

**Mountain View-Los Altos High School District
1299 Bryant Ave.
Mountain View, CA 94040
(650) 940-4650**

**INDEPENDENT AGREEMENT FOR PROFESSIONAL SERVICES
(CONSTRUCTION RELATED)**

This Independent Agreement for Professional Services ("Agreement") is made and entered into as of the 9th day of October 2023 by and between the Mountain View-Los Altos High School District ("District") and Atlas. ("Vendor"), (together, "Parties").

**EDC Sampling & Report for
Mountain View High School Modernization & Additions to CR wings (100-400) Project
DSA #01-120470**

Description of Project/Scope of Work:

Provide materials testing for the *Mountain View Mod & Additions to CR wings (100-400 wings) 01-120470 project, located in Mountain View, California.*, as referenced in the approved EDC 100,200,300 & 400 reports and proposal #50-67006-S dated Sep 20, 2023 (attached).

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** Services will tentatively commence in October 2023. Tentative project completion is January 2024 for a total duration of 4 months.
2. **Submittal of Documents.** The Vendor shall not commence the Work under this Agreement until the Vendor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form

3. **Compensation.**

- 3.1. The Vendor's services will be billed via: Time and Material (T&M) Basis for the above listed scope for a **not-to-exceed (NTE) amount of \$350,000.00** for the term of this Agreement. Vendor shall only bill hours actually worked on the Project. Should the anticipated services exceed this NTE amount, Vendor shall notify the District 30 days in advance for possible adjustment to the NTE.

- 3.2. Vendor shall submit monthly invoices itemized by person, billing rate, hours worked, and any reimbursable expenses incurred in sufficient detail as requested by the District (if T&M). Invoices shall be submitted to the District on the last day of each month and are due and payable by the 20th day of the following month.

4. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District, except as follows:

- 4.1. Not applicable.

5. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor 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 Vendor's employees. In the performance of the work herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
6. **Labor Compliance Program.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program. If the Vendor employs subcontractor(s), the Vendor shall ensure that its contract(s) with its subcontractor(s) include language notifying the subcontractor(s) of the District's Labor Compliance Program, if any.
7. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
 - 7.1. Not applicable.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor'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.
 - 8.2. **Meetings.** Vendor and District agree to participate in regular meetings as deemed necessary by the District to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Vendor's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 8.4. **New Project Approval.** Vendor and District recognize that Vendor's Services may include working on various projects for District. Vendor shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.

10. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, 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 the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Vendor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents.

12. **Termination.**

12.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three days after the day of mailing, whichever is sooner.

12.2. **Without Cause By Vendor.** Vendor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Vendor for services satisfactorily rendered to the date of termination. Written notice by Vendor shall be sufficient to stop further performance of services to District. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Vendor; or

12.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

12.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

12.3.4. Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Vendor. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Vendor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Vendors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, Vendors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. Vendor further agrees to reimburse District for any expenditures, including reasonable attorney's fees, District may incur by reason of the matters that are the subject of the indemnification provisions stated herein.

14. **Insurance.**

14.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

14.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Vendor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.**

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Vendor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Vendor's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits

14.2. **Proof of Carriage of Insurance.** The Vendor shall not commence performing any

portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 14.2.1. 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 District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, Vendors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** 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 District.

15. **Assignment.** The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor.

16. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Vendor and all Vendor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District 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 Vendor 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 District policy. In addition, the Vendor agrees to require like compliance by all its subcontractor(s).

20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Vendor's performing of any portion of the Services.
21. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Vendor must submit, upon request by District, appropriate documentation to the District identifying the steps the Vendor has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
22. **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.
23. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 23.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 23.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
24. **Limitation of District Liability.** Other than as provided in this Agreement, District'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 District 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.
25. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
26. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Mountain View-Los Altos High School District
Attn: Mike Mathiesen
1299 Bryant Ave.
Mountain View, CA 94040
(650) 940-4650

Vendor:

Name:
Attn:
Address: _____

Cell:

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

27. 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.

28. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District’s administrative offices are located.

29. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

30. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

31. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

32. Attorney Fees/Costs. Notwithstanding the Indemnity provision herein, should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.

33. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

34. Calculation of Time. For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.

35. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

36. 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.

37. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2023

Dated: _____, 2023

Mountain-View Los Altos High School District **Atlas**

By: _____

By: _____

Print Name: Michael Mathiesen

Print Name: _____

Print Title: Associate Superintendent,
Business Services

Print Title: _____

Information regarding Vendor:

Vendor: _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation, State: _____
- ____ Limited Liability Company
- ____ Other: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Vendor or Company: _____ Atlas _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Vendor Agreement for Professional Services ("Agreement"):

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Vendor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Vendor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Vendor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____
District Representative's Name and Title: _____
Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Vendor's services under this Agreement and Vendor certifies its compliance with these provisions as follows: *"Vendor certifies that the Vendor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Vendor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Vendor, who may have contact with District 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. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Vendor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- _____ The installation of a physical barrier at the worksite to limit contact with pupils.
- _____ Continual supervision and monitoring of all Vendor's on-site employees of Vendor by an employee of Vendor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- _____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____
District Representative's Name and Title: _____
Signature: _____

[MUST BE COMPLETED BY VENDOR'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Vendor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Vendor.

Date: _____
Name of Vendor or Company: Atlas _____
Signature: _____
Print Name and Title: _____



September 20, 2023

Maryam Saffari
RGMK Kramer Inc.
Silicon Valley Office
4020 Moorpark Ave., #220
San Jose, CA 95117

Via E-Mail: maryams@rgmkramer.com

Subject: *MVHS Classroom Expansion EDC*
ATLAS#: 50- 67006-S

Dear Ms. Maryam Saffari:

Atlas (ATLAS) is pleased to submit our time & materials proposal to provide Videoscope inspection at *MVHS Classroom Expansion EDC*. ATLAS would be proud to be part of your team.

Following are our cost estimate and scope of services. We assembled this proposal based on the following sources:

- E-mail correspondence with Maryam Saffari.

The total cost for this inspection is estimated to be **\$186,517.00** and an alternate price of \$109,250. This assumes no delays for access to perform the testing. The client will be responsible for providing access to the test locations such that finishes be removed and no obstructions are in the way. Thank you for giving Atlas the opportunity to be a part of your project team. We are committed to providing our clients with the very best service possible to fulfill their testing and inspection needs and are eager to prove this commitment to you. Should you have any questions or require additional information, please do not hesitate to contact me.

Respectfully submitted,

ATLAS

Jim Powers, P.E.
Principal Engineer

This proposal, when signed by client at the space indicated below, shall constitute a legally enforceable contract on the precise, unaltered terms set forth in this proposal and the accompanying Contract Terms and Conditions.

Client:

_____ **Date**



PRICING AND SCOPE OF SERVICES

Keynote	Task Code	Description	Building				Rate	Total
			100	200	300	400		
A	C2040	Concrete Core Compression Test	5	7	14	14	90	\$ 3,600.00
	C2032	Concrete Coring 2-man crew	8	16	24	24	295	\$ 21,240.00
	C2036	Drill Bit Per Inch	40	56	112	112	6	\$ 1,920.00
B	C2043	Masonry Prism Compression Test ^{Note 1}	4	4	4	4	150	\$ 2,400.00
C	C1335	Holddown Anchor Rod Tensile Test ^{Note 5}	0	0	0	0	230	\$ -
D	C1335	Sill Plate Anchor Bolt Tensile Test	3	6	3	3	230	\$ 3,450.00
1	C1313	Steel Plate Tensile Test	3	3	1	1	230	\$ 1,840.00
2	C1313	Steel Angle Tensile Test	3	3	1	1	230	\$ 1,840.00
3	C1335	Steel Machine Bolt Tensile Test	3	3	3	3	230	\$ 2,760.00
D	C2004	Concrete Coring - Sill Bolt Removal	8	8	8	8	295	\$ 9,440.00
	C2002	Staff Engineer verify sampling	8	8	8	8	165	\$ 5,280.00
	C2002	Staff Engineer - Report	4	4	4	4	165	\$ 2,640.00
	C2004	Senior Lab Technician - Sill bolt prep.	3	6	3	3	145	\$ 2,175.00
E-H,4-8	C2129	Outside Services - Wood Grading ^{Note 2}						\$ 15,200.00
	C2130	Outside Services - Demo., Repair ^{Note 3}						\$ 112,732.00
		PM Fee					8%	\$ 9,018.56
							Total	\$ 186,517.00

Alternate - Excavations at concrete core locations

Keynote	Task Code	Description	100	200	300	400	Rate	Total
	C2130	Outside Services ^{Note 4}						\$ 109,250.00

- Note 1 Assumes sample rate reduced from 8 to 4 per building.
- Note 2 Assumes all areas are accessible withing the buildings at one time.
- Note 3 Subcontracted services. Assumes concrete cores can be obtained above slab without excavation.
- Note 4 Additional cost for excavation and slab repair for concrete coring below slab if needed.
- Note 5 Assumes holddown testing has been removed from scope.

Scope of Services – Concrete Coring

1. Concrete will be sampled and tested in accordance with ASTM C42 and C39
2. ATLAS will patch all locations with “Five Star – Structural Concrete VO”.
 - a. Please note the color and texture may not match existing finishes.

Scope of Services – Ground Penetrating Radar (GPR) Scanning

1. We will provide appropriate concrete scanning to locate reinforcing steel.

Assumptions/Notes

1. Work is portal to portal from Oakland. Assumes work is in normal business hours. Limited access times may increase overall costs.



CONTRACT TERMS AND CONDITIONS

- I. **FEES:** The estimated contract price is based on the best information made available to ATLAS at the time the estimate was performed. If subcontractors perform more quickly than scheduled, Client will receive a cost savings for testing. If, however, subcontractors' schedules are extended or delayed, Client may receive a resulting increase in costs for testing. Client recognizes that the additional services rendered herein under this Proposal are schedule driven and are mandated by the scheduling and staffing of the contractor(s). Should items and quantities alter from estimates outlined herein, ATLAS shall be entitled to compensation for services rendered. In addition, Client recognizes that, on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. ATLAS typically will have no notice of this until the day the said overtime occurs. Client agrees to compensate ATLAS for such overtime. Any estimated quantities contained herein are estimates only and Client agrees to payment for services rendered in excess of the estimated quantities and/or cost figures as described herein. Fees for ATLAS's services will be billed on a time and expenses basis at the unit rates quoted and ATLAS shall submit biweekly invoices for services rendered and for reimbursable expenses incurred. Invoices are due within 30 days from receipt. Past due invoices are subject to a finance charge of 1% per month or the maximum rate permitted by law. This proposal does not assume the requirement to enter into an accounts payable system such as Textura and should it be required, any fee associated with that shall be considered a reimbursable expense and shall be charged to the client.
- II. **FINAL AFFIDAVIT:** The first invoice from ATLAS shall include the estimated cost to prepare the Final Inspection Report. However, the Final Inspection Report will not be issued until the sixth working day following the request for the Final Inspection Report by Client's authorized representative. Additionally, as a condition precedent to release of the Final Inspection Report, Client shall have paid in full for all services performed by ATLAS pursuant to this Agreement.
- III. **INSPECTION:** Inspection shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such inspection shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor, subcontractors, or materialmen in any way from their obligations and responsibilities under the construction contracts. Specifically, but without limitation, inspection shall not require the inspector to assume responsibilities for the means and methods of construction nor for safety on the jobsite of any party other than ATLAS employees.
- IV. **STANDARD OF CARE:** In providing services under this agreement, ATLAS shall exercise that degree of skill and care ordinarily used by other reputable members of ATLAS's profession, practicing in the same or similar locality and under similar circumstances at the time these services are rendered. Nothing in this agreement shall be interpreted to require ATLAS to meet any higher standard and this paragraph shall control over any such contrary provision. ATLAS makes no warranty, either expressed or implied, as to its findings, recommendations, specifications or professional advice. ATLAS will provide only those services that, in the opinion of ATLAS, lie within the technical and professional areas of expertise of ATLAS as set forth herein and which ATLAS is adequately staffed and equipped to perform. Client shall request in writing if Client desires ATLAS to provide services outside of the scope of services described herein. ATLAS shall advise Client of any services that lie outside the technical and professional expertise of ATLAS.
- V. **LIABILITY:** In recognition of the relative risks of the Client and ATLAS on the Project, Client agrees, to the maximum extent permitted by law, that ATLAS's liability to Client and any third party, in any way arising out of this Agreement, shall be limited to 100% of the total fees and costs paid to ATLAS or \$25,000, whichever is greater. Client agrees to compensate ATLAS at its standard hourly rates in the event ATLAS is requested to perform services in connection with litigation, claims or disputes arising out of this project or in the event ATLAS, its agents or employees are subpoenaed or otherwise compelled to participate in litigation, claims or disputes arising out of this project. ATLAS shall not be responsible for acts and/or omissions of any party or parties involved in the design of the Project or the failure of any Contractor or Subcontractor to construct any aspect of the Project in accordance with the Agreement documents, or in accordance with recommendations contained in any correspondence or written recommendations issued to ATLAS.
- VI. **LITIGATION:** In case of any dispute, claim, question, or disagreement arising out of or relating to this Contract or the breach thereof, the parties hereto shall use all reasonable efforts to settle such disputes, claims, questions, or disagreement. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Client and ATLAS agree to continue to perform their obligations under this Contract during the good faith resolution of such a dispute, claim, question, or disagreement. In the event that any litigation, arbitration, or other proceeding is commenced between the parties hereto or their personal representatives, successors or assigns concerning the enforcement or interpretation of any provision of this Contract or the rights and duties of any party in relation thereto, the party or parties prevailing in such litigation, arbitration or other proceeding shall be entitled, in addition such other relief as may be granted, to reasonable attorneys' fees and costs. For the purposes of this paragraph, the "prevailing party" shall be determined in accordance with the provisions of California Civil Code section 1717.

ATLAS
Initials

CLIENT
Initials



Contract Terms and Conditions (cont'd)

- VII. **STATE PREVAILING WAGE:** It shall be Client's sole responsibility to notify ATLAS of any prevailing wage requirements before any services are performed for the Project. Should it be revealed subsequent to the execution of an agreement for services that this project is indeed a prevailing wage project and if ATLAS is thereafter mandated to comply with those requirements, there will be a 10% surcharge to the hourly rates quoted in our Proposal. In addition, in the event notification is not given to ATLAS, Client shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon ATLAS for any failure to comply with the prevailing wage laws.
- VIII. **CLIENT'S RESPONSIBILITIES:** Client or Client's authorized representatives will promptly and timely provide ATLAS with all revised and updated plans, specifications, addenda, change orders, approved shop drawings and any other information for the proper performance of ATLAS pursuant to this Contract. Client agrees that ATLAS has been engaged to provide technical professional services only, and that ATLAS does not owe a fiduciary responsibility to Client. Client shall secure and maintain throughout the full period of this Contract, sufficient insurance to protect it adequately from claims under applicable Worker's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Contract. ATLAS shall not be responsible for any errors and/or omissions in the performance of ATLAS's work or services rendered resulting from Client's failure to provide ATLAS with revised and updated plans, specifications, addenda, change orders, approved shop drawings and other information for the proper performance of ATLAS. Client or Client's authorized representatives will give a minimum of 24 hours notification for all dispatch requests. Cancellations received on the day of inspection are subject to a 2-hour show-up charge.
- IX. **HAZARDOUS MATERIALS REQUIREMENT:** If hazardous materials are encountered by ATLAS's employees on Client's project site resulting in the need for specialized training or certifications as required by State and Federal agencies in order for ATLAS's inspection personnel to perform their duties, then all related costs for such specific training, including class time, will be billed to Client with a 20% markup. Personnel time for necessary training classes will be billed at the hourly rate quoted herein.
- X. **CREDIT CARD PAYMENTS:** Credit card payments will be charged a convenience fee of 2.5% of the total invoice amount.
- XI. **ADDITIONAL SERVICES:** Should additional services be requested that are not included in ATLAS's proposed scope of services, ATLAS will provide these services at the unit rates listed in our published 2023 Fee Schedule.
- XII. **ACCEPTANCE OF CONTRACT:** This Contract is subject to acceptance only of the terms and conditions stated herein. Any additional or different terms and conditions proposed by Client are hereby rejected, and shall be of no force or effect unless expressly assented to in writing by ATLAS. There shall be no contract except upon the terms and conditions provided herein. By directing ATLAS to commence performance, after your receipt of this Contract, you agree to comply with all the terms and conditions set forth herein. This Contract contains the entire and integrated agreement between Client and ATLAS and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract cannot be amended or modified except by a written addendum, executed by each of the parties hereto. This Contract shall be interpreted and enforced in accordance with the laws of the State of California.
- XIII. **BASIS OF CHARGES:** The proposed unit rates will be in effect through July 31, 2024. Thereafter, the unit rates are subject to an annual increase of four percent (4%) per year to mitigate the annual operating cost increases:

Work over 8 Hours per day	Time and One-Half
Work over 12 Hours, Monday through Friday	Double Time
Work on Saturdays	Time and One-Half
Work over 8 Hours on Saturdays	Double Time
Work on Sundays/Holidays	Double Time
Swing or Graveyard Shift Premium	12.5% per Hour
Work from 0-4 Hours	4-Hour Minimum Billing
Work from 4-8 Hours	8-Hour Minimum Billing
Show-Up Time	2-Hour Minimum Billing
Sample Pick-Up	\$90.00/Trip
Laboratory Testing – Rush Fee	Add 50% to Testing Cost
Final Affidavit (per permit number) (request six working days advanced notice)	Not Applicable
Extra Copies (over four per issue date) of Inspection Reports and Final Affidavit	\$20.00/each
Project Engineering and Management	8% of Fees
Credit Card Payment of Fees	2.5% Premium
Reimbursables	Cost + 20%
QA/QC Plan Written Procedures	Quotation upon Request
Travel Time	Basic Hourly Rate
Mileage	\$0.60/Mile
Per-Diem, including lodging	\$120.00/Day