmentation Total	**$59,300**

Schedule

WKA will submit a boring permit application for the required permit and schedule the drilling and backhoe services within two days of receiving written authorization to proceed. A field work notification will be posted at various locations around the Site and the public-right-of-way, and distributed at least five days prior to field activities.

Weather permitting, WKA estimates the project field work will be completed in ten- business days, provided that drilling and backhoe subcontracted services have timely availability. Laboratory results will be requested on a five-business day turnaround and ten-business day turnaround time. WKA will submit our report within ten business days of receiving the laboratory's analytical report results.

Authorization

If the Scope of Services and estimated budget of **$59,300** described in this proposal are accepted, please sign the attached agreement and return it to us as our written authorization to proceed. We will return a fully executed copy of the agreement to you for your files. Please inform us if wet signed copies of the agreement are required. If that is the case, please print sign and return two copies of the agreement to our office. We will then return a fully executed copy by US mail for your files. This proposal is valid for 60 days.

All work will be performed under the supervision of a California Professional Geologist in accordance with current state and local guidelines. If unanticipated conditions are encountered, any changes necessary will be mutually agreed upon by WKA and you before implementation. We will perform our services in a manner consistent with the standards of care and skill exercised by members of the environmental profession at the time the service will be performed. Our proposal is valid for 60 days.

We appreciate the opportunity to assist you on this project. Should you have questions about the above scope of work, or if you need additional information, please do not hesitate to contact Kurt Balasek or me at (916) 372-1434.

Sincerely,

Wallace-Kuhl & Associates

Matthew A. Taylor
Project Manager

Kurt Balasek, P.G., C.HG.
Senior Hydrogeologist

Attachment: Environmental Consulting Agreement
2017 Schedule of Fees

ENVIRONMENTAL CONSULTING AGREEMENT

ELLIS SITE – PROPOSED ELEMENTARY SCHOOL SITE

Tracy, California

JEFFERSON SCHOOL DISTRICT ("Client") and River City Geoprofessionals, Inc., dba **WALLACE ▪ KUHL & ASSOCIATES ("WKA")** agree:

1. **SERVICES TO BE PROVIDED. WKA**, by and through its officers, employees and subcontractors, is an independent consultant and is providing such services for its sole benefit and exclusive use. No third party beneficiaries are intended by this Agreement.

2. **PAYMENT TERMS. WKA** will perform professional services and will receive compensation pursuant to the terms and conditions of the attached proposal letter dated, **February 13, 2017,** which is incorporated herein by reference for the project known as **ELLIS SITE – PROPOSED ELEMENTARY SCHOOL SITE.** After five [5] day's prior notice to **Client**, **WKA** may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by **WKA** within sixty [60] days of **Client's** receipt of **WKA's** invoice. **Client's** receipt of invoice will be presumed three [3] days after mailing by **WKA** first class, with adequate postage attached. Time is of the essence of this provision.

Either party may terminate this Agreement without cause upon thirty [30] day's prior written notice. This Agreement will terminate automatically upon the insolvency of **Client**. In the event **Client** requests termination prior to completion of the proposed services, **Client** agrees to pay **WKA** for all reasonable charges, costs and expenses incurred to the date of termination, plus such other charges, costs, and expenses reasonably incurred as a result of termination of the work. If the **Client** is an LLC, the representative of the **Client** signing this agreement shall be personally responsible and guarantee payment of all invoices.

3. **STANDARD OF CARE. WKA** will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of **WKA's** profession practicing in the same or similar locality at the time of service. NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.

Client understands and acknowledges the uncertainty connected with environmental evaluation and agrees that no guarantee or warranty, express or implied, is provided. **Client** recognizes that **WKA's** failure to detect the presence of hazardous materials at the site, even though hazardous materials may be assumed or expected to exist, does not guarantee that hazardous materials are not present at the site. **Client** also recognizes and assumes the risk that sampling through an unknown contaminated zone may spread contamination to an aquifer, underground stream, or other hydrous body not previously contaminated, spreading hazardous materials off-site. **Client** acknowledges that nothing can be done to prevent such an occurrence and accepts the risk and liability associated with such an occurrence because such sampling is a necessary aspect of the work which **WKA** will perform for the **Client's** benefit.

Client further understands that subsurface conditions beneath the project site may vary from those encountered in borings, surveys or explorations and that the information and recommendations developed by **WKA** are based solely on the information available to it. Any exploration, testing, surveys and analysis associated with the work will be performed by **WKA** solely to fulfill the purpose of this Agreement and **WKA** is not responsible for interpretation by others of the information developed.

4. **INSURANCE. WKA** carries workers' compensation insurance and public liability insurance for bodily injury and property damage which may be suffered by third parties and members of the public who are not covered by the limitation of liability set forth in Paragraph 5. Certificates of coverage will be furnished to **Client** upon request. In the event **Client** desires greater insurance coverage and directs **WKA** to take out additional insurance, **WKA** shall procure and maintain additional insurance, if procurable, at **Client's** expense; provided, however, **WKA** shall not be responsible for property damage and bodily injury resulting from any cause, including fire and explosion, beyond the amount and coverage of **WKA's** insurance except for gross negligence, fraud or willful misconduct by **WKA**.

5. **LIMITATION OF LIABILITY. Client** agrees that **WKA's** liability for damages due to any cause or causes, including but not limited to negligence, errors or omissions, strict liability, or breach of contract or warranty, will be limited to a sum not to exceed $50,000 or **WKA's** total fee, whichever is greater. Notwithstanding any other provision herein to the contrary, **WKA** shall not be responsible or held liable for any special, indirect or consequential damages resulting in any way from **WKA's** performance under this agreement.

6. **RIGHT OF ENTRY AND SITE OPERATIONS.** Unless otherwise agreed, **Client** shall furnish right-of-entry to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. **Client** represents that it possesses the necessary permits and licenses required for its activities at the site. **WKA** will take reasonable precautions to reduce damage to property. However, **Client** understands that in the normal course of work some damage may occur and agrees to indemnify and hold **WKA** harmless from liability for such damage including third party liability, if any.

Client agrees to be solely responsible for designating the locations of all utility lines and subterranean structures within the property lines of the project. **Client** further agrees that **WKA** will not be liable for damage to subterranean structures including, but not limited, to pipes, tanks, conduits, and wires which are not correctly designated by **Client** on or off the site, and to indemnify and hold **WKA** harmless from liability for such damage including third party liability and attorney's fees, if any, attributable to **Client's** failure to properly designate such structures.

WKA will take reasonable precautions to minimize damage to the property caused by our operations. Unless otherwise stated in **WKA's** proposal, our charges do not include cost of restoration due to any related damage which may result. If **Client** requests **WKA** to repair such damage, we will do so at appropriate additional costs to **Client**.

Field tests or boring locations described in **WKA's** report or shown on sketches are based on specific information furnished by others or estimates made in the field by our personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in our proposal or report.

7. **FIELD REPRESENTATIVE.** The presence of **WKA's** or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation and/or field testing of specific aspects of the project as authorized by **Client**. Should a contractor[s] not retained by **WKA** be involved in the project, **Client** will advise such contractor[s] that **WKA's** services do not include supervision or direction of the means, methods or actual work of the contractor[s], his employees or agents. **Client** will also inform contractor[s] that the presence of **WKA's** field representative for project administration, assessment, observation or testing will not relieve the contractor[s] of its responsibilities for performing the work in accordance with the plans and specifications.

If a contractor [not a subcontractor of **WKA**] is involved in the project, **Client** agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work, and compliance with all **Client** safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that **WKA** will not be responsible for job or site safety or security on the project, other than for **WKA's** employees and subcontractors, and that **WKA** does not have the duty or right to stop the work of the contractor.

8. **DELAYS. WKA** will be excused for any delay in completion of the Agreement caused by acts of God, acts of third parties, stormy weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure to make payments promptly, or other contingencies unforeseen by **WKA** and beyond the reasonable control of **WKA**.

9. **ADDITIONAL UNFORESEEN CONDITIONS OR OCCURRENCES.** It is also possible that additional unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing **WKA's** services. If this occurs, **WKA** will promptly notify and consult with **Client**, but will act based on **WKA's** sole judgment where risk to **WKA** personnel is involved. Possible actions could include:

a. Complete the original Scope of Services in accordance with the procedures originally intended in our proposal, if practicable in **WKA's** judgment;

b. Agree with **Client** to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;

c. Terminate the services effective on the date specified by **WKA** in writing.

10. **SAMPLE DISPOSAL.** Test specimens or samples generally are consumed or substantially altered during testing and any remnants are disposed of immediately upon completion of tests. Unless otherwise agreed by **WKA**, disposal of remaining drilling samples and other specimens shall be the responsibility of **Client**.

a. NON-HAZARDOUS SAMPLES. At **Client's** written request, **WKA** will retain preservable test specimens or the residue therefrom for thirty [30] days after submission of our report free of storage charges. After the initial thirty [30] days and upon **Client's** written request, **WKA** agree to retain test specimens or samples but only for a mutually acceptable charge and period of time. **Client** agrees that **WKA** shall not be responsible or liable for any loss of test specimens or samples retained in storage.

b. HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES. In the event that test samples contain toxic or hazardous constituents as defined by applicable law, upon completion of any testing and temporary storage by **WKA**, **WKA** will, at its sole option, 1] return such samples to **Client** for proper disposal; 2] using a manifest signed by **Client** as generator and at additional charge per sample, have such samples transported to a location selected by **Client** for proper final disposal; or 3] at an additional charge per sample, dispose of such samples at a properly licensed disposal facility. **Client** agrees to pay all costs associated with the storage, transport, and disposal of such samples. **Client** recognizes and agrees that **WKA** is acting as a bailee and at no time assumes title to such samples.

11. **WASTE DISPOSAL.** If **Client** requests and **WKA** agrees to containerize wastes and/or fluids produced by **WKA's** activity ["Wastes"], **Client** will provide a secure temporary storage location at or near the project site to prevent tampering with such containerized Wastes. If **Client** requests, non-hazardous Wastes will be disposed of by **WKA** for an additional charge at an appropriately licensed facility. Any hazardous Wastes will be disposed of under manifest executed by **Client** at any properly licensed facility by **Client**. At no time will **WKA** take title to such hazardous wastes.

12. **CLIENT DISCLOSURE. Client** agrees to advise **WKA** upon execution of this Agreement of any hazardous substance or any condition, known or that reasonably should be known by **Client**, existing in, on, or near the site that presents a potential danger to human health, the environment, or **WKA's** equipment. **Client** agrees to provide **WKA** continuing related information as it becomes available to the **Client**. By virtue of entering into this Agreement or providing services hereunder, **WKA** does not assume control of or responsibility as an operator or otherwise for the site or the person[s] in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. **Client** agrees under advice of its counsel to notify the appropriate federal, state or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

13. **ENVIRONMENTAL INDEMNITY. Client** agrees that it shall be solely responsible for and agrees to indemnify, defend and hold **WKA** harmless from all liability for property damage or personal injury incurred, including injury to any other person during the course of the work to be performed under this Agreement, except where finally determined as being caused by **WKA's** negligence, intentional misconduct or fraud. In addition, in connection with toxic or hazardous substances or constituents and to the maximum extent permitted by law, **Client** specifically agrees to defend, hold harmless, and indemnify **WKA** from and against any and all claims, liabilities, or judgments, except where finally determined as being caused by **WKA's** negligence or willful misconduct, resulting from:

a. **Client's violation** of any federal, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;

b. **Client's undertaking** of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;

c. Toxic or hazardous substances or constituents introduced at the site by **Client** or third persons before, during or after the completion of **WKA's** services;

d. Allegations that **WKA** is a handler, generator, operator, treater, storer, transporter, or disposer unless expressly retained by **Client** for such services under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law due to the **WKA's** services; or,

e. Any third party suit or claim for damages against **WKA** alleging strict liability, personal injury [including death] or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after completion of **WKA's** services under this Agreement.

14. **EQUIPMENT CONTAMINATION.** **WKA** will endeavor to clean our laboratory and field equipment which may become contaminated in the conduct of our services. Occasionally, such equipment cannot be completely decontaminated because of the types of hazards encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to that indicated for hazardous samples or waste and to charge **Client** for the loss. **Client** agrees to pay the fair market value of any such equipment and reasonable disposal costs.

15. **DOCUMENTS.** **WKA** will furnish **Client** the agreed upon number of written reports and supporting documents. These instruments of services are furnished for **Client's** exclusive internal use and reliance, use of **Client's** counsel, use of **Client's** qualified bidders [design services only] and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertisement or other type of distribution, and are subject to the following:

a. All documents generated by **WKA** under this Agreement shall remain the sole property of **WKA.** Any unauthorized use or distribution of **WKA's** work shall be at **Client's** and recipient's sole risk and without liability to **WKA.** **WKA** may retain a confidential file copy of its work product and related documents.

b. If **Client** desires to release, or for **WKA** to provide, **WKA** report[s] to a third party not described above for that party's reliance, **WKA** may agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement [*e.g.* Secondary Client Agreement]. Reports provided for disclosure of information only may not require separate agreement. **Client** acknowledges and agrees to inform such third party that **WKA's** report[s] reflects conditions only at the time of the study and may not reflect conditions at a later time. **Client** further acknowledges that such request for release creates a potential conflict of interest for **WKA** and by such request **Client** waives any such claim if **WKA** complies with the request.

c. **Client** agrees that all documents furnished to **Client** or **Client's** agents or designees, if not paid, will be returned upon demand and will not be used by **Client** or any other entity for any purpose whatsoever. **Client** further agrees that documents produced by **WKA** pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without **WKA's** prior written approval.

d. **Client** shall furnish documents or information reasonably within **Client's** control and deemed necessary by **WKA** for proper performance of our services. **WKA** may rely upon **Client**-provided documents in performing the services required under this Agreement; however, **WKA** assumes no responsibility or liability for their accuracy. **Client**-provided documents will remain the property of **Client**, but **WKA** may retain one confidential file copy as needed to support our report.

16. **CLAIMS.** The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, each party shall be responsible for their own costs incurred in pursuing and defending the claim, including reasonable attorney's fees. This Agreement shall be deemed to have been entered into in the County of Yolo, State of California.

17. **OPINIONS OF COST.** If requested, **WKA** will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, **WKA's** designs or **WKA's** recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with **WKA.** **Client** understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond **WKA's** control.

18. **TESTIMONY.** Should **WKA** or any **WKA** employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and **WKA** is not a party in the dispute, then **Client** agrees to compensate **WKA** for the associated reasonable expenses and labor for **WKA's** preparations and testimony at appropriate unit rates, plus out-of-pocket costs. To the extent the party compelling the testimony ultimately provides **WKA** such compensation, **Client** will receive a credit or refund on any related double payments to **WKA**.

19. **CONFIDENTIALITY.** **WKA** will maintain as confidential any documents or information provided by **Client** and will not release, distribute or publish same to any third party without prior permission from **Client**, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to **Client**.

20. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the state of the project site.

21. **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS**. The parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings signed by the parties, such as **Client** Purchase Orders, Work Orders, etc., and that such forms may be issued by **Client** to **WKA** as a matter of convenience to the parties without altering any of the terms or provisions hereof.

22. **SURVIVAL.** All provisions of this Agreement for indemnity or allocation of responsibility or liability between **Client** and **WKA** shall survive the completion of the services and the termination of this Agreement.

23. **SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

24. **ASSIGNMENT.** This Agreement may not be assigned by either party without the prior permission of the other.

25. **INTEGRATION AND MERGER.** This Agreement constitutes a final, complete, and total integration of any and all prior understandings, oral or written, between the parties. Any subsequent change, alteration, addition or modification must be mutually agreed upon, in writing, and signed by both parties.

26. **NOTICES.** Any notice required or permitted under this Agreement may be given by hand -delivery, fax, overnight mail, or registered, certified, ordinary mail at the addresses set forth herein, but such address may be changed by written notice given by one party to the other from time to time. Notice given by ordinary mail shall be deemed received three [3] days after mailing. In the event of a controversy over delivery, the postmarked date shall control.

PROJECT NAME: ELLIS SITE – PROPOSED ELEMENTARY SCHOOL SITE

PROPOSAL NUMBER: 3PR17032, DATED February 13, 2017

JEFFERSON SCHOOL DISTRICT	**WALLACE ▪ KUHL & ASSOCIATES**
SIGNATURE	SIGNATURE
TYPED NAME	TYPED NAME
DATE	DATE
ADDRESS	3050 Industrial Boulevard, West Sacramento, CA 95691 ADDRESS

PROFESSIONAL SERVICES

Principal Engineer / Geologist	$170.00	per hour
Senior Engineer / Geologist / Hydrogeologist	$170.00	per hour
Senior Environmental Scientist	$170.00	per hour
Project Engineer / Geologist	$140.00	per hour
Project Environmental Scientist	$140.00	per hour
Senior Staff Engineer / Geologist	$130.00	per hour
Senior Staff Environmental Scientist	$130.00	per hour
Staff Engineer / Geologist	$125.00	per hour
Staff Environmental Scientist	$125.00	per hour
Senior Environmental Technician	$100.00	per hour
Senior / Supervising Technician	$100.00	per hour
Draftsperson / GIS Technician	$95.00	per hour
Administrative Assistant	$75.00	per hour

FIELD INVESTIGATION TESTING

Seismic Refraction Survey	$170.00	per hour
Thermal Resistivity Testing	$170.00	per hour
Electrical Resistivity Survey	$170.00	per hour
Hand Augering/Sampling - Engineer	$150.00	per hour
Photoionization Detector	$170.00	per hour
Rebar Location / GPR	$285.00	per hour

LITIGATION

Data Review/Consultation	$250.00	per hour
Depositions/Expert Witness Testimony	$360.00	per hour

EXPENSES

Vehicle Charges (*Subject to periodic adjustment due to fuel cost*)	$0.75	per mile
Subsistence	$55.00	per day
Lodging	Cost	
Services by Associate Firms and other outside services	Cost	plus 20%
Equipment rental, freight, special materials	Cost	plus 20%
Extra Report Copies		
Black and white versions	$25.00	each
Color photography versions	$35.00	each

PREMIUM CHARGES

Overtime and Saturdays	hourly rate plus	40	percent
Sunday and Holidays	hourly rate plus	75	percent

SHIFT DIFFERENTIAL

A 25 percent shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing and inspection services between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.

FIELD SERVICES

CONCRETE & REINFORCING STEEL

Ball Penetration (Kelly Ball)	$110.00 /hr.
Batch Plant Inspection	$80.00 /hr.
CaCl Moisture Emission Test Kit	$30.00 /kit
CaCl Moisture Emission Testing	$80.00 /hr.
CLSM/CDF/Slurry Testing	$80.00 /hr.
Concrete Mix Design Review	$170.00 /hr.
Concrete Placement Obs/Cast Cylinder	$80.00 /hr.
Concrete Rebound Number Testing	$110.00 /hr.
Concrete Trial Batch	$80.00 /hr.
Floor Flatness Testing	$110.00 /hr.
High Strength Grout Sampling / Testing	$80.00 /hr.
Rebar / Post Tension Special Inspection	$90.00 /hr.
Rebar Location / GPR	$270.00 /hr.
Rebar Location / Pachometer	$110.00 /hr.
Rebar Placement Inspection	$90.00 /hr.
Reinforcing Steel Sampling/Tagging	$80.00 /hr.
Relative Humidity Testing	$110.00 /hr.
Shotcrete Special Inspection	$80.00 /hr.
Transport Cylinders / Samples to Lab	$80.00 /hr.

CORING

Coring (Technician + equipment)	$110.00 /hr.
Coring (Technician assistant)	$80.00 /hr.

POST-INSTALLED ANCHORS

Concrete Anchor Installation Inspection	$80.00 /hr.
Concrete Anchor Proof Load Testing	$110.00 /hr.
Concrete Anchor Torque Testing	$90.00 /hr.
Suspended Ceiling Inspection / Testing	$110.00 /hr.

STRUCTURAL STEEL

Fireproofing Special Inspection / Testing	$80.00 /hr.
High Strength Bolt Special Inspection	$90.00 /hr.
Non-Destructive Testing - UT/MT/PT	$100.00 /hr.
Tower Certified Special Inspector	$125.00 /hr.
Welding Special Inspection - Field	$90.00 /hr.
Welding Special Inspection - Shop	$90.00 /hr.

MASONRY

In-Place Masonry Flatjack Testing	$135.00 /hr.
In-Place Masonry Shear Testing	$110.00 /hr.
Masonry Materials Sampling / Testing	$80.00 /hr.
Masonry Special Inspection	$80.00 /hr.

SOILS & ASPHALT CONCRETE

Asphalt Concrete Inspection / Testing	$93.00 /hr.
Asphalt Concrete Materials Sampling	$93.00 /hr.
Building Pad Special Inspection / Testing	$93.00 /hr.
Deep Foundation Inspection	$93.00 /hr.
Flatwork AB Inspection / Testing	$93.00 /hr.
Flatwork Subgrade Inspection / Testing	$93.00 /hr.
Grading Inspection / Testing	$93.00 /hr.
Hand Augering/Sampling - Technician	$115.00 /hr.
Pavement AB Inspection / Testing	$93.00 /hr.
Pavement Subgrade Inspection / Testing	$93.00 /hr.
Proof Rolling Observation	$93.00 /hr.
Shallow Foundation Inspection	$93.00 /hr.
Slab Subgrade Soil Moisture Tests	$93.00 /hr.
Soil / Aggregate Sampling	$93.00 /hr.
Soil Treatment Testing / Observation	$93.00 /hr.
Structure Backfill Inspection / Testing	$93.00 /hr.
Subgrade Stabilization Observation	$93.00 /hr.
Utility Trench Backfill Testing	$93.00 /hr.
WKA Drill Rig (including operator)	$210.00 /hr.
WKA Drill Rig (helper)	$93.00 /hr.

SPECIALIZED SERVICES

Coefficient of Friction Testing	$110.00 /hr.
Crack Monitoring	**
Existing Building Evaluation / Demo	$80.00 /hr.
Existing Building Evaluation / Document	$80.00 /hr.
Existing Building Evaluation / Repair	$80.00 /hr.
Field Investigate Support - Technician	$80.00 /hr.
FRP Installation Inspection	$80.00 /hr.
GFRC Inspection / Testing	$80.00 /hr.
Prestress Framing Installation	$80.00 /hr.
Proto Wall Inspection / Testing	$80.00 /hr.
Roofing Inspection	$80.00 /hr.
Shear Nailing Inspection	$80.00 /hr.
Soil Elect. Resitivity Testing - Technician	$115.00 /hr.
Thickness Testing - Coating / Steel	$110.00 /hr.
Timber Framing / Hardware Inspection	$80.00 /hr.
Vapor Barrier Inspection	$80.00 /hr.
Vibration Monitoring	**

GENERAL

Inspection / Testing Cancelled	*
Reinspection / Retesting	*
Stand-by Time	*

** Based on hourly rate of Inspection or Testing scheduled*
*** Based on Staff Classification*

MINIMUM CHARGES

A two hour minimum charge will apply to field technician services with the following exceptions:

a) Single trip pickup and delivery services, where a one hour minimum will apply.
b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.

SOIL

Atterberg Limits (LL/PI)	ASTM D4318	$150.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	$50.00	each
Compaction Characteristics	ASTM D698	$240.00	each
Compaction Characteristics	ASTM D1557	$240.00	each
Compaction Characteristics	CTM 216	$240.00	each
Consolidation (8 loads + 1 rebound)	ASTM D2435	$450.00	each
Consolidation (additional loads)	ASTM D2435	$50.00	each
Expansion Index	ASTM D4829	$175.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	$400.00	each
Lime-Treated Unconfined Compression	CTM 373	$785.00	each
Moisture Content	ASTM D2216	$20.00	each
Organic Content	ASTM D2974	$90.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	$300.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	$245.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	$90.00	each
Sieve Analysis - Sieve & Hydrometer	ASTM D422	$160.00	each
Sieve Analysis - Sieve only (Coarse or Fine)	ASTM C136/D1140	$100.00	each
Specific Gravity of Soils	ASTM D854	$125.00	each
Thermal Resistivity	ASTM D5334	$50.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	$325.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	$250.00	each
Triaxial Compression Test, 3 Pt. Staged - Remolded	ASTM D4767	$375.00	each
Triaxial Compression Test, 3 Pt. Staged - Undisturbed	ASTM D4767	$295.00	each
Unconfined Compression Test	ASTM D2166	$100.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	$30.00	each

AGGREGATE

Aggregate Unit Weight	ASTM C29	$50.00	each
Clay Lumps and Friable Particles	ASTM C142	$155.00	per size
Cleanness Value	CTM 227	$160.00	each
Durability Index (Coarse or Fine)	CTM 229	$155.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	$115.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205	$115.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	$55.00	each
Resistance "R" Value	CTM 301	$290.00	each
Sand Equivalent, 1 point	CTM 217	$85.00	each
Sand Equivalent, 3 points	CTM 217	$125.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202	$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117	$90.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	$120.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	$120.00	each

ASPHALT CONCRETE

Asphalt Content (Ignition Oven)	ASTM D6307, CTM 382	$240.00	each
Hveem Compacted Unit Weight, 1 point	ASTM D1560/D2726 CTM 304/308	$95.00	each
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	$350.00	each
Marshall Compacted Unit Weight, 1 point	ASTM D6926/D2726	$90.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202	$165.00	each
Stabilometer Value, 1 point	CTM 366	$125.00	each
Theoretical Maximum Density	ASTM D2041, CTM 309	$150.00	each
Thickness of AC Cores	ASTM D3549	$10.00	each
Unit Weight of AC Cores	ASTM D2726, D1188, CTM 308	$50.00	each

CONCRETE			
Compression Test, Concrete Cylinder	ASTM C39	$25.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	$20.00	each
Compression Test, Concrete Core	ASTM C42, C39	$70.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	$70.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	$35.00	each
Concrete Cylinder Mold		$4.00	each
Density / Unit Weight of Concrete	ASTM C567, C642	$50.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	$95.00	each
Laboratory Drying Shrinkage Test, per beam	ASTM C157	$175.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	$75.00	each
MASONRY			
Brick			
Compression Test	ASTM C67	$60.00	each
Modulus of Rupture	ASTM C67	$70.00	each
Absorption	ASTM C67	$85.00	each
Concrete Masonry Unit			
Compression Test	ASTM C140	$70.00	each
Absorption & Moisture Content	ASTM C140	$70.00	each
Linear Drying Shrinkage	ASTM C426	$175.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	$95.00	each
Compression Test, Masonry Grout	ASTM C1019	$35.00	each
Compression Test, Mortar	ASTM C780	$30.00	each
Core Shear Test	CBC Section 2105A	$80.00	each
Masonry Core Compression Test	CBC Section 2105A	$70.00	each
STEEL			
Anchor Bolt Tensile Test	ASTM F606	$95.00	each
Fireproofing Density Test	ASTM E605	$65.00	each
High Strength Bolt Assembly Laboratory Testing			
Bolt - Wedge Tension Test	ASTM F606	$70.00	each
Bolt - Proof Load Test	ASTM F606	$70.00	each
Bolt - Hardness Test	ASTM E18	$25.00	each
Nut - Proof Load Test	ASTM F606	$70.00	each
Nut - Hardness Test	ASTM E18	$25.00	each
Washer - Hardness Test	ASTM E18	$25.00	each
Prestressing Steel Strand Tensile Test	ASTM A416/A1061	$125.00	each
Reinforcing Steel (Rebar) Tensile Test			
Up to No. 7	ASTM A615, A706/A370	$70.00	each
From No. 8 through No. 14	ASTM A615, A706/A370	$95.00	each
Reinforcing Steel (Rebar) Bend Test	ASTM A615, A706/A370	$35.00	each
Structural Steel Tensile Test			
Up to 3/4"	ASTM A370	$70.00	each
Sizes Larger Than 3/4"	ASTM A370	$95.00	each
Machining of Test Specimens		cost plus 20%	
Structural Steel Hardness Test	ASTM E18	$75.00	each
Torque Wrench Calibration Test (min. of 4 wrenches)		$75.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1.1, ASTM E190	$75.00	per test
Welder Qualification Test Inspection		$85.00	per hour
Welder Qualification Test Record		$95.00	each
TESTING SERVICES			
Laboratory Technician		$80.00	per hour