

August 22, 2022
Ser. 7152

Cambrian School District
Attn: Mr. John Pappalardo, Chief Financial Officer
c/o RGM Kramer, Inc.
Attn: Cheryl Demeyer, Deputy Program Manager
4020 Moorpark Avenue, Suite 220
San Jose, CA 95117

**RE: PROPOSAL FOR GEOTECHNICAL AND GEOLOGIC HAZARDS INVESTIGATION
NEW MODULAR CLASSROOM BUILDING PROJECT
FAMMATRE ELEMENTARY SCHOOL
2800 NEW JERSEY AVENUE
SAN JOSE, CALIFORNIA**

Dear Mr. Kramer:

Introduction

As requested, we are submitting this proposal to perform a geotechnical and geohazard investigation for the planned New Modular Classroom Building project at the Fammatre Elementary School Campus in San Jose, California. The purpose of the investigation will be to explore the soil and foundation conditions in the general location of the planned new modular building and to develop recommendations for the geotechnical engineering aspects of the project design.

As a basis for this proposal, we have briefly reviewed the preliminary project site plan by SFA Architecture, dated May 10, 2022. We understand that the project will include the installation of a new, approximately 5,000 to 10,000 square foot modular building supported on conventional concrete spread footing foundation system. The rectangular building will be located along the south side of the campus property, east of Classroom Building 6. Structural loads are expected to be typical for this type of construction. Associated improvements will also include exterior concrete sidewalk pavements and underground utilities.

Scope of Services

A. Geotechnical Investigation

We propose that our geotechnical investigation consist of the following:

1. Review of available geotechnical information for the area.

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2. A site reconnaissance by our engineer who will mark the location of the borings for Underground Service Alert.
3. Performance of a field subsurface exploration program under the direction of our engineer who will supervise, log and sample two (2) exploratory borings to depths of 10 to 45 feet in the vicinity of the existing building. Soil sampling and Standard Penetration Resistance testing will be performed continuously in the upper six feet of the borings (four drives) and at five-foot intervals or changes in material type, thereafter. The soil samples will be transported to our laboratory for further examination and laboratory testing. The water level in the borings (if encountered) will be measured prior to backfilling the holes at the completion of drilling.

The borings performed in existing pavement or flatwork areas will be backfilled with cement grout and/or patched with cold patch asphalt or dry mix concrete. Soil tailings generated during the drilling process will be left on-site.

4. Laboratory testing of samples obtained from the boring. These tests will include moisture content, dry density, shear strength, percent finer than #200 and #4 sieves, corrosion, and plasticity index determinations, as appropriate.
5. Engineering analysis of the field and laboratory data.
6. Preparation of a geotechnical investigation report for the design and construction of the project. The report will include findings and recommendations for the following:
 - a. Local geology and seismic setting.
 - b. 2019 CBC seismic design criteria.
 - c. Site preparation, fill placement and grading (as needed).
 - d. New building foundation type(s), allowable bearing pressures, and minimum foundation depths and widths.
 - e. Estimated foundation settlements.
 - f. Subgrade preparation and aggregate baserock sections for new interior concrete slabs-on-grade.

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- g. Subgrade preparation and aggregate baserock sections for new exterior pedestrian concrete slabs-on-grade.
- h. Treatment of expansive soils (as required).
- i. Backfill and compaction of utility trenches.
- j. Surface and subsurface drainage.
- k. Any other unusual design or construction conditions encountered in the investigations.

The areas where the borings will be required are locations where underground utilities may be present. Consequently, we will need the help of the District staff in locating and avoiding the utilities.

B. Geologic and Seismic Hazards Assessments

Based on the requested scope of services and our experience from other similar projects, we propose that the Geologic and Seismic Hazards Assessment portion of our report for the project consist of the following:

1. Discussion of geologic and seismic conditions containing data on an assessment of the nature of the site and potential earthquake damage including:
 - a. Regional geology and seismic conditions and historical information on the seismicity of the local and regional area.
 - b. Location of known active and potentially active faults near the site, as well as nearby inactive faults.
2. Maximum considered earthquake ground motion for the site in accordance with the California Building Code, latest edition, requirements.
3. Potential for ground rupture related to faulting, liquefaction, lateral spread, seismic settlement, and differential compaction, land sliding, flooding, and dam failure inundation with recommended mitigation measures, where appropriate.

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C. Environmental Soil Screening (Optional)

Representative samples of the upper one to two feet of the on-site soils will be collected during the drilling. We understand that the planned project site is estimated to be less than one acre, which requires four discrete soil samples to be collected and placed in sample containers, stored in a cooler with cold packs and then delivered to Test America, for testing.

Soils analysis for each sample will include TPH EPA 8260B – Gas, TEPH EPA 8015B– Diesel and Motor Oil, EPA 8260B- VOC's, EPA 8270C- Semivolatiles, EPA 8081A- Pesticides, EPA 8082- PCB's EPA 6010B and 7471A- CAM 17 Metals and Mercury, EPA 7199- Chromium VI, EPA 6010B- Arsenic and Chromium STLC, and CARB-435- Asbestos.

Arrangements

Our services will be provided in accordance with the Schedule of Fees and Conditions presented on the reverse side of the last page of this proposal. We estimate that our fee for the geotechnical and geohazard investigation as described in this proposal will be \$13,800. As discussed with you, as software acceptable to CGS is not yet available, if it is necessary that a site-specific analysis be performed, a portion of the 2019 CBC seismic design parameter analysis will be performed through a third party. The estimated cost of this work is \$9,800. We estimate that a private underground utility service to clear the boring locations will be \$900.

As an option, an environmental soil screening of four discrete samples can be performed for an additional fee of \$6,700. A formal review of the resulting laboratory test results can be performed for an additional \$1,200.

As requested, an environmental soil screening of the site soils has not been included in our scope of work for this project, but can be performed for an additional fee.

The above budget estimates are based on the understanding that arrangements will be made, including removal of fencing, etc., to provide access to a full-sized truck-mounted drill rig to the boring locations.

Reasonable precautions shall be taken to minimize damage to the school property (both surface and subsurface), however, it should be understood that in the normal course of the work, some damage, i.e. rutting, may occur, the correction of which is outside the scope of this agreement.

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As requested, the field work will be performed one to three weeks after our authorization to proceed, and our report will be submitted three to five weeks thereafter. Our findings and recommendations will be discussed with you and your design team prior to submitting the report.

Our services will be performed, findings obtained, and recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

As our authorization to proceed with the investigation please sign and return one copy of this agreement. If you have any questions regarding this proposal, please do not hesitate to call.

Yours very truly,
CLEARY CONSULTANTS, INC.



Chris Ciechanowski
President

CC:CC

Copies: Addressee (email)

Please mark authorized services with a check.

- Geotechnical and Geohazard Investigation \$13,800
 - Utility locator service for two exploratory boring locations \$1,100
 - Seismic design parameter analysis through third party \$9,800 (optional/if necessary)
 - Environmental soil screening of four discrete samples \$6,700 (optional)
 - Formal review of soil screening laboratory test results \$1,200 (optional)
- or
- All Services Total \$32,600**

AUTHORIZATION

Approved By _____ Date _____

CLEARY CONSULTANTS, INC.
SCHEDULE OF FEES AND CONDITIONS

PERSONNEL CHARGES

Administrative Assistant	60.00/hr
Drafting/Laboratory	70.00/hr
Senior Engineering Technician.....	120.00/hr
Prevailing Wage Engineering Technician.....	135.00/hr
Staff Engineer/Staff Engineering Geologist.....	130.00/hr
Project Engineer/Project Engineering Geologist.....	140.00/hr
Associate Engineer/Associate Engineering Geologist.....	180.00/hr
Principal.....	\$220.00/hr*

*Expert witness fees for appearance at court and depositions are \$1800/day and \$900 half day. There is a minimum of one-half day for all court and deposition appearances.

EQUIPMENT/LABORATORY CHARGES

Automobile	\$0.55/mile
Mobile Laboratory	10.00/hour
Nuclear Moisture/Density Gauge	5.00/test
Laboratory Compaction Curve, ASTM D1557.....	350.00/test
DIR Certified Payroll Reporting.....	100.00/report

MISCELLANEOUS CHARGES

Drilling services, printing and reproduction, special and consultant fees, permits, insurance, equipment and vessel rental, travel and subsistence expenses and other similar related costs are billed at cost plus 15 percent. Copies of previously issued reports will be billed at \$50.00 for the first copy and \$25.00 for each additional copy, or at cost of reproduction for larger reports.

STANDARD OF CARE

Cleary Consultants, Inc. (CCI) under this Agreement will strive to conduct services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other warranty, expressed or implied, is made.

Client recognizes that subsurface conditions may vary from those encountered at the locations where our borings, surveys, or explorations are made and that our data, interpretations and recommendations are based solely on the information available to us. We will be responsible for those data, interpretations, and recommendations but shall not be responsible for the interpretation by others of the information developed.

RIGHT OF ENTRY

The Client shall provide for CCI's right of entry and all our necessary equipment, in order to complete the work. While CCI shall take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

GENERAL LIABILITY INSURANCE

CCI represents and warrants that it is protected by worker's compensation insurance and that we have such coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, we agree to indemnify and save Client harmless from and against any loss, damage, or liability arising from any negligent acts by CCI and its staff. We shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. We shall not be responsible for any loss, damage, or liability arising from any negligent acts or willful misconduct of Client, its agents, staff, and other consultants employed by it. Certificates of our general liability insurance shall be provided upon request.

UTILITIES

In the prosecution of our work, CCI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to waive any claim against CCI and to defend, indemnify and hold CCI harmless from any claim or liability for injury or loss allegedly arising from CCI's damaging underground utilities or other man-made objects that were not called to CCI's attention or which were not properly located on plans furnished to CCI.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, and not withstanding any other provision of this agreement, the total liability, in the aggregate, of CCI and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to this project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of CCI or its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by CCI under this Agreement, or the total amount of \$35,000, whichever is greater.

DISPUTES

The parties to this Agreement covenant and agree that all claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be submitted to non-binding mediation prior to initiation of any lawsuit or other litigation, unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. CCI and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition requiring a renegotiation of the scope of the work or termination of services.

OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CCI as instruments of service, shall remain our property. Client agrees that all reports and other work furnished to the client or his agents, which is not paid for, will be returned upon demand and will not be used by the Client for any purpose whatever.

THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or CCI. CCI's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against CCI because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

INVOICES

Invoices for our services will be submitted, at our option, on a monthly basis or when the work is completed. Invoices will be due immediately, but will not be delinquent within 10 days from which the invoice is dated. If payment is not so made, a service charge will be due on the amount of the invoices at the maximum rate permissible by law from the date of the invoice until the same is paid. In the event legal action is required to enforce the payment terms of this agreement, CCI shall be entitled to collect from the client any judgement or settlement sums due plus reasonable attorney's' fees, court costs and other expenses incurred by CCI for such collection action.

SAMPLES

All samples of soil and rock will be disposed of from the laboratory 30 days after issuance of the report unless the Client advises otherwise. Upon request, we will deliver the samples to the Client, charges collect, or will store them for an agreed storage charge.