



**HOHBACH-LEWIN, INC. STRUCTURAL & CIVIL ENGINEERS**

*"Timely Solutions Based On Timeless Principles"*

July 7, 2021

RGM Kramer, Inc.  
Rick Kramer  
3230 Monument Way  
Concord, CA 94518

Project: Cambrian School ESD – Full Building Rehabilitation Study  
Hohbach-Lewin, Inc. Project 15612B

Subject: Proposal to provide structural engineering consulting services

Dear Rick:

Thank you for the opportunity to submit this fee proposal for the above referenced project. As we discussed, for purposes of determining whether or not a Full Building Rehabilitation project is triggered, DSA has set the dollar threshold for replacement costs of public elementary schools at \$500/SF. This means if the cost of a modernization project (minus certain exceptions) exceeds \$250SF a Full Building Rehabilitation per Section 4-309 is required. Accounting for 10 to 15% change orders further limits the budgets for modernization projects that will not trigger a Full Building Rehabilitation to \$212/SF.

**A Full building Rehabilitation Project**

We understand that the Cambrian ESD is therefore interested in determining the ramifications of triggering code mandated Full Building Rehabilitations per CBC Section 4-309 for all buildings at the at the Ida Price ES, Bagby ES, Famatre ES, Farnham ESD, and Sartorette ES campuses that are being modernized under the upcoming Phase 1 Modernization project and also buildings that will be modernized under future phases. We have excluded portable buildings from the scope of this study.

PRINCIPALS:

DOUGLAS HOHBACH S.E.  
DAN LEWIN S.E.  
JOAQUIM ROBERTS S.E.  
ANTHONY LEE S.E.  
VIKKI BOURCIER S.E.  
SAM SHIOTANI S.E.  
LES TSO S.E.

When a Full Building Rehabilitation is triggered, it is necessary to analyze the buildings for two separate levels of earthquake activity against two separate performance objectives. The first analysis will utilize a performance objective of S4 for the BSE-2N event. The second analysis will utilize a performance objective of S2 for the BSE-1N event.

ASSOCIATE PRINCIPALS:

KEVIN MORTON S.E.

The buildings included within this study are denoted thusly:

SENIOR ASSOCIATES:

VICKY RUNDORFF S.E.  
GREG RODRIGUES S.E.  
BILL DALEY S.E.  
STUART LOWE S.E.  
EDDIE HUI S.E.  
MICHAEL RESCH S.E.

Ida Price ES buildings: 2,3,4, 5,6, 7,8 and 0  
Bagby ES buildings: A, B, C Admin/D, E, F and G  
Famatre ES buildings:1, 2/Admin, 3, 4, 5, 6 and kindergarten building  
Farnham ES buildings: B, C, D and E and Media building  
Sartorette ES buildings: A, D1/D2, B, C and E

ASSOCIATES:

MIKE DAVIES S.E.  
STACY GADDINI S.E.  
BRIAN HO S.E.  
TJ WU S.E.

The buildings are, with a few exceptions, unique from a structural perspective at each campus although at each campus the subject buildings listed above generally share common structural detailing vocabulary at each individual campus.

SENIOR STRUCTURAL ENGINEERS:

MOHAMED IBRAHIM S.E.

In preparing this proposal, where possible, we have tried to account for these similarities and will utilize solutions developed at similar building types for multiple buildings where it has been determined to be possible to draw close comparisons from one building analysis. One solution will be prepared for buildings 3, 4 and 5 at Ida Price ES; one solution will be prepared for buildings A, B and E at Bagby ES; one solution will be prepared for buildings 3,4,5, and 6 at

CE DEPT MANAGER:

BILL HENN

Rick Kramer  
July 7, 2021

Famatre ES; one building solution will be prepared for buildings B and C at Farnham ES and one building solution will be prepared at buildings B and C at Sartorette ES. The buildings denoted as B and C at Farnham ES and B and C at Sartorette ES are nearly structurally identical thus one building solution will be applicable for all four of these buildings.

With the performance objectives and bi-level seismic events described above, we will develop to Schematic level the expected required seismic strengthening measures so that order of magnitude project cost projections (provided by others) can be approximated.

We will summarize the results of our efforts in a letter report. This report will contain substantiating structural calculations along with annotated plans describing expected retrofit measures. The report will also contain a description of our expectations of the field verification /testing efforts that will likely be required as a corollary of the Full Building Rehabilitation project.

We propose to provide the above-described services for a NTE fee of \$175,000.00.

We will submit invoices at the completion of project milestones. These invoices will include charges for percentage completion of basic services, and expended labor for any authorized additional services and for reimbursable expenses.

If the above terms and conditions are acceptable to you, please sign below where indicated. This letter shall serve as our agreement and authorization to proceed.

Sincerely,

Accepted By: \_\_\_\_\_



Dan Lewin, S.E., LEED AP  
Principal

Attachment: General Conditions



260 Sheridan Ave, Ste 150 Palo Alto, CA 94306

(650) 617-5930

Fax (650) 617-5932

PALO ALTO

SAN FRANCISCO

EUGENE

PASADENA

# Hohbach-Lewin, Inc.

## General Conditions

15612B Cambrian ESD Seismic Evaluation – Ramifications of triggering Full Building Rehabilitation Requirements

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### I. Scope of Agreement

The parties to this Agreement are: Hohbach-Lewin, Inc. (Including: all Hohbach-Lewin, Inc. employees and Hohbach-Lewin, Inc. sub-consultants) and the party to whom the proposal letter is addressed, herein called the CLIENT. All provisions contained herein are applicable to the services and work product provided to the CLIENT and described within the proposal letter from Hohbach-Lewin, Inc. to the CLIENT.

The agreement is defined as the proposal letter from Hohbach-Lewin, Inc. addressed to the CLIENT dated July 7, 2021, along with this statement of General Conditions and is referred to as the Basic Services Agreement (BSA). The BSA is the entire agreement between Hohbach-Lewin, Inc. and the CLIENT and there are no other agreements or representations between these parties except as formally amended at some future point of time. (Both parties to this agreement must sign formal amendments.)

### II. Items to be furnished to Hohbach-Lewin, Inc. by the CLIENT

Unless specifically agreed otherwise, the CLIENT shall furnish the following information or items to Hohbach-Lewin, Inc., unless they are not available:

- A. Structural drawings of all subject buildings
- B. Written Geotechnical Reports from past projects at each site

### III. Exclusions

Structural design services as described within the proposal letter will be provided for the specific items addressed. Services that are not explicitly delineated are not included in this Basic Services Agreement unless specifically stated otherwise within the BSA.

### IV. Additional Services

Additional services are services that are not included in the scope of work described in this Basic Services Agreement. Written notification will be given before proceedings with any additional services.

### V. Compensation

- A. Invoices will be submitted monthly based on terms quoted within the proposal letter, and on the services rendered up to date of invoice issue. Invoices are due upon receipt. Invoices are considered past due fifteen calendar days after invoice issue date.
- B. All past due accounts are subject to a late charge of one percent per month based on the outstanding balance.

### VI. Reimbursable Expenses

Reimbursable expenses are in addition to the fees quoted within the Basic Services and include actual expenditures made by Hohbach-Lewin, Inc. in the interest of the project. They shall be billed at 1.1 times the direct cost and are payable monthly as incurred. Reimbursable costs include, but are not limited to the following:

- A. The cost of reproduction of all documents produced at the CLIENT's request for the project's behalf.
- B. Travel expenses for site visits.
- C. Fees and charges for services contracted on the project's behalf authorized by the CLIENT.
- D. Expenses for materials authorized by the CLIENT and purchased on the project's behalf.
- E. Messenger and other special delivery services.

### VII. Payments Withheld

No deductions shall be made from Hohbach-Lewin Inc.'s compensation on account of claims of penalty, liquidated damages, and/or negligent errors or omissions in performance of professional services performed by Hohbach-Lewin, Inc. under this agreement except pursuant to a mediated agreement, an award rendered in a proceeding in accordance with the Construction Industry Rules of the American Arbitration Association, or judicial award.

### VIII. Right to Suspend Services

If the CLIENT fails to make payment when due for services and expenses, Hohbach-Lewin, Inc. may, upon seven days written notice to the CLIENT, suspend performance of services under this agreement. Unless Hohbach-Lewin, Inc. receives payment in full within seven days of the date of the notice; the suspension shall take effect without further notice. In the event of a suspension of services, Hohbach-Lewin, Inc. shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services.

### IX. Ownership and Use of Documents

Documents produced by Hohbach-Lewin, Inc. under this agreement are instruments of service and shall remain the property of Hohbach-Lewin, Inc. They shall not be used for any purpose or project except as defined within the BSA, without express written agreement and appropriate compensation to Hohbach-Lewin, Inc.

### X. Termination of Proposed Agreement

This agreement may be terminated by either party upon written notice to the other party in the event of a substantial failure of performance of such other party, or if the project should be abandoned or indefinitely postponed. In the event of such termination, Hohbach-Lewin, Inc. shall be compensated for all services performed plus any sums due for Authorized Additional Services and Reimbursable Expenses incurred prior to such termination. Any dispute regarding termination shall, along with all other issues, be resolved in accordance with the Dispute Resolution section of this Agreement.

### XI. Verification of Existing Conditions

Inasmuch of the construction in or adjacent to existing buildings requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the building, the CLIENT will hold harmless, Indemnify and defend Hohbach-Lewin, Inc. from and against any and all claims arising out of actions taken based on assumptions made regarding existing conditions.

### XII Limitation of Liability

To the maximum extent permitted by law, the CLIENT agrees to limit Hohbach-Lewin, Inc.'s liability for the CLIENT's damages to Hohbach-Lewin, Inc.'s fee.

### XIII. Consequential Damages

Notwithstanding any other provision of this Agreement, Neither party shall be liable to the other party or any third party for any consequential damages that may arise from the project.

### XIV. Dispute Resolution

Claims, disputes or other matters in question (other than collection of past due fees owed Hohbach-Lewin, Inc. for services rendered under this agreement or its amendments) between parties to this agreement arising out of or relating to services rendered and/or the work product provided under this agreement shall be subject to mediation exclusive of legal counsel under the auspices of a recognized neutral third party professional mediation service or other mediation method acceptable to the parties prior to undertaking any other dispute resolution action. The cost of the mediation service shall be borne equally by both parties. A demand for mediation shall be made within thirty days after the claim, dispute, or matter in question has arisen.

In the event of a lawsuit between the parties under this agreement, such lawsuit shall be filed and tried only in a court of competent jurisdiction within Santa Clara County, California. California law shall apply to any such proceeding. Attorney fees for suits brought by Hohbach-Lewin, Inc. for purposes of enforcing payment provisions of the BSA shall be borne by the prevailing party in that suit.

**Hohbach-Lewin, Inc.**  
**General Conditions**

15612B Cambrian ESD Seismic Evaluation – Ramifications of triggering  
Full Building Rehabilitation Requirements

**XV. Standard Billing Rates**

The following are Hohbach-Lewin, Inc. current personnel hourly billing rates:

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$250.00
Associate Principal	\$200.00 - \$210.00
Senior Associate	\$170.00 - \$210.00
Associate	\$155.00 - \$165.00
Project Structural Engineer	\$150.00 - \$155.00
Project Engineer	\$130.00 - \$150.00
Design Engineer	\$100.00 - \$130.00
Staff Engineer	\$90.00 - \$100.00
BIM Modeler	\$90.00 - \$120.00
Senior CAD Drafter	\$115.00 - \$130.00
CAD Drafter	\$80.00 - \$100.00
Engineer in Training	\$85.00
Clerical	\$75.00
Plots	\$5.00 per sheet
Automobile	\$0.56 per mile (federal rate)