AGREEMENT FOR
DSA PROFESSIONAL INSPECTION SERVICES
BETWEEN
JEFFERSON SCHOOL DISTRICT
AND
CHARLES WALKER INSPECTION SERVICES

1. **Parties and Date.**

This Agreement ("Agreement") is made and entered into this 16th day of October 2014 ("Effective Date"), by and between the **JEFFERSON SCHOOL DISTRICT** ("District") and **CHARLES WALKER INSPECTION SERVICES** ("Consultant"), (collectively referred to as the "Parties" and each individually as "Party").

2. **Recitals.**

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide construction inspection services to public clients as required by the Division of State Architect ("DSA") and is familiar with the plans of District.

2.2 **Project.** District desires to engage Consultant to render Division of the State Architect ("DSA") inspection and testing services as further detailed herein related to the following list of projects:

(a) Anthony Traina School Gymnasium & Performance Center Building

3. **Terms.**

3.1 **Scope of Services, Qualifications and Term.**

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional inspection and testing services, including but limited to DSA inspection (also known as Project Inspector or Inspector of Record (IOR)), as are more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference **("Services")**. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

(b) Consultant Qualifications. As a material term of this Agreement, Consultant represents that it has and shall maintain throughout the term of this Agreement all professional licenses and certifications required for the performance of Services as set forth in Section 3.3 (g). With respect to the DSA services, Consultant officers and employees shall meet the qualifications of an on-site Project Inspector as provided in the State Building Code, Title 24 of the California Code of Regulations, Part 1, section 4-333. Consultant shall have a General Inspector Class 1 Certificate from the Division of the State Architect. All subcontractors of Consultant shall maintain licenses or certificates required for the work they perform. For all subcontractors who are DSA Certified Assistant Inspectors, Consultant shall provide to District, evidence of substantial progress and status reports towards DSA certification of a Class 1, 2, 3 or 4 Project Inspector which is commensurate with the class of project that the subcontractor is the Assistant Inspector.

(c) Project Inspector. The individual Project Inspector for this Agreement and the Project shall be **Denise Hampton (DSA Class 1 Inspector) as a contractor to Charles Walker Inspection Services** (the "Individual Project Inspector"). So long as the Individual Project Inspector remains as a contractor to the Consultant, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project as deemed necessary by the District in its reasonable discretion, without the prior written consent or instruction of the District. Any violation of the terms and provisions of this section shall constitute a material default of the Project Inspector hereunder. In the event that the District and the Project Inspector cannot agree as to

the substitution or replacement of the Individual Project Inspector, the District shall be entitled to terminate this Agreement pursuant to the provisions of Section 3.5.2.

3.2 **Term**. The term of this Agreement shall be from **October 16, 2014** until **November 30, 2015, or until all projects listed under 2.2 are completed**, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment.

3.3 **Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. District retains Consultant on an independent contractor basis, and Consultant is not an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Consultant shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the District shall provide Consultant with a copy of the prevailing rates of per diem wages. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

If the District is utilizing state funding subject to oversight by the Department of Industrial Relations Compliance Monitoring Unit ("CMU"), Consultant shall abide by the CMU requirements, including the submission of certified payroll records, as required by the CMU at no additional cost to District.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of District, DSA and any and all applicable regulatory State agencies, and shall be the property of District.

(c) DSA Reports. Consultant shall provide the District with copies of all reports required to be submitted to applicable regulatory State agencies to District, including but not limited to, all required DSA reports, whether or not such reports must be submitted to the District.

(d) Work Authorization. Consultant shall obtain from District a work authorization for the Project. Such work authorization shall reiterate Consultant's duties outlined herein. The work authorization shall be written in the amount set forth in Exhibit "B."

(e) Maintenance of Construction Records. Consultant shall maintain complete and accurate construction records with respect to DSA-required records and all records related to the Project. These records shall be maintained by Consultant and made available at all reasonable times during any period which services are provided for the Project and for five (5) years from the date of the Notice of Completion for the Project.

(f) Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

(g) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are

determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(h) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all California Code of Regulations, Title 24 and Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(i) Insurance.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to District that the subcontractor has secured all insurance required under this Section.

(ii) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employers' Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the California Labor Code. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer waives all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(v) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by District if requested. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

(j) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(k) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third-party inspection services and back charge Consultant for all third party fees.

3.4 **Fees and Payments.**

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

(c) Payment of Compensation. Consultant shall submit to District an itemized monthly statement which indicates work completed and hours of Services rendered by Consultant. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Withholding of Payments. If any required reports are not received within fifteen (15) days of due dates described below, the Owners retain the express contractual right to withhold monthly payments to the Consultant until all outstanding reports are submitted to the Owners.

REPORT	DUE DATE
Daily	Not later than noon the next working day.
Semi-monthly	On the 1st and the 16th of each month
Final form 6	At the end of the project

(e) Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by District to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from District.

3.5 **Maintenance of Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.6 **General Provisions.**

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without District's express written consent.

(b) Termination of Agreement. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(i) Loss of Inspector Certification. This Agreement shall automatically terminate and payment shall cease should the Consultant at any time fail to provide a DSA-approved Project Inspector for the Project.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

CHARLES WALKER INSPECTION SERVICES
1516 Marsha Avenue
Modesto, CA 95350
209-606-3017
Attn: Charles Walker

DISTRICT:

JEFFERSON SCHOOL DISTRICT
1219 Whispering Wind Drive
Tracy, CA 95377
209-836-3388
Attn: Mindy Maxedon

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by District. Should District wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

(f) Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

(g) Indemnification. Consultant shall defend, indemnify and hold the District, its Board, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. The only limitation upon Consultant's duty to indemnify and hold harmless the District, its Board, officials, officers, employees, volunteers and agents shall be for the sole negligence or willful misconduct of the District, its Board, officials, officers, employees, volunteers and agents. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its Board, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its Board, directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the District and its Board, directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its Board, directors, officials, officers, employees, agents or volunteers.

(h) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(i) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Joaquin, State of California.

(j) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(k) District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(l) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of District.

(m) Amendments. This Agreement may not be amended except by a writing signed by the District and Consultant.

(n) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(o) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(p) Conflict of Interest. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(q) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Disabled Veteran Business Enterprise ("DVBE") program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(r) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils.

(s) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(t) Drugs and Tobacco. All District's facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of the District's facilities.

(u) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(v) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

JEFFERSON SCHOOL DISTRICT
"District"

By: Jim Bridges
Jim Bridges
Superintendent

CHARLES WALKER INSPECTION SERVICES
"Consultant"

By: Charles A. Walker 10/20/14
Charles Walker
Inspector

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide the services set forth herein, as well as any incidental services necessary for the full and adequate completion of Services in strict accordance with all applicable local, state and federal laws rules and regulations, including but not limited to, the State Building Code, California Code of Regulations, including but not limited to Title 24, and instructions included herein. Consultant shall provide daily and/or individual occurrence reports of Special Inspections on previously approved forms and provide sufficient copies for distribution to the District, the construction contractor, and the architect.

I. DSA Inspection Services.

A. All DSA Inspector of Record Services, including monitoring of Special Inspectors.

1. Perform DSA Inspections, to assure compliance with approved plans and specifications, in strict accordance with all applicable local, state and federal laws rules and regulations. As outlined in California Code of Regulations, Title 24 Part 1.

2. Conduct Quality Control Inspections and report any discrepancies to the architect, the project manager, construction manager and District's Construction Services Manager.

3. Evaluate scope of change order requests to assure compliance with code and standard building practice.

4. Advise construction manager of DSA, California Building Code and any other applicable code requirements related to the specific scope of work.

5. Keep a log of the job and all related inspections, including but not limited to, pictures, test dates and test results.

6. Turn in to District all reports of inspections, test results, pictures, notes and related materials at the end of the project.

7. Provide the District with a daily report of activities which shall be submitted to the District on a weekly basis.

8. Submit all required DSA forms to DSA related to Consultant's services for the Project.

B. Deputy Inspection and Specialty Inspection Services.

C. Material testing and laboratory services as required by California Code of Regulations, Title 24 and as described in the plans and specifications of the Project.

D. Provide Verified Reports (DSA-6) for the Project upon 100% completion.

E. Provide assistance and input in the development of comprehensive construction standards for use by the District.

F. Provide site reconnaissance to determine the adequacy of potential development sites.

G. Provide pre-bid plan check services.

H. Assist the District, the construction manager and the architect with contract and construction management.

I. Provide and maintain computerized project reports with software compatible with that used by the District.

J. Provide vehicle equipped with cellular phone with paging and message center capabilities.

K. Provide 24-hour emergency structural evaluation services in the event of a major disaster.

L. Provide other services as directed by the District.

EXHIBIT "B"

COMPENSATION FOR SERVICES

See Attached

District will pay $75.00 per hour for Project Inspection Services with a 2 hour minimum per day on inspection days, with a total amount not to exceed $13,200.00 for any Calendar Month for this project currently in process. Inspections will occur on Monday through Friday between the hours of 7:00 AM to 5:00 PM. Any Inspections required to be performed outside of those hours will be negotiated on an "as needed" basis.

& Associates
MILANI

November 4, 2014
Job No. 422.4

Exhibit "A"
Scope of Services
Surveying Services
Jefferson Elementary School
7500 West Linne Road
Tracy, CA 95304

Description of Work		**Estimated Fee**
1.	**Prepare Legal Descriptions and Plats:** Provide survey services to prepare a legal descriptions and plat for a 4.5' strip along the south portion of Linne Road. This includes 1 round of comments from the county.	**$ 1,300**
2.	**Prepare Legal Description and Plats:** Provide survey services to prepare a legal description and plat for the remainder of the school property.	**$ 800**
3.	**Printing, Reprographics and Delivery:(T&M)**	**$25**
	Total:	***$ 2,125***

Exceptions & Exclusions:

1. Work is limited to the items of work enumerated above.
2. Client will provide consultant with work limits.
3. All work designated as T&M will be provided on a time and materials basis in accordance will consultant's current charge rate schedule in effect at time of deliver of services.
4. All extra work will be provided on a time and materials basis in accordance with consultant's current charge rate schedule in effect at time of delivery of services.
5. All printing, reprographics work and delivery services will be treated as reimbursable expenses on a cost plus 10% basis.
6. Client to provide updated title report for submittal to the county.
7. Setting of new property corners are not apart of this scope and fee.

(925) 674-9082 2520 Stanwell Drive, Suite 250 Concord, CA 94520 (925) 674-9279

This form is provided as a membership service by:

Agreement for Professional Services Between Client and Consultant

Project No: 422.4

THIS AGREEMENT is made and entered into at 2520 Stanwell Drive, Suite 250, Concord, CA 94520

effective this 04 day of Novemberr, 2014, by and between:

CONSULTANT:

Name M.E.M. Engineering, Inc., A California Corporation dba

Milani & Associates

Address 2520 Stanwell Drive, Suite 250, Concord, CA 94520

Telephone No. (925) 674-9082 / FAX (925) 674-9279

CLIENT:

Name Jefferson School District

Address 1219 Whispering Wind Drive

Tracy Ca, 95377

Telephone No. (209) 836-3388

The property upon which the services hereinafter described are to be performed is located at 7500 West Linne Road, Tracy CA 95304

Assessors Parcel No N/A ("the Property").

A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Client agrees to engage Consultant according to the terms of this agreement ("the Agreement").

1. Consultant agrees to perform the services set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Services").

2. Client agrees to compensate Consultant for its Services according to the schedule of payments attached hereto as Exhibit "B" and incorporated herein by this reference ("Schedule"). Consultant reserves the right to increase the fees set forth in Exhibit "B" at reasonable intervals.

3. Client agrees to provide Consultant with any and all documents necessary to identify the ownership, location and condition of the Property, including, but not limited to, deeds, maps, title information, and permits; and to obtain for Consultant the authorization of the owner to enter upon the Property for the purpose of conducting Consultant's Services thereon.

A. GENERAL PROVISIONS

Client and Consultant agree that the following provisions shall be part of this Agreement:

1. **Ownership of Work Product.** Client acknowledges that all original papers, documents, maps, surveys, and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant. Consultant shall have the unrestricted right to use any such work product, for any purpose whatsoever, without the consent of Client. Client further acknowledges that its right to utilize the Services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.

2. **Use of Work Product.** Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, or other work product ("Work Product") prepared by Consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefore.

Client further agrees that final Work Product is for the sole use of Client for the specific purpose described in this Agreement. Such final Work Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction.

3. **Changes in Work Product.** In the event the Client agrees to permit or authorizes changes in the documents prepared by Consultant pursuant to this Agreement, to which changes Consultant has not previously consented to in writing, Client acknowledges that such changes and the effects thereof are not the responsibility of Consultant and Client agrees that Consultant is automatically released from any and all liability arising therefrom and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising therefrom unless caused by the sole negligence or willful misconduct of Consultant.

4. **Copyright.** All Work Product identified in this Agreement as within the scope of Services of Consultant, shall be deemed protected as if such Work Product was within the protections against third-party use and disclosure of the general copyright law of the United States as well as California, including common law and statutory law, whether or not such Work Product actually is so copyrighted and without regard to whether or not such copyright law actually applies to such Work Product.

5. **Billing.** All fees and other charges attributable to this Agreement will be billed by Consultant monthly and shall be due and payable by Client at the time of billing unless otherwise specified in this Agreement. Client agrees that all billings from Consultant to Client are correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of such billing, notifies Consultant in writing of its objection stating the alleged inaccuracies, discrepancies, or errors in the billing. In the event Client so notifies Consultant of such objection, Client shall nevertheless pay the billed amount and address such objection thereafter.

6. **Payment By Others.** If payment for Consultant's Services is to be made on behalf of Client by a third-party, including a lender, Client agrees that Consultant shall not be required to indemnify the third-party in the form of any endorsement or otherwise, as a condition to Consultant's right to receive payment for Services. This Agreement shall not be conditioned upon financing. Client represents that it has adequate funds for the payment of Consultant's fees, and the validity of this Agreement is not dependent upon Client obtaining financing, or on any other condition.

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7. **Late Charges.** In the event Client fails to make payments under this Agreement, it would be difficult to fix the damages suffered by Consultant because of varying rates of interest and inflation and because late payment impairs capital and business operations. The parties therefore agree that a charge of 1.5 percent per month will be assessed on all overdue balances. This rate represents a reasonable estimate of fair compensation for the foreseeable losses that might result from late payment.

8. **Suspension or Termination of Agreement.** In addition to any and all rights of Consultant under this Agreement or otherwise for default of Client, Consultant shall have the right to suspend or terminate this Agreement upon the occurrence of any of the following events:

(a) Death of Client,
(b) Change in fifty percent (50%) or more in the ownership of Client,
© Any material breech by Client of any provision of this Agreement, including the failure to make any payment when due, if such material breech remains uncured for more than twenty days following written notice to Client describing the nature of the breech and demand for cure.

Consultant may exercise the right of suspension or termination as provided herein by the delivery of written notice to Client, informing Client of the suspension or termination, the effective date of such termination or suspension, and reason for same. Any written notice required under this Agreement shall be deemed to have been delivered to Client three days after the deposit of said notice in the U.S. Mail, first class postage prepaid, addressed to the client at the address appearing at the outset of this Agreement, unless Client has previously provided Consultant with written notice of a change of address.

9. **Suspension or Termination of Performance.** In addition to any other rights Consultant may have for default of Client, if Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this Agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this Agreement may be suspended or terminated at Consultant's sole option.

10. **Early Termination Release.** Consultant has a right to complete all Services agreed to be rendered pursuant to this contract. In the event this Agreement is terminated before the completion of all Services, unless Consultant is responsible for such early termination, Client agrees to pay Consultant the full contract price and that any such termination shall automatically release Consultant from any liability for any Services performed.

11. **ALTA Surveys.** Client agrees that in performing requested ALTA surveys in accordance with this Agreement, Consultant may be required to sign a statement on the survey documents in a form set forth in Exhibit 1 attached hereto and incorporated herein by this reference. In the event that Consultant is required to sign a statement or certificate which differs from that contained in Exhibit 1, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any such different statement.

12. **Government Changes.** If Consultant, pursuant to this Agreement, produces Work Product and/or performs field services, and such Work Product and/or field services is/are required by one or more governmental agencies, and such governmental agency changes its ordinances, policies, procedures or requirement after the date of this Agreement, any additional office or field services thereby required shall be paid for by Client as extra services.

13. **Changed Conditions.** In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's Services before further activity proceeds. Further, Client agrees that any construction contracts for any project which involves Consultant's Work Product shall include a provision that requires the contractor to notify Client of any changed field or other conditions after which Client shall timely notify Consultant.

14. **Additional Services.** Client acknowledges that the Services described in Exhibit "A" are based upon field and other conditions existing at the time of the execution of this Agreement. Client further acknowledges that clarifications, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. If Consultant determines that changed field or other conditions reasonably require or otherwise justify the provision of services in addition to those specific in this Agreement (such services to be referred to hereafter as "Additional Services"). Consultant shall by whatever means Consultant deems reasonable under the circumstance attempt to notify Client of the nature of such changes field or other conditions and the need for Additional Services. Regardless if Consultant successfully notifies Client of the changed field or other conditions and the need for Additional Services. Client authorized Consultant to provide the Additional Services and agree to pay for same at the rate set forth on Exhibit B attached hereto and incorporated herein by this reference. Any such Additional Services shall be performed subject to the terms and conditions of this Agreement as if specifically provided for herein.

15. **Locating, Referencing or Resetting Monuments.** In the event Consultant is required to locate, reference, or reset any monument in order to comply with section 8771 of the Business and Professions Code, or any other statute, rule, ordinance, or directive, the cost shall be paid by Client as extra services. In addition, Client shall pay all costs incurred in the preparation of documents related to locating, referencing or resetting monuments.

16. **Restaking.** In the event that Consultant's staking is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as Additional Services.

17. **Payment of Costs.** Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement. In the event all or any portion of the Services are suspended, and restarted, Client agrees to pay Consultant on demand, as extra service, any additional expense or services required by Consultant as a result of suspension of the Services.

18. **Records of Survey.** Client acknowledges and agrees that if Consultant provides surveying services, which require the filing of a Record of Survey in accordance with Business and Professions Code Section 8762, all costs of preparation, examination and filing of such Record of Survey will be paid for by Client as extra services.

19. **Governmental Actions.** Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.

20. **Performance of Others.** Client acknowledges that Consultant is not responsible for the performance of services by third parties including, but not limited to, engineers, architects, contractors, subcontractors, or suppliers.

21. **Delays.** Consultant is not responsible for delay caused by activities or factors beyond Consultant's control including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to timely furnish information or approve or disapprove Consultant's work, faulty performance by Client or others, including contractors and governmental agencies. In the event such delays occur, Client agrees to save and hold Consultant harmless therefor.

22. **Bankruptcy.** Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations under this Agreement if Consultant receives notice that Client has filed a voluntary petition for Bankruptcy or if an involuntary Bankruptcy petition is filed against Client, and such petition is not dismissed within fifteen (15) days of its filing. Any suspension of Services made pursuant to the

provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

23. **Lien Rights.** This Agreement shall not be construed to alter, affect or waive any lien or stop notice right or other remedy, which Consultant may have for the performance of Services pursuant to this Agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the Property on which Consultant is to perform its Services. Client also agrees to separately provide Consultant with the name and address of any and all persons, including lenders, who are entitled to receive a preliminary notice.

24. **Hold Harmless.** Client agrees to be responsible for job-site conditions during the course of Consultant's performance, including the safety of persons and property. Consultant shall be responsible for safety precautions and programs in connection with the performance of the Agreement and shall take reasonable precautions for safety and protection to prevent property damage and injury or loss to employees on the job-site and other persons who may be affected thereby. Consultant shall be responsible to Client and shall assume all risk for property damage and bodily injury to Consultant's employees and agents that enter the job-site without complying with Contractor's rules and regulations for construction safety, means and methods. All of the foregoing requirements shall apply continuously and not be limited to normal working hours. Client and Consultant agreed to defend, indemnify and hold each other harmless from any and all liability, real or alleged, in connection therewith, except liability arising from the sole negligence or willful misconduct of the indemnitee. .

25. **Insurance.** Client agrees to purchase and maintain, at no cost to Consultant, during the course of Consultant's Services under this Agreement, the following insurance coverages: (1) a broad form "all risk" policy of insurance with course of construction, vandalism, and malicious mischief clauses attached, (2) workman's compensation insurance where applicable, and (3) insurance against injuries to persons under Client's direction and persons on the job-site at Client's invitation. Said insurance shall be obtained in such amounts and with such insurers as are acceptable to Consultant. Consultant shall be named as an additional insured under each policy. Should Client fail to obtain said insurance, Consultant may procure same as agent for and at the expense of Client, but is not required to do so.

26. **Liability Limits.** Client agrees that Consultant's total liability to Client, its agents, employees, contractors, subcontractors, successors and assigns, for professional negligence, acts, errors or omissions of Consultant, shall be limited to $50,000 or Consultant's fees, whichever is greater.

27. **Estimates.** Estimates of areas provided under this Agreement are not to be considered precise unless Consultant specifically agrees in writing to provide the precise determination of such areas.

28. **No Representations.** Consultant makes no representation concerning any estimated quantities or calculated areas or costs made in connection with maps, documents or other Work Product other than that all such calculations and estimates are estimates only and Consultant shall not be responsible for fluctuations therein. It is the responsibility of Client to verify these matters.

29. **Non-Responsibility for Job-Site Conditions.** Consultant assumes no responsibility for job-site conditions during the course of construction on the project, including safety of persons and property.

30. **No Warranties.** Consultant makes no warranty, either express or implied, as to its findings, recommendations, or professional advice except that the service was performed pursuant to generally accepted standards of practice in effect at the time of performance.

31. **Nonliability for Hazardous Materials.** Client acknowledges that Consultant's scope of Services for this project does not include any services related, in any way, to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job-site or should it in any other way become known that such materials are present or may be present on the job-site or any adjacent or nearby areas which may affect Consultant's Services, Consultant may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrants that the job-site is free from any hazard which may result from the existence of such materials.

Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the Services provided by Consultant pursuant to this Agreement except claims caused by the sole negligence or willful misconduct of Consultant.

32. **Cooperation.** Client and Consultant agree to cooperate with each other in every way in the performance of this Agreement.

33. **Waiver.** Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant and any such waiver shall not constitute a continuing waiver thereof.

34. **Other and Further Performance.** Upon written request, Client shall timely execute and deliver, or cause to be executed and delivered, such additional instruments, documents, and pay any governmental fees and charges necessary to this Agreement.

35. **Advisory Only.** Consultant shall only act in an advisory capacity to Client in governmental relations. Client shall be responsible for all decision-making activities therein.

36. **Validity.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.

37. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

38. **Arbitration of Disputes.** Any dispute arising out of or related to this Agreement shall be resolved by binding arbitration and not in a court of law. The dispute will be settled in accordance with the Rules of the American Arbitration Association, and judgment will be entered on the award. The arbitrator will award attorneys' fees to the prevailing party. If a party after due notice fails to appear at and participate in the proceedings, the arbitrator will make an award based on the evidence presented by the party who does participate.

39. **Venue.** In the event either party institutes any proceeding to enforce or interpret the provisions of this Agreement, such proceeding shall be brought and adjudicated in the county in which Consultant's principal place of business is located, and Client waives the right to bring, try or remove such action to any other county or judicial district.

40. **Attorneys' Fees.** If any proceeding is brought to enforce or interpret the provisions of this Agreement, the prevailing party therein shall be entitled to receive from the losing party therein, its reasonable attorneys' fees, which fees shall be set in the same proceeding, in addition to any other relief to which it may be entitled.

41. **Costs of Dispute Resolution.** In the event that Client institutes a proceeding against Consultant, either directly or by way of cross-complaint, including a claim for indemnity, for alleged negligence, error, omission, or other failure to perform, wherein: (a) Client fails to obtain a judgment or award in Client's favor, (b) the action is dismissed, or © judgment or award is rendered for Consultant, Client agrees to pay Consultant immediately following the proceedings all costs of defense, including, but without limitation, reasonable attorneys' fees, expert witness fees, court costs, and any and all other expenses of defense.

42. **Assignment.** This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.

43. **Inurement.** This Agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.

44. **Entire Agreement.** This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of Services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.

45. **Acceptance and Commencement.** By execution of this Agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the Services. In the event Client is not the owner of the Property, Client represents that Client has obtained permission from said owner for Consultant to proceed.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CONSULTANT: M.E.M. Engineering Inc.,
A California Corporation dba Milani & Associates

Michael E. Milani 10/24/14

By _____ Date
MICHAEL E. MILANI
RCE 35121 Exp. 9/30/2015
LS 5311 Exp. 12/31/2015

Title PRESIDENT

✓ Exhibit "A" attached: _____ Client's Initials

Exhibit "B" attached: _____ Client's Initials

☐ Exhibit "1" attached: _____ Client's Initials

CLIENT: Jefferson School District

By _____ Date

Title _____

By _____ Date

Title _____

Wallace Kuhl
& ASSOCIATES

ORIGINAL

CORPORATE OFFICE
3050 Industrial Boulevard
West Sacramento, CA 95691
916.372.1434 phone
916.372.2565 fax

STOCKTON OFFICE
3422 West Hammer Lane, Suite D
Stockton, CA 95219
209.234.7722 phone
209.234.7727 fax

September 23, 2014

DSA File No. 39-39
DSA App. No. 02-113342
LEA No. 227

Mindy Maxedon
Jefferson School District
mmaxedon@sjcoe.net

Construction Materials Testing and Inspection Proposal
ANTHONY TRAINA SCHOOL GYMNASIUM AND PERFORMANCE CENTER BUILDING
4256 Windsong Drive
Tracy, California

Wallace-Kuhl and Associates is pleased to submit this proposal to provide testing and inspection services during construction of the Anthony C. Traina Elementary School Gymnasium and Performance Center Building. The project consists of construction of a new slab-on-grade, concrete masonry unit (CMU) gymnasium building covering about 12,460 square feet in plan area. Associated improvements will consist of parking and drive areas, sidewalks, and underground utilities.

Our budget estimate is based on review of the construction documents, construction schedule, and discussions with project personnel. We understand our scope of work would include inspection and testing of earthwork; foundation concrete and rebar; and concrete anchors as required by the project documents, as well as preparation of the Division of the State Architect (DSA) required documentation.

Based on our experience and review of the project documents, we estimate that our fee for the special inspection and testing services required for this project would be approximately $88,682. Billing would be only for work performed and determined based on the attached 2014P Schedules of Fees. Please be aware that we bill for our hourly services on a portal-to-portal basis from our Stockton office. Also, the construction schedule and the contractor's efficiency affect the number of site visits - and the cost - required for our services. Our representatives would work with the Project Inspector to perform our work in a timely and efficient manner.

To assure that all parties fully understand the limitations of our role in your project, we emphasize that our representative will not act as supervisor of construction, nor will they direct construction operations. The various sub-contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them from defects discovered in their work. Job and site safety of the contractor's personnel will be the sole responsibility of the contractor.

If this proposal is acceptable, please sign and return one copy of the attached agreement along with a copy of this letter as our written authorization to proceed. Please contact me if you have any questions or require further information.

Wallace - Kuhl & Associates

Matthew S. Moyneur
Senior Engineer

Attachments: Budget Estimate
Construction Testing Agreement
Schedule of Fees 2014P

cc: Anthony Continente anthony@rgmassociates.com

Budget Estimate
ANTHONY TRAINA SCHOOL GYMNASIUM
AND PERFORMANCE CENTER BUILDING

EARTHWORK

Soil engineering testing and observation services during earthwork construction

Storm Drain Demolition

5 days @ 8 hours/day @ $90/hour	=	$	3600

Rough Grading and Building Pad Subgrade

5 days @ 8 hours/day @ $90/hour	=	$	3600

Foundation Construction Observation

4 days @ 4 hours/day @ $90/hour	=	$	1440

Exterior Flatwork Aggregate Base

4 days @ 6 hours/day @ $90/hour	=	$	2160

Utility Underground Trench Backfill

15 days @ 6 hours/day @ $90/hour	=	$	8100

Laboratory Testing

4 ASTM 1557 @ $235 each	=	$	940

Project Administration and review & reports

Senior Engineer - 4 hours @ $155/hour	=	$	620
Mileage	=	$	1485

CONCRETE SAMPLING & TESTING

As required by the CBC, this includes sampling and tagging reinforcing steel prior to delivery to the site. We assume the project Inspector will inspect rebar placement and our technicians will perform field-testing and sampling of the concrete during placement. Includes laboratory compressive strength testing of concrete samples. We assume the concrete supplier will be appropriately certified and qualified so the full-time batch plant inspection required by the CBC can be waived per CBC 1929.A.5.

2 concrete mix design reviews by senior engineer @ $200 each	=	$	400

Reinforcing Steel / Sampling, Tagging & Testing
Assuming local fabricator within a 50 mile radius of nearest WKA office

8 hours @ $90/hour	=	$	720
10 tensile tests @ $70 each	=	$	700

Batch Plant Observation

10 hours @ $85/hour	=	$	850

Continuous and spread footings / Concrete Sampling & Testing

16 hours @ $85/hour	=	$	1360

Slab on grade / Concrete Sampling & Testing

12 hours @ $85/hour	=	$	1020

Miscellaneous Concrete / Concrete Sampling & Testing

8 hours @ $85/hour	=	$	680
5 one-hour round trips to retrieve test samples the day after concrete @ $85/hour	=	$	425
10 sets of 4 concrete cylinders for laboratory compression tests @ $25/cylinder	=	$	1000

MASONRY

Full-time special inspection of masonry walls as required by the CBC and project construction documents. Includes sampling and testing masonry mortar, CMU block, masonry grout and cores from the completed walls. Includes inspection of reinforcing steel placement, cleanliness of cells prior to grout, and consolidation of grout during placement.

320 hours @ $95/hour	=	$ 30,400
8 sets of 4 grout samples for laboratory compression tests @ $35/sample	=	$ 1120
8 sets of 4 mortar samples for laboratory compression tests @ $30/sample	=	$ 960
2 sets of 3 CMU block for laboratory compression testing @ $67 each	=	$ 402
2 sets of 3 CMU block for laboratory moisture / absorption testing @ $70 each	=	$ 420
1 set of 5 CMU prisms at start-up @ $90 each	=	$ 450
CMU coring and testing of masonry for per DSA requirements	=	$ 1500
4 one-hour round trips to retrieve test samples the day after casting @ $85/hour	=	$ 340

WOOD PRODUCTS

Glu-lam beam and truss joist manufacturing inspection by DSA certified employees of our associates laboratory, Forest Products Inspection	=	$ 3000

STRUCTURAL STEEL

Shop Welding Inspection – Includes material identification with mill certificates. Visual, ultrasonic, magnetic particle and dye penetrant testing of welds, as necessary. Monitor fabricator compliance with Welding Procedure Specifications (WPS).

Assuming local fabricator within a 50 mile radius of nearest WKA office. We also assume the fabricator will assign approximately three to five welders to this project to meet the normal, assumed production rate.

120 hours @ $90/hour	=	$ 10,800

Field Welding Inspection - Visual, ultrasonic, magnetic particle and dye penetrant testing of welds, as necessary. Monitor erector compliance with WPS. Includes high strength bolt installation observation and torque testing.

We also assume the site erector will assign the appropriate number of workers to this project to meet the normal, assumed production rate.

40 hours @ $90/hour	=	$ 3600
2 sets of high strength bolt samples for labratory testing @ $265 per set	=	$ 530

SUMMARY

Earthwork	$ 21,905
Concrete	$ 7155
Masonry	$ 35,592
Wood Products	$ 3000
Structural Steel	$ 14,930
Code compliance reports, job administration, & mileage	$ 6100
Total	**$ 88,682**

Wallace Kuhl & ASSOCIATES

CONSTRUCTION TESTING AGREEMENT

ANTHONY TRAINA SCHOOL GYMNASIUM AND PERFORMANCE CENTER BUILDING
Tracy, California

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

1. PROFESSIONAL SERVICES. **WKA** will perform professional services and will receive compensation pursuant to the terms and conditions of the attached proposal letter dated September 23, 2014, which is incorporated herein by reference. In performing professional services, **WKA** shall use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the engineering profession practicing under similar conditions at the same time and in the same or similar locality. **CLIENT** understands and acknowledges the inherent risks connected with construction and agrees that no warranty, either express or implied, is included in this Agreement or in any drawing, specification, report or opinion produced pursuant to this Agreement.

2. PAYMENT. **WKA** will submit invoices for services rendered on a periodic basis, provided, however, said invoices shall not be submitted more frequently than once every 30 days. Invoices shall be due upon receipt, but shall not be considered delinquent if paid on or before the expiration of 30 days from date of mailing. If payment is not so made, a late payment charge shall be due on the invoice amount at the rate of one and one-half percent (1½%) per month on the unpaid balance from the date of the invoice until paid. In the event of delinquency, **CLIENT** shall pay the actual cost of collection including, without limitation, reasonable attorneys' fees.

3. JOB SITE. **WKA** will not act as supervisor of construction operations, nor will **WKA** direct or exert any control over such operations. The construction contractor(s) shall be informed that neither the presence of **WKA** on the job site, nor the testing by **WKA** shall excuse the contractor(s) for defects in any contractor's work or any contractor's non-compliance with the project plans, specifications or applicable laws, ordinances, regulations or standards, whether such defect or non-compliance is discovered during or after construction. **CLIENT** agrees that the construction contractor(s) will be required by **CLIENT** to assume sole and complete responsibility for job conditions during construction, including safety of persons and property.

4. REPORTS. Reports, plans and other work prepared by **WKA** remain the property of **WKA**. **CLIENT** agrees that all reports and other work furnished to the **CLIENT** and his agents not paid for will be returned upon demand, and will not be used for licensing, permits, design and/or construction.

5. LIABILITY. **CLIENT** agrees to indemnify and hold **WKA** harmless from any and all liability in connection with the performance of work during construction of this project, except liability arising directly from the gross negligence or willful misconduct of **WKA**. **WKA** carries workers' compensation insurance and public liability insurance for bodily injury and property damage that may be suffered by third parties and members of the public who are not covered by the limitation of liability set forth below in Paragraph 6. Certificates of coverage will be furnished to **CLIENT** upon written request. **WKA** assumes the risk of damage caused by its personnel to its supplies and equipment. 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.

6. LIMITATION OF LIABILITY. **WKA**'s liability for damages due to alleged negligent professional acts, errors and omissions 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.

7. GOVERNING LAW; DISPUTES. This Agreement shall be governed by the laws of the State of California. Should either party hereto bring suit in court to enforce any term of this Agreement, it is agreed that each party shall pay their own legal costs, expenses and attorneys' fees.

JEFFERSON SCHOOL DISTRICT

Signature

MINDY MAXEDON, CBO
Name printed or typed — Title

10-16-14
Date

1249 WHISPERING WIND DR TRACY, CA 95377
Company Address

WALLACE - KUHL & ASSOCIATES

Signature

Matthew S. Moyneur, Senior Engineer
Name/Title

September 23, 2014
Date

PROFESSIONAL SERVICES

Senior Engineer / Geologist	$155.00	per hour
Senior Environmental Scientist	$155.00	per hour
Project Engineer / Geologist	$130.00	per hour
Project Environmental Scientist	$130.00	per hour
Senior Staff Engineer / Geologist	$120.00	per hour
Senior Staff Environmental Scientist	$120.00	per hour
Staff Engineer / Geologist	$115.00	per hour
Staff Environmental Scientist	$115.00	per hour
GIS Analyst	$95.00	per hour
Senior Environmental Technician	$90.00	per hour
Senior / Supervising Technician	$90.00	per hour
Draftsperson / GIS Technician	$85.00	per hour
Administrative Assistant	$65.00	per hour

LITIGATION

Data Review/Consultation	$225.00	per hour
Depositions/Expert Witness Testimony	$320.00	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	$21.00	each
Color photography versions	$32.00	each

PREMIUM CHARGES

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

NOTE:

Premium Charges also apply to Field Services shown on Page 2

FIELD SERVICES

CONCRETE & REINFORCING STEEL

Ball Penetration (Kelly Ball)	$115.00 /hr.
Batch Plant Inspection	$85.00 /hr.
CaCl Moisture Emission Test Kit	$30.00 /kit
CaCl Moisture Emission Testing	$85.00 /hr.
CLSM/CDF/Slurry Testing	$85.00 /hr.
Concrete Mix Design Review	$155.00 /hr.
Concrete Placement Obs/Cast Cylinder	$85.00 /hr.
Concrete Rebound Number Testing	$115.00 /hr.
Concrete Trial Batch	$85.00 /hr.
Floor Flatness Testing	$115.00 /hr.
High Strength Grout Sampling / Testing	$85.00 /hr.
Rebar / Post Tension Special Inspection	$90.00 /hr.
Rebar Location / Pachometer	$115.00 /hr.
Rebar Placement Inspection	$90.00 /hr.
Reinforcing Steel Sampling/Tagging	$85.00 /hr.
Relative Humidity Testing	$115.00 /hr.
Shotcrete Special Inspection	$85.00 /hr.
Transport Cylinders / Samples to Lab	$85.00 /hr.

CORING

Coring (Technician + equipment)	$115.00 /hr.
Coring (Technician assistant)	$85.00 /hr.

POST-INSTALLED ANCHORS

Concrete Anchor Installation Inspection	$85.00 /hr.
Concrete Anchor Proof Load Testing	$115.00 /hr.
Concrete Anchor Torque Testing	$90.00 /hr.
Suspended Ceiling Inspection / Testing	$115.00 /hr.

STRUCTURAL STEEL

Fireproofing Special Inspection / Testing	$85.00 /hr.
High Strength Bolt Special Inspection	$90.00 /hr.
Non-Destructive Testing - UT/MT/PT	$100.00 /hr.
Welding Special Inspection - Field	$90.00 /hr.
Welding Special Inspection - Shop	$90.00 /hr.

MASONRY

In-Place Masonry Flatjack Testing	$140.00 /hr.
In-Place Masonry Shear Testing	$115.00 /hr.
Masonry Materials Sampling / Testing	$85.00 /hr.
Masonry Special Inspection	$85.00 /hr.
Masonry Special Inspection DSA Certified	$95.00 /hr.

SOILS & ASPHALT CONCRETE

Asphalt Concrete Inspection / Testing	$90.00 /hr.
Asphalt Concrete Materials Sampling	$90.00 /hr.
Building Pad Special Inspection / Testing	$90.00 /hr.
Deep Foundation Inspection	$90.00 /hr.
Flatwork AB Inspection / Testing	$90.00 /hr.
Flatwork Subgrade Inspection / Testing	$90.00 /hr.
Grading Inspection / Testing	$90.00 /hr.
Hand Augering and Sampling	$115.00 /hr.
Pavement AB Inspection / Testing	$90.00 /hr.
Pavement Subgrade Inspection / Testing	$90.00 /hr.
Proof Rolling Observation	$90.00 /hr.
Shallow Foundation Inspection	$90.00 /hr.
Slab Subgrade Soil Moisture Tests	$90.00 /hr.
Soil / Aggregate Sampling	$90.00 /hr.
Soil Treatment Testing / Observation	$90.00 /hr.
Structure Backfill Inspection / Testing	$90.00 /hr.
Subgrade Stabilization Observation	$90.00 /hr.
Utility Trench Backfill Testing	$90.00 /hr.
WKA Drill Rig (including operator)	$250.00 /hr.
WKA Drill Rig (helper)	$90.00 /hr.

SPECIALIZED SERVICES

Coefficient of Friction Testing	$115.00 /hr.
Existing Building Evaluation / Demo	$85.00 /hr.
Existing Building Evaluation / Document	$85.00 /hr.
Existing Building Evaluation / Repair	$85.00 /hr.
FRP Installation Inspection	$85.00 /hr.
GFRC Inspection / Testing	$85.00 /hr.
Meggar Ground Testing	$115.00 /hr.
Prestress Framing Installation	$85.00 /hr.
Proto Wall Inspection / Testing	$85.00 /hr.
Roofing Inspection	$85.00 /hr.
Shear Nailing Inspection	$85.00 /hr.
Thickness Testing - Coating / Steel	$85.00 /hr.
Timber Framing / Hardware Inspection	$85.00 /hr.
Vapor Barrier Inspection	$85.00 /hr.

GENERAL

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

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

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	$145.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	$50.00	each
Compaction Characteristics	ASTM D698	$200.00	each
Compaction Characteristics	ASTM D1557	$235.00	each
Compaction Characteristics	CTM 216	$240.00	each
Expansion Index	ASTM D4829	$170.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	$400.00	each
Moisture Content	ASTM D2216	$25.00	each
Organic Content	ASTM D2974	$90.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	$235.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	$290.00	each
Sieve Analysis - Sieve only (Coarse or Fine)	ASTM C136/D1140	$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	$90.00	each
Sieve Analysis - Sieve & Hydrometer	ASTM D422	$160.00	each
Specific Gravity of Soils	ASTM D854	$125.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	$250.00	each
Triaxial Compression Test, 3 Pt Staged - Undisturbed	ASTM D4767	$295.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	$275.00	each
Triaxial Compression Test, 3 Pt Staged - Remolded	ASTM D4767	$370.00	each
Unconfined Compression Test	ASTM D2166	$110.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	$35.00	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	$235.00	each
Sand Equivalent, 1 point	CTM 217	$70.00	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	$230.00	each
Hveem Compacted Unit Weight, 1 point	ASTM D1560/D2726 CTM 304/308	$90.00	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

LABORATORY SERVICES

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
Flexural Strength Test, Concrete Beam	ASTM C78	$90.00	each
Laboratory Drying Shrinkage Test, set of 3	ASTM C157	$475.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	$65.00	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	$150.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	$90.00	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
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	$100.00	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 Testing	ASTM E18	$75.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1.1, ASTM E190	$75.00	per test
Welder Qualification Test Inspection		$80.00	per hour
Welder Qualification Test Record		$95.00	each