

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Terracon Consultants, Inc. (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 (include location, dates, to whom services are provided):

Terracon is tasked to provide construction testing materials testing and special inspection services to support the Measure B - Alameda High Swim Center project.

Terracon Consultants, Inc. is included in the District's pool of qualified contractors through Request for Qualifications ("RFQ") process for Construction Testing and Inspection Services dated September 25, 2023.

2. Terms. The term of this agreement shall be from 06/26/2024 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$114,500; or, approval by the Board of Education if the total contract(s) exceeds \$114,500) to 06/30/2025. The work shall be completed no later than 05/31/2025.

3. Compensation. 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. **Select one of the following:**

- 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 hours of service at a rate of \$_____/hour for a total not to exceed \$_____.
- 3.1.3 Other: \$150,018.00 per attached proposal 05/21/2024.

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 AUSD and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Select one of the following:

4.1 **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

4.2 **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Professional testing for safe and compliant construction of the facility.

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

5.1 Tuberculosis Screening. Select one of the following:

5.1.1 TB Clearance will be completed through AUSD prior to starting work or such records are already on file.

5.1.2 Agency certifies that they require all employees or subcontractors to complete TB testing and maintain such records.

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 more than eight (8) hours.

MP (CONTRACTOR initials)

MP (AUSD 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 AUSD under this Agreement."

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation 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.

Waiver of Professional Liability Insurance. CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

_____ (CONTRACTOR initials)

_____ (AUSD Representative initials)

6.4 Proof of Carriage of Insurance. CONTRACTOR shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

6.4.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

6.4.2 An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.

6.4.3 All policies shall be written on an occurrence form.

6.4.4 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. Notices. All notices 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	CONTRACTOR
Name: <u>Monty Patterson</u>	Name: <u>Troy Schiess</u>
Title: <u>Senior Director of Construction</u>	Title: <u>Office Manager III</u>
Address: <u>2060 Challenger Drive</u> <u>Alameda, CA 94501</u>	Address: <u>902 Industrial Way</u> <u>Lodi, CA 95240</u>
Email: <u>mpatterson@alamedaunified.org</u>	Email: <u>troy.schiess@terracon.com</u>

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.

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 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 schools.

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 AUSD'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. Site Access/Security. While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.

14. 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.

- 15. 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.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees
- 17. 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, artworkcopy, 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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:
- 21.1** Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 21.2** Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

- 22. 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.
- 23. Confidentiality.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of 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 AUSD any unauthorized access to the student data.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. Agreement Contingent on Governing Board Approval.** The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 28. 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.

- 29. 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.
- 30. 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.
- 31. Force Majeure.** At the AUSD'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 AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.
- 32. Other.** Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR

Print Name & Title: Troy M Schiess, Principal, Office Manager, PE

CONTRACTOR Signature:  Date: 06/17/2024

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds (Fund 01) Donated Funds Restricted Funds

Budget Code: 21-9504-0-0000-8500-6215-022-77-3001

Monty Patterson 06/17/2024
Requesting Administrator 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.

SEND TO: Business Services

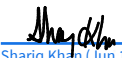
II. HR

Human Resource Approval Yes No

 06/18/2024
Signature of Human Resource Administrator Date

III. BOARD DELEGATES

- Superintendent, Pasquale Scuderi
- Assistant Superintendent of Human Resources, Tim Erwin
- Assistant Superintendent of Educational Services, Kirsten Zazo
- Assistant Superintendent of Business Services, Shariq Khan


Shariq Khan (Jun 18, 2024 08:00 PDT) 06/18/2024
Signature of Superintendent or Assistant Superintendent Date

IV. BOARD

BOE Approval Required for Contracts Equal To Or Greater Than \$114,500:

Signature of President, Board of Education Date

Signature of Secretary, Board of Education Date

Proposal for Construction Materials Testing & Special Inspection Services
AHS Swim Center ■ Alameda, California
May 21st, 2024 ■ Proposal No. PR1241069

Construction Material Testing Services Proposal

PROJECT MANAGEMENT (approx. 6 months)

- 1) Initial Project management & Administrative Costs
 - a. Kick-off Meeting with Owner 2 hrs

- 2) Project management & Administrative Costs
 - a. PM Involvement 0.5 hrs/week (6 months) = 13 hrs
 - b. Admin Weekly Involvement 0.5 hrs/week (6 months) = 13 hrs

Competition Swimming Pool & Practice Swimming Pool

- 1) Concrete observation, field testing, and sampling for compressive strength testing (bottom slab (3 visit), and pool decks (3 visit)– Total: 6 visits
- 2) Concrete Cylinder Sample Pick-up after each concrete placement- Total 2 visits
- 3) Shotcrete prequalification – 1 visits for coring, 1 visit for observation Total: 2 visits
 - a. Shotcrete Prequalification Panels:
 - b. One test panel to be built per nozzleman (two nozzleman assumed)
 - c. Three 4-inch diameter reinforced cores for grading per nozzlemen, three 4-inch diameter unreinforced cores for strength tests per nozzlemen
- 4) Shotcrete for the walls – 6 visits for observation and sampling
- 5) Post-installed Anchors for equipment– Total: 4 visits

Field Inspections

Concrete Inspection & Sampling - 6 visits
Concrete Batch plant observation - 2 visits
Shotcrete Inspection & Sampling – 8 visits
Post Installed Anchor Inspection – 4 visits
Anchor/Dowel Pull Test (Field Inspection) – 4 visits

Laboratory Tests

Reinforcement Tensile & Bend Test: <#6 to #9 – 6 each
Concrete Compressive Strength Cylinders - 40 each
Shotcrete Core Compressive Strength – 24 each
Anchor Bolt and Rods Testing – 2 each

Shop Inspections

Rebar Sampling and Tagging – 4 visits to the rebar shop

Existing Swim Center Building, Mechanical Equipment Enclosure (1,175 sf) & Retaining Walls & Flatwork Hardscape

Assumed the extension of the existing pool building and mechanical equipment building will be built at the same time. Below are the anticipated number of visits for special inspections.

- 1) Concrete observation, field testing, and sampling for compressive strength testing for foundation (1 visit), perimeter and interior grade beams (1 visit), slab on grade (1 visit), enclosure building flat work (1 visit) – Total: 4 visits
- 2) Concrete Cylinder Sample Pick-up after each concrete placement- Total 2 visits
- 3) Steel Welding Inspection – Total : 3 visits
- 4) Structural Bolting Inspections – Total :3 visits
- 5) Glulam Beam Framing – Total: 1 visits
- 6) Post-installed Anchors for equipment– Total: 4 visits

Field Inspections

Concrete Inspection & Sampling – 4 visits

Concrete Batch plant observation – 2 visits

Field Welding Inspection – 3 visits

High Strength Bolting Inspection – 3 visits

Post Tension Rebar/Tendon Inspection – 2 visits

(GLB) Wood Field Inspection – 1 visit

Post Installed Anchor Inspection – 4 visits

Anchor/Dowel Pull Test (Field Inspection) – 4 visits

Laboratory Tests

Reinforcement Tensile & Bend Test: <#6 to #9 – 4 each

Pre-stressing tendon tests – 2 each

High Strength Bolt Testing – 2 each

Concrete Compressive Strength Cylinders - 20 each

Pre-stressing tendon tests – 2 each

Anchor Bolt and Rods Testing – 2 each

Shop Inspections

Glulam Beam Fabrication Inspection – 1 site visit to shop

Shop Welding Inspection – 4 visits

Rebar Sampling and Tagging – 2 visits to rebar shop

Exterior Work (Score Board, Tennis Court Wall, Exterior Lights, ADA Ramp

- 1) Concrete observation, field testing, and sampling for compressive strength testing– Total: 4 visit
- 2) Concrete Cylinder Sample Pick-up after each concrete placement- Total 2 visit
- 3) Steel Welding Inspection – Total : 2 visits
- 4) Post-installed Anchors for equipment– Total: 4 visits

Field Inspections

Concrete Inspection & Sampling – 4 visits
Concrete Batch plant observation – 2 visits
Field Welding Inspection – 3 visits
Pre-cast members Field Inspection – 2 visits
Post Installed Anchor Inspection – 4 visits
Anchor/Dowel Pull Test (Field Inspection) – 4 visits

Laboratory Tests

Reinforcement Tensile & Bend Test: <#6 to #9 – 4 each
Concrete Compressive Strength Cylinders – 25 each
Anchor Bolt and Rods Testing – 2 each

Shop Inspections

Pre-cast members Shop Inspection – 2 site visits to shop
Shop Welding Inspection – 2 visits
Rebar Sampling and Tagging – 2 visits to rebar shop



Fee Estimate

Materials Services

Alameda High School Swim Center Modernization

Terracon Proposal No. PR1241069

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Personnel						
Project Manager						
Project Manager	\$ 225.00	15.00	hours	1	15.00	\$ 3,375.00
Final Compliance Letter (if requested)	\$ 350.00	1.00	each	1	1.00	\$ 350.00
Sub Total						\$ 3,725.00
Administrative Staff						
Administrative Staff	\$ 120.00	13.00	hours	1	13.00	\$ 1,560.00
Sub Total						\$ 1,560.00
Sub Total						\$ 5,285.00
Field Services						
Concrete Inspection						
Special Inspector	\$ 175.00	8.00	hours	14	112.00	\$ 19,600.00
PM Review / Daily Report	\$ 115.00	1.00	hours	14	14.00	\$ 1,610.00
Mileage Charge (project site)	\$ 75.00	1.00	trips	14	14.00	\$ 1,050.00
Sub Total						\$ 22,260.00
Concrete Batch Plant Observation						
Special Inspector	\$ 175.00	8.00	hours	6	48.00	\$ 8,400.00
PM Review / Daily Report	\$ 115.00	1.00	hours	6	6.00	\$ 690.00
Mileage Charge (shop)	\$ 1.35	60.00	miles	6	360.00	\$ 486.00
Sub Total						\$ 9,576.00
Shotcrete Inspection						
Special Inspector	\$ 175.00	8.00	hours	8	64.00	\$ 11,200.00
PM Review / Daily Report	\$ 115.00	1.00	hours	8	8.00	\$ 920.00
Mileage Charge (project site)	\$ 75.00	1.00	trips	8	8.00	\$ 600.00
Sub Total						\$ 12,720.00
Post-Installed Anchor Inspection						
Special Inspector	\$ 175.00	8.00	hours	12	96.00	\$ 16,800.00
PM Review / Daily Report	\$ 115.00	1.00	hours	12	12.00	\$ 1,380.00
Mileage Charge (project site)	\$ 75.00	1.00	trips	12	12.00	\$ 900.00
Sub Total						\$ 19,080.00
Anchor Pull Testing						
Special Inspector	\$ 175.00	8.00	hours	12	96.00	\$ 16,800.00
PM Review / Daily Report	\$ 115.00	1.00	hours	12	12.00	\$ 1,380.00
Mileage Charge (project site)	\$ 75.00	1.00	trips	12	12.00	\$ 900.00
Sub Total						\$ 19,080.00
Field Welding Inspection						
Certified Welding Inspector	\$ 180.00	8.00	hours	6	48.00	\$ 8,640.00
PM Review / Daily Report	\$ 115.00	1.00	hours	6	6.00	\$ 690.00

Mileage Charge (project site)	\$ 75.00	1.00	trips	6	6.00	\$ 450.00
Sub Total						\$ 9,780.00
High Strength Bolt Inspection						
Certified Welding Inspector	\$ 180.00	8.00	hours	3	24.00	\$ 4,320.00
PM Review / Daily Report	\$ 115.00	1.00	hours	3	3.00	\$ 345.00
Mileage Charge (project site)	\$ 75.00	1.00	trips	3	3.00	\$ 225.00
Sub Total						\$ 4,890.00
Post-Tension Rebar/Tendon Inspection						
Special Inspector	\$ 175.00	8.00	hours	2	16.00	\$ 2,800.00
PM Review / Daily Report	\$ 115.00	1.00	hours	2	2.00	\$ 230.00
Mileage Charge (project site)	\$ 75.00	1.00	trips	2	2.00	\$ 150.00
Sub Total						\$ 3,180.00
Wood Frame Inspection						
Glulam Beam Fabrication Inspector	\$ 250.00	8.00	hours	1	8.00	\$ 2,000.00
PM Review / Daily Report	\$ 115.00	1.00	hours	1	1.00	\$ 115.00
Mileage Charge (project site)	\$ 75.00	1.00	trips	1	1.00	\$ 75.00
Sub Total						\$ 2,190.00
Pre-cast Members Inspection						
Special Inspector	\$ 175.00	8.00	hours	2	16.00	\$ 2,800.00
PM Review / Daily Report	\$ 115.00	1.00	hours	2	2.00	\$ 230.00
Mileage Charge (project site)	\$ 75.00	1.00	trips	2	2.00	\$ 150.00
Sub Total						\$ 3,180.00
Sample Pickup						
Sample Pickup	\$ 135.00	2.00	hours	6	12.00	\$ 1,620.00
Sub Total						\$ 1,620.00
Sub Total						\$ 107,556
Shop Inspections						
Rebar Sampling & Tagging						
Special Inspector	\$ 175.00	4.00	hours	8	32.00	\$ 5,600.00
PM Review / Daily Report	\$ 115.00	1.00	hours	8	8.00	\$ 920.00
Mileage Charge (shop)	\$ 1.35	60.00	miles	8	480.00	\$ 648.00
Sub Total						\$ 7,168.00
Glulam Beam Fabrication Inspection						
Glulam Beam Fabrication Inspector	\$ 250.00	8.00	hours	1	8.00	\$ 2,000.00
PM Review / Daily Report	\$ 115.00	1.00	hours	1	1.00	\$ 115.00
Mileage Charge (shop)	\$ 1.35	60.00	miles	1	60.00	\$ 81.00
Sub Total						\$ 2,196.00
Shop Welding Inspection						
Certified Welding Inspector	\$ 180.00	8.00	hours	6	48.00	\$ 8,640.00
PM Review / Daily Report	\$ 115.00	1.00	hours	6	6.00	\$ 690.00
Mileage Charge (shop)	\$ 1.35	60.00	miles	6	360.00	\$ 486.00
Sub Total						\$ 9,816.00
Pre-cast Members Shop Inspection						
Special Inspector	\$ 175.00	8.00	hours	2	16.00	\$ 2,800.00
PM Review / Daily Report	\$ 115.00	1.00	hours	2	2.00	\$ 230.00

Explore with us

Mileage Charge (shop)	\$	1.35	60.00	miles	2	120.00	\$ 162.00
Sub Total							\$ 3,192.00
Sub Total							\$ 22,372.00
Laboratory							
Reinforcement Tensile & Bend Test: <#6 tc	\$	220.00	14.00	tests	1	14.00	\$ 3,080.00
Compressive Strength of 4" x 8" Cylinder	\$	45.00	85.00	tests	1	85.00	\$ 3,825.00
Shotcrete Core Compressive Strength	\$	125.00	24.00	tests	1	24.00	\$ 3,000.00
Anchor Bolt & Rods Testing	\$	375.00	6.00	tests	1	6.00	\$ 2,250.00
Pre-stressing Tendon Testing	\$	400.00	4.00	tests	1	4.00	\$ 1,600.00
High Strength Bolt Testing	\$	525.00	2.00	tests	1	2.00	\$ 1,050.00
Sub Total							\$ 14,805.00
Total							\$150,018

COMMERCIAL GENERAL LIABILITY
TC2J-GLSA-9P529930

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II — WHO IS AN INSURED:**
Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;
is an insured, but:
 - a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
 - b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - a. The Additional Insured — Owners, Lessees or Contractors — (Form B) endorsement CG 20 10 11 85; or
 - b. Either or both of the following: the Additional Insured — Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 10 01;
the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;
 - (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- a. The Additional Insured — Owners, Lessees or Contractors — Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
- b. Either or both of the following: the Additional Insured — Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;
the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or
 - (3) If neither Paragraph (1) nor (2) above applies:
 - a. The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - b. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization .
The insurance provided to such additional insured is subject to the following provisions:
 - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III — Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV —Commercial General Liability Conditions.

COMMERCIAL GENERAL LIABILITY
TC2J-GLSA-9P529930

4. Other Insurance

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

Subsequent to the signing of that contract or agreement by you.

CG T1 00 02 19

POLICY NUMBER: TC2J-CAP-131J3858

COMMERCIAL AUTO
ISSUE DATE: 04/01/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR COVERED AUTOS LIABILITY
COVERAGE - PRIMARY AND NON-CONTRIBUTORY WITH
OTHER INSURANCE - CONTRACTORS**

This endorsement modifies insurance provided by the following:
BUSINESS AUTO COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

WHERE REQUIRED BY WRITTEN CONTRACT.

PROVISIONS

1. The following is added to Paragraph **c. in A. 1., Who Is An Insured**, of **SECTION II- COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **5., Other Insurance**, in **B., General Conditions**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule of Additional Insured Persons Or Organizations is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

CA T6 00 02 16

Umbrella Liability
Policy Number: CUP-4W208814

AMENDMENT OF COVERAGE - WHO IS AN INSURED

This endorsement modifies insurance provided under the following:
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

The following replaces Paragraph A.2. of SECTION II - WHO IS AN INSURED:
2. Any other person or organization qualifying as an insured in the "underlying insurance".

EU 01 25 07 16

Policy Numbers:

**WORKERS COMPENSATION AND
EMPLOYERS LIABILITY POLICY**

UB-1T88663A (AOS)
UB-1T885681 (AZ, MA, WI)

ENDORSEMENT WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Any person or organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver.

DESIGNATED ORGANIZATION:

Any person or organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver.