

**Professional Services Agreement**

This Agreement is entered into between the Alameda Unified School District (AUSD) and Wallace-Kuhl & Associates (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

**1. Services.** The CONTRACTOR shall provide the following services:

Encinal High School Modernization (Phase 2):  
Provide testing and inspection services.  
Per attached Wallace-Kuhl & Associates proposal, dated 5-2-2020.

**2. Terms.** The term of this agreement shall be upon contract execution (or the day immediately following approval by an executive cabinet member if the aggregate amount CONTRACTOR contracted with AUSD is below \$95,200 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$95,200, whichever is later) to February 26, 2021. The work shall be completed no later than February 26, 2021.

**3. Compensation. Check one of the following boxes:**

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

- 3.1.1  CONTRACTOR is providing services for a flat fee which shall not exceed \$\_\_\_\_\_.
- 3.1.2  CONTRACTOR will be compensated at an hourly rate. Contractor will provide a maximum of hours of service at a rate of \$\_\_\_\_\_ per hour for a total not to exceed \$\_\_\_\_\_.
- 3.1.3  Other: \$42,405 - Based on attached 2020P Schedule of fees.

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows: \_\_\_\_\_  
which shall not exceed a total cost of \$\_\_\_\_\_.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

**4. Strategic Alignment. Check one of the following boxes:**

- 4.1  **School-based Agreements:** How does this service support your academic goals and increase student achievement as described in the Board-approved School Site Plan? It aligns with the board approved Implementation Plan B for school site specific improvements.
- 4.2  **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? \_\_\_\_\_

**5. Conduct of Contractor.** CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications, prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9, which include:

**5.1 Tuberculosis Screening. Check one of the following boxes:**

- 5.1.1  TB Clearance will be completed through the AUSD Human Resources Department prior to starting work.
- 5.1.2  Agency requires all employees or subcontractors to complete TB testing and maintains current records accessible to AUSD upon request.
- 5.1.3  **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students on more than an occasional basis.  
KKW (CONTRACTOR initials)  
\_\_\_\_\_ (District Representative initials)

**5.2 Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the District under this Agreement."

5.2.1  Fingerprint Clearance will be completed through the AUSD Human Resources Department prior to starting work.

5.2.2  Agency requires all employees or subcontractors to complete fingerprinting and maintains current records accessible to AUSD upon request.

5.2.3  Waiver of Fingerprint Requirement. CONTRACTOR is not required to comply with section 5.2 because CONTRACTOR's services are of limited duration and District employees will directly supervise CONTRACTOR at all times that CONTRACTOR is in the presence of students.

KKW (CONTRACTOR initials)

\_\_\_\_\_ (District Representative initials)

5.3 **Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. **Insurance.** CONTRACTOR will provide AUSD with evidence of the following insurance coverage prior to commencing the work under this Agreement:

6.1 **Workers' Compensation Insurance. Check one of the following boxes.** If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check only one of the boxes below:

The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement. \*CONTRACTOR acknowledgement Leather Woodhead Wallace - Kuhl + Assoc.

The CONTRACTOR does not employ anyone in the manner subject to the Workers' Compensation laws of California.

6.2 **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance, including automobile coverage when applicable, with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to AUSD and shall name AUSD as an additional insured with endorsement. Inclusion of AUSD as an additional insured shall not affect AUSD's right to a claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. CONTRACTOR will provide AUSD proof of coverage naming AUSD as additional insured before commencing the performance of the work of this Agreement.

\* CONTRACTOR acknowledgement Leather Woodhead Wallace - Kuhl + Assoc.

**6.3 Professional Liability Insurance.** If CONTRACTOR is offering AUSD professional advice under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**6.3.1**  **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

\_\_\_\_\_ (CONTRACTOR initials)

\_\_\_\_\_ (District Representative initials)

**7. Notices.** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**AUSD Representative:**

Name: Robbie Lyng

E-mail: rlyng@alamedaunified.org

Site/Dept: Construction

Address: 2060 Challenger Dr. Alameda, Ca 94501

Phone: 510-337-7020

**CONTRACTOR:**

Name: Karlton Windhorst

Title: Regional Manager, Special Inspection Services

Address: 3050 Industrial Blvd

West Sacramento, CA 95691

Email: kwindhorst@wallace-kuhl.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

**8. Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

**8.1** Invoices shall be emailed directly to [accountspayable@alamedaunified.org](mailto:accountspayable@alamedaunified.org) or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

**9. Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

**10. Contractor Qualifications / Performance of Services.**

**10.1** Contractor Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.

**10.2** Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- 11. Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the District's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
- 12. Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.
- 13. Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 14. Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 15. Indemnification.** CONTRACTOR agrees to hold harmless, indemnify, and defend AUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend AUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of the Agreement. This provision survives termination of this Agreement.
- 16. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork,

copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.

17. **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
19. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
  - 20.1 Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - 20.2 Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of AUSD Liability.** Other than as provided in this Agreement, AUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following:(a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the District any unauthorized access to the student data.

- 23. Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.
- 24. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 25. Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 26. Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 27. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
- 28. Contract Publicly Posted.** This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.
- 29. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
- 30. Force Majeure.** At the District's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The District shall not be responsible for any costs associated with this Agreement while performance is so excused.
- 31. Other.** Additional terms attached or edits to must be approved by legal counsel representing AUSD.

Revised: 7/2020

I. SITE

**CONTRACTOR**

Print Name & Title: Wallace-Kuhl + Associates / Regional Manager

CONTRACTOR Signature: [Signature] Date: 9-15-20

**SOURCE OF FUNDS**

Unrestricted Funds (general fund) \_\_\_\_\_ Donated Funds \_\_\_\_\_ Restricted Funds \_\_\_\_\_

Budget Code: 21-9503-0-0000-8500-6280-023-77-3036

Requesting Administrator \_\_\_\_\_ ("wet" signature required) Date \_\_\_\_\_

The person(s) signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.

**FORWARD TO:** Business Services for review and processing

II. HR

Human Resource Approval  Yes  No

Signature of Human Resource Administrator \_\_\_\_\_ Date \_\_\_\_\_

III. CABINET

- Superintendent, Pasquale Scuderi
- Chief Human Resources Officer, Tim Erwin
- Chief Academic Officer, Sara Stone
- Chief Student Support Officer, Kirsten Zazo
- Chief Business Officer, Shariq Khan

Signature of Cabinet Member \_\_\_\_\_ Date \_\_\_\_\_

IV. BOARD

**BOE Approval Required for Contracts Equal To Or Greater Than \$95,200:**

Signature of President, Board of Education \_\_\_\_\_ Date \_\_\_\_\_

Signature of Secretary, Board of Education \_\_\_\_\_ Date \_\_\_\_\_



**Instructions to Independent Contractors**

*Contractors who are not corporations should complete this form and submit with other contract documents.  
Check all items that are true and correct. Contractor must inform Fiscal Services if business is converted into a corporation.*

**INDEPENDENT CONTRACTOR STATUS CHECKLIST  
(Employee v. Independent Contractor)**

Independent Contractor's Name:  _____	STRS member?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Current AUSD employee or substitute?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**LABOR CODE FACTORS (§ 2750.3) – ALL 3 MUST APPLY**

- CONTRACTOR** and its workers are free from the control and direction of the District in connection with the performance of the work, both under the contract for the performance of the work and in fact.
- The work to be performed by the **CONTRACTOR** and its workers is outside the usual course of the District's business.
- CONTRACTOR** is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

**IRS COMMON LAW FACTORS:**

- NO INSTRUCTIONS:** The worker will not be required to follow explicit instructions to accomplish the job. AUSD may provide job specifications, however.
- NO TRAINING:** The worker will not receive training provided by AUSD. The worker will use independent methods to accomplish the work.
- RIGHT TO HIRE OTHERS:** The worker is being hired to provide a result and will have the right to hire others to do the actual work/job.
- WORK NOT ESSENTIAL TO AUSD:** AUSD's success or continuation does not depend on the services of the worker.
- OWN WORK HOURS:** The worker will establish the work hours for the job.
- NOT A CONTINUING RELATIONSHIP:** The worker will not have a continuing relationship with AUSD. If the relationship is frequent, it will be at irregular intervals, or call (no full-time), or whenever work is available.
- CONTROL OF ASSISTANTS:** If assistants are hired, it will be at the worker's sole discretion. The worker will be responsible for hiring, supervising, and paying those assistants.
- TIME TO PURSUE OTHER WORK:** The worker will have time to pursue other gainful work.
- JOB LOCATION:** The worker will control the job location if work is performed on AUSD's premises; AUSD will not direct or supervise the work.
- ORDER OF WORK:** The worker will determine the order and sequence in which the job will be performed.
- BASIS OF PAYMENT:** The worker will be paid by the job or project, not by actual time expended. Periodic payments may

be made, though, based on a percentage of the completed job. Also, overall compensation may be based on the projected number of days/hours needed to do the job times a fixed daily/hourly rate. However, this compensation will be set in advance of the job.

- WORK FOR MULTIPLE FIRMS:** The worker may work for more than one firm or agency at a time.
- BUSINESS EXPENSES:** The worker will be responsible for incidental or special business expenses.
- OWN TOOLS/EQUIPMENT:** The worker will furnish the tools/equipment needed for the job. If AUSD leases equipment to the worker, the terms will be equivalent to what an independent business person could have obtained in the open market.
- SIGNIFICANT INVESTMENT:** The worker can perform services without hiring AUSD's facilities (equipment, office furniture, machinery, etc.). The worker's investment in his/her trade is real, essential, and adequate.
- SERVICES AVAILABLE TO GENERAL PUBLIC:** The worker makes his/her services available to the general public by (check one or more):
  - Having an office and assistants
  - Advertising his/her services (e.g., business cards, letterhead, telephone book, other)
  - Having business signs
  - Having a business license
  - Listing services in a business directory
  - Other
  - (Attached copies of business license, business cards, letterhead, advertisements)
- POSSIBLE PROFIT OR LOSS:** The worker can make a profit or a loss (check one or more):
  - The worker hires, directs, and pays assistants
  - The worker has his/her own office, equipment, materials, or facilities
  - The worker has continuing and recurring liabilities
  - The worker has agreed to perform specific jobs for prices agreed upon in advance
  - The worker's services affect his/her own business reputation
- LIMITED RIGHT TO DISCHARGE:** The worker cannot be fired so long as a result is produced which meets the contract specifications.
- NO COMPENSATION FOR NON-COMPLETION:** The worker is responsible for the satisfactory completion of the job and is not entitled to compensation in case of non-completion.
- NO INTERIM REPORTS:** The worker is hired for the final result, and therefore, the worker will be asked for progress or interim reports. (Note: Reports which are defined in the Independent Contractor Agreement as an expected final result of the agreement or which are required by state or federal law are part of the services contracted for and are not considered "interim" or "progress" reports.)

I, \_\_\_\_\_ (contractor's printed name), certify that all the statements as checked above are true and correct according to the best of my knowledge.

Signature: \_\_\_\_\_



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

May 5, 2020

**DSA File No. 1-H1**  
**DSA App. No. 01-118457**  
**LEA No. 227**

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

Robbie Lyng  
Alameda Unified School District  
2060 Challenger Drive  
rlyng@alamedaunified.org

*Cost Proposal - Testing and Inspection Services*

**ENCINAL JUNIOR AND SENIOR HIGH SCHOOL PHASE II CAMPUS MODERNIZATION**

201 Central Avenue  
Alameda, California

Wallace-Kuhl and Associates is pleased to submit this proposal to provide testing and inspection services during relatively minor modernization work at the Encinal Junior and Senior High School campus.

Please Note: Wallace Kuhl & Associates will not be accepting responsibility as the Geotechnical Engineer of record for this project.

Our budget estimate is based on our review of the construction documents and discussions with project personnel. We understand our scope of work would include inspection and testing of foundation concrete, reinforcing steel, post installed concrete anchors and structural steel as required by the project documents, as well as preparation of the DSA required documentation.

Based on our experience, we estimate that our fee for the special inspection and testing services required for this project would be approximately \$42,405. Billing would be only for work performed and determined based on the attached 2020P Schedules of Fees. Please be aware that we bill for our hourly services on a portal-to-portal basis from our nearest 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.

In order to provide the most efficient and responsive service, scheduling for inspections must be made at least 24 hours in advance of the work. In addition, it is considered essential that the contractor be notified well in advance of your intention to have special inspection and testing performed, so that they are prepared for the required inspections. Please notify us immediately if the inspection is canceled so that you do not incur a trip charge.

ENCINAL JUNIOR AND SENIOR HIGH SCHOOL PHASE 11 CAMPUS MODERNIZATION  
May 5, 2020

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.

Our agreement for this work is attached to this proposal. If this proposal is acceptable, please sign the 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.

Wallace - Kuhl & Associates



Karlton Windhorst  
Regional Manager

Attachments: Budget Estimate  
Construction Testing Agreement  
2020P Fee Schedules



Budget Estimate  
**ENCINAL JUNIOR AND SENIOR HIGH SCHOOL PHASE II CAMPUS MODERNIZATION**  
 Alameda, California  
 Page 1

	Unit	Cost (\$) Per Unit	Estimated Days	Estimated Quantity	Total
<b>CONCRETE TESTING AND INSPECTION</b>					
Concrete Mix Design Review by Senior Engineer	each	\$ 190.00	2	1	\$ 380.00
Reinforcing Steel Sampling and Tagging	hour	\$ 110.00	6	5	\$ 3,300.00
Batch Plant Inspection	hour	\$ 110.00	16	1	\$ 1,760.00
Concrete Placement T&I					
Continuous and Spread Footings	hour	\$ 110.00	1	6	\$ 660.00
Slab-on-Grade	hour	\$ 110.00	3	8	\$ 2,640.00
Door Infills	hour	\$ 110.00	3	5	\$ 1,650.00
ADA Ramps and Stairs	hour	\$ 110.00	5	6	\$ 3,300.00
Miscellaneous	hour	\$ 110.00	4	4	\$ 1,760.00
Retrieve Test Samples	hour	\$ 110.00	16	1	\$ 1,760.00
Laboratory Testing					
Concrete Test Cylinders - 16 sets of 4	each	\$ 30.00	N/A	64	\$ 1,920.00
Reinforcing Steel Tensile Testing	each	\$ 90.00	N/A	10	\$ 900.00
Reinforcing Steel Bend Testing	each	\$ 50.00	N/A	10	\$ 500.00
<b>CONCRETE TOTAL</b>					<b>\$ 20,530.00</b>
<b>POST-INSTALLED CONCRETE ANCHORS TESTING AND INSPECTION</b>					
Concrete Anchor Installation Inspection	hour	\$ 110.00	8	5	\$ 4,400.00
Concrete Anchor Proof Load Testing	hour	\$ 140.00	8	6	\$ 6,720.00
<b>ANCHOR TOTAL</b>					<b>\$ 11,120.00</b>
<b>STRUCTURAL STEEL TESTING AND INSPECTION</b>					
Shop Welding Inspection - assuming local fabricator	hour	\$ 115.00	10	5	\$ 5,750.00
<b>STRUCTURAL STEEL TOTAL</b>					<b>\$ 5,750.00</b>
<b>PROJECT ADMINISTRATION, REVIEW &amp; REPORTS</b>					
Project Administration	hour	\$ 115.00	5	1	\$ 575.00
Senior Engineer - Report Review / DSA Documentation	hour	\$ 190.00	2	1	\$ 380.00
Mileage	Mile	\$ 0.75	54	100	\$ 4,050.00
<b>PROJECT ADMINISTRATION TOTAL</b>					<b>\$ 5,005.00</b>
<b>PROJECT TOTAL</b>					<b>\$ 42,405.00</b>

**BUDGET ASSUMPTIONS:**



**PROFESSIONAL SERVICES**

**PROFESSIONAL SERVICES**

Principal Engineer / Geologist	\$190.00	per hour
Senior Engineer / Geologist	\$190.00	per hour
Senior Environmental Scientist	\$190.00	per hour
Project Engineer / Geologist	\$155.00	per hour
Project Environmental Scientist	\$155.00	per hour
Senior Staff Engineer / Geologist	\$145.00	per hour
Senior Staff Environmental Scientist	\$145.00	per hour
Staff Engineer / Geologist	\$140.00	per hour
Staff Environmental Scientist	\$140.00	per hour
Senior Environmental Technician	\$115.00	per hour
Senior / Supervising Technician	\$115.00	per hour
Draftsperson / GIS Technician	\$110.00	per hour
Administrative Assistant	\$85.00	per hour

**FIELD INVESTIGATION TESTING**

Seismic Refraction Survey	\$190.00	per hour
Thermal Resistivity Testing	\$190.00	per hour
Electrical Resistivity Survey	\$190.00	per hour
Hand Augering/Sampling - Engineer	\$170.00	per hour
Photoionization Detector	\$190.00	per hour
Rebar Location / GPR	\$310.00	per hour

**LITIGATION**

Data Review/Consultation	\$275.00	per hour
Depositions/Expert Witness Testimony	\$380.00	per hour

**EXPENSES**

Vehicle Charges ( <i>Subject to periodic adjustment due to fuel cost</i> )	\$0.75	per mile
Subsistence	\$70.00	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, and over 8 hrs on Saturday	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 work 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)	\$140.00 /hr.
Batch Plant Inspection	\$110.00 /hr.
CaCl Moisture Emission Test Kit	\$35.00 /kit
CaCl Moisture Emission Testing	\$105.00 /hr.
CLSM/CDF/Slurry Testing	\$105.00 /hr.
Concrete Mix Design Review	\$190.00 /hr.
Concrete Placement Obs/Cast Cylinder	\$110.00 /hr.
Concrete Rebound Number Testing	\$140.00 /hr.
Concrete Trial Batch	\$110.00 /hr.
Floor Flatness Testing	\$140.00 /hr.
High Strength Grout Sampling / Testing	\$110.00 /hr.
Rebar / Post Tension Special Inspection	\$115.00 /hr.
Rebar Location / GPR	\$310.00 /hr.
Rebar Location / Pachometer	\$140.00 /hr.
Rebar Placement Inspection	\$115.00 /hr.
Reinforcing Steel Sampling/Tagging	\$110.00 /hr.
Relative Humidity Testing	\$140.00 /hr.
Shotcrete Special Inspection	\$110.00 /hr.
Transport Cylinders / Samples to Lab	\$110.00 /hr.

**CORING**

Coring (Technician + equipment)	\$140.00 /hr.
Coring (Technician assistant)	\$110.00 /hr.

**POST-INSTALLED ANCHORS**

Concrete Anchor Installation Inspection	\$110.00 /hr.
Concrete Anchor Proof Load Testing	\$140.00 /hr.
Concrete Anchor Torque Testing	\$115.00 /hr.
Suspended Ceiling Inspection / Testing	\$140.00 /hr.

**STRUCTURAL STEEL**

Fireproofing Special Inspection / Testing	\$110.00 /hr.
High Strength Bolt Special Inspection	\$115.00 /hr.
Material Identification	\$115.00 /hr.
Non-Destructive Testing - UT/MT/PT	\$125.00 /hr.
Tower Certified Special Inspector	\$140.00 /hr.
Welding Special Inspection - Field	\$115.00 /hr.
Welding Special Inspection - Shop	\$115.00 /hr.

**MASONRY**

In-Place Masonry Flatjack Testing	\$170.00 /hr.
In-Place Masonry Shear Testing	\$140.00 /hr.
Masonry Materials Sampling / Testing	\$110.00 /hr.
Masonry Special Inspection	\$110.00 /hr.
Masonry Special Inspection DSA Cert.	\$120.00 /hr.

**SOILS & ASPHALT CONCRETE**

Asphalt Concrete Inspection / Testing	\$115.00 /hr.
Asphalt Concrete Materials Sampling	\$115.00 /hr.
Building Pad Special Inspection / Testing	\$115.00 /hr.
Deep Foundation Inspection	\$115.00 /hr.
Flatwork AB Inspection / Testing	\$115.00 /hr.
Flatwork Subgrade Inspection / Testing	\$115.00 /hr.
Grading Inspection / Testing	\$115.00 /hr.
Hand Augering and Sampling	\$145.00 /hr.
Pavement AB Inspection / Testing	\$115.00 /hr.
Pavement Subgrade Inspection / Testing	\$115.00 /hr.
Proof Rolling Observation	\$115.00 /hr.
Shallow Foundation Inspection	\$115.00 /hr.
Slab Subgrade Soil Moisture Tests	\$115.00 /hr.
Soil / Aggregate Sampling	\$115.00 /hr.
Soil Treatment Testing / Observation	\$115.00 /hr.
Structure Backfill Inspection / Testing	\$115.00 /hr.
Subgrade Stabilization Observation	\$115.00 /hr.
Utility Trench Backfill Testing	\$115.00 /hr.
WKA Drill Rig (including operator)	\$235.00 /hr.
WKA Drill Rig (helper)	\$115.00 /hr.

**SPECIALIZED SERVICES**

Coefficient of Friction Testing	\$145.00 /hr.
Crack Monitoring	**
Epoxy / FRP Installation Inspection	\$110.00 /hr.
Existing Building Evaluation / Demo	\$110.00 /hr.
Existing Building Evaluation / Document	\$110.00 /hr.
Existing Building Evaluation / Repair	\$110.00 /hr.
Field Investigate Support	\$110.00 /hr.
Firestopping Inspection	\$125.00 /hr.
GFRG Inspection / Testing	\$110.00 /hr.
Glulam / Truss Fabrication Inspection	\$120.00 /hr.
Glulam / Truss Inspection Travel	\$85.00 /hr.
Meggar Ground Testing	\$140.00 /hr.
Prestress Framing Installation	\$110.00 /hr.
Proto Wall Inspection / Testing	\$110.00 /hr.
Roofing Inspection	\$110.00 /hr.
Shear Nailing Inspection	\$110.00 /hr.
Soil Elect. Resitivity Testing - Technician	\$145.00 /hr.
Thickness Testing - Coating / Steel	\$140.00 /hr.
Timber Framing / Hardware Inspection	\$110.00 /hr.
Timber-in-Structure Inspection	\$140.00 /hr.
Vapor Barrier Inspection	\$110.00 /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.



**LABORATORY SERVICES**

**SOIL**

Atterberg Limits (LL/PI)	ASTM D4318	\$160.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	\$60.00	each
Compaction Characteristics	ASTM D698	\$260.00	each
Compaction Characteristics	ASTM D1557	\$260.00	each
Compaction Characteristics	CTM 216	\$260.00	each
Consolidation (8 loads + 1 rebound)	ASTM D2435	\$470.00	each
Consolidation (additional loads)	ASTM D2435	\$55.00	each
Expansion Index	ASTM D4829	\$195.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	\$420.00	each
Lime-Treated Unconfined Compression	CTM 373	\$800.00	each
Moisture Content	ASTM D2216	\$30.00	each
Organic Content	ASTM D2974	\$100.00	each
Particle-Size Distribution - Hydrometer	ASTM D7928	\$160.00	each
Particle-Size Distribution - Sieve Analysis	ASTM D6913	\$110.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	\$315.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	\$265.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	\$95.00	each
Specific Gravity of Soils	ASTM D854	\$140.00	each
Thermal Resistivity	ASTM D5334	\$80.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	\$335.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	\$260.00	each
Triaxial Compression Test, 3 Pt. Staged - Remolded	ASTM D4767	\$390.00	each
Triaxial Compression Test, 3 Pt. Staged - Undisturbed	ASTM D4767	\$305.00	each
Unconfined Compression Test	ASTM D2166	\$110.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	\$40.00	each

**AGGREGATE**

Aggregate Unit Weight	ASTM C29	\$60.00	each
Clay Lumps and Friable Particles	ASTM C142	\$160.00	per size
Cleanness Value	CTM 227	\$170.00	each
Durability Index (Coarse or Fine)	CTM 229	\$165.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$120.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205	\$120.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	\$65.00	each
Resistance "R" Value - Aggregate	CTM 301	\$315.00	each
Sand Equivalent, 1 point	CTM 217	\$100.00	each
Sand Equivalent, 3 points	CTM 217	\$135.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202	\$110.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117	\$95.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	\$160.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	\$130.00	each

**ASPHALT CONCRETE**

Asphalt Content (Ignition Oven)	ASTM D6307, CTM 382	\$260.00	each
Hveem Compacted Unit Weight, 1 point	ASTM D1560/D2726		
	CTM 304/308	\$110.00	each
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	\$360.00	each
Marshall Compacted Unit Weight, 1 point	ASTM D6926/D2726	\$110.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202	\$180.00	each
Stabilometer Value, 1 point	CTM 366	\$135.00	each
Theoretical Maximum Density	ASTM D2041, CTM 309	\$160.00	each
Thickness of AC Cores	ASTM D3549	\$20.00	each
Unit Weight of AC Cores	ASTM D2726, D1188, CTM 308	\$60.00	each





**LABORATORY SERVICES**

**CONCRETE**

Compression Test, Concrete Cylinder	ASTM C39	\$30.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	\$25.00	each
Compression Test, Concrete Core	ASTM C42, C39	\$85.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	\$110.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	\$45.00	each
Concrete Cylinder Mold		\$7.00	each
Density / Unit Weight of Concrete	ASTM C567, C642	\$100.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	\$115.00	each
Laboratory Drying Shrinkage Test, per beam	ASTM C157	\$195.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	\$85.00	each

**MASONRY**

Brick			
Compression Test	ASTM C67	\$70.00	each
Modulus of Rupture	ASTM C67	\$80.00	each
Absorption	ASTM C67	\$95.00	each
Concrete Masonry Unit			
Compression Test	ASTM C140	\$80.00	each
Absorption & Moisture Content	ASTM C140	\$80.00	each
Linear Drying Shrinkage	ASTM C426	\$220.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	\$140.00	each
Compression Test, Masonry Grout	ASTM C1019	\$45.00	each
Compression Test, Mortar	ASTM C780/C109	\$40.00	each
Core Shear Test	CBC Section 2105A	\$95.00	each
Masonry Core Compression Test	CBC Section 2105A	\$80.00	each

**STEEL**

Anchor Bolt Tensile Test	ASTM F606	\$110.00	each
Fireproofing Density Test	ASTM E605	\$100.00	each
High Strength Bolt Assembly Laboratory Testing			
Bolt - Wedge Tension Test	ASTM F606	\$80.00	each
Bolt - Proof Load Test	ASTM F606	\$80.00	each
Bolt - Hardness Test	ASTM E18	\$40.00	each
Nut - Proof Load Test	ASTM F606	\$80.00	each
Nut - Hardness Test	ASTM E18	\$40.00	each
Washer - Hardness Test	ASTM E18	\$40.00	each
Prestressing Steel Strand Tensile Test	ASTM A416/A1061	\$150.00	each
Reinforcing Steel (Rebar) Tensile Test			
Up to No. 7	ASTM A615, A706/A370	\$90.00	each
From No. 8 through No. 14	ASTM A615, A706/A370	\$120.00	each
Reinforcing Steel (Rebar) Bend Test	ASTM A615, A706/A370	\$50.00	each
Structural Steel Tensile Test			
Up to 3/4"	ASTM A370	\$110.00	each
Sizes Larger Than 3/4"	ASTM A370	\$125.00	each
Machining of Test Specimens		cost plus 20%	
Structural Steel Hardness Test	ASTM E18	\$85.00	each
Torque Wrench Calibration Test (min. of 4 wrenches)		\$85.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1.1, ASTM E190	\$85.00	per test
Welder Qualification Test Inspection		\$95.00	per hour
Welder Qualification Test Record		\$100.00	each

**TESTING SERVICES**

Laboratory Technician		\$95.00	per hour
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