



CLEARY CONSULTANTS, INC.

Geotechnical Engineers and Geologists

*Christophe A. Ciechanowski, President, GE
Grant F. Foster, Vice-President, GE
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March 23, 2015
Project No. 1343.2A
Ser. 4679

Mr. Martin T. Fregoso, Assistant Superintendent/CBO
Los Gatos Union School District
c/o Kramer Project Development Co., Inc.
Attn: Marjan Khanzadeh
17010 Roberts Road
Los Gatos, California 95032

**RE: PROPOSAL FOR SOIL ENGINEERING SERVICES DURING CONSTRUCTION
ATHLETIC FACILITIES RENOVATION AND EXPANSION
FISHER MIDDLE SCHOOL
19195 FISHER AVENUE
LOS GATOS, CALIFORNIA
(DSA FILE NO. 43-30, DSA APPLICATION NO. 01-114422)**

Dear Mr. Fregoso:

As requested, we are submitting this proposal to provide soil engineering observation and testing services during the construction of the planned Athletic Facilities Renovation and Expansion project at Fisher Middle School in Los Gatos, California. Our geotechnical investigation report for the project was issued May 5, 2014, our seismic hazards investigation was submitted April 21, 2014 and our response to the California Geological Survey (CGS) letter was submitted November 4, 2014.

As shown on the project plans prepared by Cody Anderson Wasney Architects, dated February 19, 2015 the project will include the construction of one addition on the west side of the existing gymnasium building (which will include new footings, shear walls and interior slabs), a new locker room building and a new fitness building. The project will also include asphalt pavement improvements, exterior concrete slabs, decomposed granite walkways, shade canopies and underground utility trench backfill.

The project construction is scheduled to be performed from April 2015 to June 2016.

Scope of Services

Specific details of the contractor's schedule to complete the various phases of the work are not known, therefore we propose to provide our services on an hourly time and materials basis. The scope of our services will include full time to intermittent on-site observations and field density testing (rough estimate of required man-days in parentheses) as required for the following:

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1. Subgrade preparation and baserock compaction for new building slabs (6.0 MD)
2. Subgrade preparation and baserock compaction for Gymnasium renovation interior concrete slabs (2.0 MD)
3. Excavation of new building footings (5.0 MD)
4. Excavation of new foundations for Gymnasium renovation (1.0 MD)
5. Covered walkway foundations (3.0 MD)
6. Bioswale grading and installation (2.0 MD)
7. Subgrade preparation and baserock compaction for exterior concrete and decomposed granite flatwork (4.0 MD)
8. Subgrade preparation and baserock compaction for exterior asphalt pavement (2.0 MD)
9. Utility trench backfill compaction (4.0 MD)
10. Office engineering and submittal/RFI review (3.0 MD)
11. Preparation of required DSA progress reports and final close out documents (3.0 MD)

Arrangements

This budget is based on the estimated time period to complete the work as presented above. Delays due to inclement weather, construction periods longer or shorter than those estimated, or reinspection/retesting of unsatisfactory work could result in an increase or decrease of our costs accordingly.

Our field observation services including office supervision, and the necessary office and laboratory work, will be provided in accordance with the terms and rates of our Schedule of Fees and Conditions presented on the reverse side of the last page of this proposal.

Usually, the cost of our services on the basis of full-time observation and testing during a normal eight-hour work day would be about \$1,100 per day, \$550 per half-day, and \$150 per site visit.

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These estimates include field and office supervision and laboratory testing. Consultations and report preparation are billed in addition at the appropriate hourly rate. We project that we will be required on-site for a total of approximately 35 man-days. The estimated cost of our services is approximately \$38,500. Our billings will be submitted monthly or upon completion of those phases of the work involving our services.

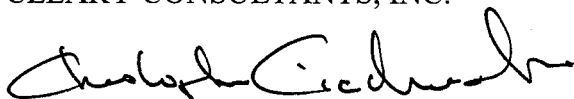
All services rendered by us consist of professional opinions and recommendations made in accordance with generally accepted soil and foundation engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

Under no circumstances is it our intent to directly control the physical activities of the contractor or the contractor's workmen's accomplishment of work on this project. The presence of our field representative at the site is to provide the District with a continuing source of professional advice, opinions and recommendations based on the field representative's observation of the contractor's work and does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen.

Any construction review of the contractor's performance conducted by us is not intended to include, and does not include, review of the adequacy of the contractor's safety measures in, on, or near the job site.

We look forward to being of continued service to District and ask that you call if you have any questions. As our authorization to provide the above services, please sign and return one copy of this agreement.

Yours very truly,
CLEARY CONSULTANTS, INC.



Chris Ciechanowski
Geotechnical Engineer 2584

CM/CC:cm

Copies: Addressee (email)

AUTHORIZATION

Approved By _____ Date _____

CLEARY CONSULTANTS, INC.

CLEARY CONSULTANTS, INC.
SCHEDULE OF FEES AND CONDITIONS

PERSONNEL CHARGES

Administrative Assistant	60.00/hr
Drafting/Laboratory	65.00/hr
Senior Engineering Technician	115.00/hr
Staff Engineer/Staff Engineering Geologist	120.00/hr
Project Engineer/Project Engineering Geologist	130.00/hr
Associate Engineer/Associate Engineering Geologist	145.00/hr
Principal	\$180.00/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	5.00/hour
Nuclear Moisture/Density Gauge	5.00/test
Laboratory Compaction Curve, ASTM D1557	225.00/test

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 notwithstanding 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 \$50,000, 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.