Project No.
P2022.000.172

January 26, 2022
Revised February 14, 2024

Mr. Jim Bridges
Jefferson School District
1219 Whispering Wind Drive
Tracy, CA 95377

Subject: Franklyn Cole ES
Tracy, California

PROPOSAL FOR A GEOTECHNICAL EXPLORATION AND GEOHAZARDS EVALUATION

Dear Mr. Bridges:

We are pleased to submit this proposal to provide a geotechnical exploration and geologic hazards evaluation for the subject project in Tracy, California. The purpose of our services is to provide geotechnical recommendations for design of the proposed buildings at the site. In preparation of this proposal, we reviewed the California Geologic Survey (CGS) – Note 48 checklist for the review of Engineering Geology and Seismology Reports for California Public Schools (latest version) and the site plan provided by PJHM Architects including building square footage.

PROJECT DESCRIPTION

The proposed project is located northwest of the intersection of Ellis Town Drive and Jack Tuso Drive in Tracy, California. According to historic aerial images, the site appears to have been sheet graded around 2015 as part of the adjacent Ellis residential development to the east.

Based on the site plan provided by PJHM Architects, we understand that the project will consist of five permanent building complexes (Buildings A through E) totaling approximately 59,000 square feet. We are assuming that these buildings will be founded on conventional spread and/or isolated footings with concrete slab-on-grade interior.

We understand the site improvements for the project will also include:

- Underground utilities
- Driveways and parking lots
- Sidewalks and concrete walkways
- Sports courts and playground areas
- A running track
- Landscaping and additional hardscape

Structural loads and grading are yet to be determined; however, we assume that structural loads will be representative for this type of construction and that only minor grading will be required.

SCOPE OF SERVICES

As required by the California Geological Survey – Note 48 we will conduct a minimum of two exploration locations within the envelope of each of the proposed school buildings and three explorations locations within the envelope of each building exceeding 10,000 square feet to meet the requirement of one exploration per 5,000 square feet of floor space and a minimum of two explorations per building.

To characterize the subsurface conditions for design, we propose to explore the site by drilling approximately seven to nine borings at various locations within the proposed building envelopes and surrounding school campus. We will retain the services of a subcontractor to drill the borings to depths ranging from 10 to 30 feet below existing grade with a truck-mounted drill rig. Borings will be permitted and backfilled in accordance with San Joaquin County requirements.

Additionally, we propose to perform seven to nine cone penetration test (CPT) soundings to depths of approximately 50 feet. Soundings will be performed within the proposed building envelopes and surrounding school campus to achieve the requirements of Note 48. The CPT soundings provide a continuous penetration profile and reliable data for correlation of liquefaction and soil compressibility.

We will collect and test representative near-surface soil samples from the site in our laboratory to determine some of their engineering properties. We plan to perform sieve analysis, preliminary corrosivity testing (pH, resistivity, chloride, and sulfate), soil strength, and plasticity index testing as appropriate for this project.

We will analyze the subsurface conditions and laboratory test results, and prepare a geotechnical report that will include the items described below.

1. Earthwork
   - Site clearing and original ground preparation
   - Treatment of over-optimum soil moisture conditions
   - Acceptable on-site and imported fill materials
   - Subgrade and fill compaction requirements
   - Utility trench backfill compaction
   - Surface drainage
2. Current California Building Code Seismic Parameters
3. Foundations
   - Minimum dimensions
   - Maximum allowable bearing capacity
   - Allowable lateral passive earth pressure and coefficient of sliding friction
   - Estimated total and differential foundation settlement
4. Concrete Slabs-on-Grade
   - Minimum design thickness and reinforcement
   - Slab moisture vapor reduction
5. Flexible Pavement Recommendations

The report will contain discussions of site-specific soil and groundwater conditions, laboratory test data, CPT and boring log data, and a site plan showing our exploratory locations and improvement limits.

The report will include a Geologic and Seismic Hazards (Geohazards) discussion based on the requirements of the current version of the California Geological Survey - Note 48 (Checklist for the Review of Engineering Geology and Seismology Reports for California Public Schools, Hospitals, and Essential Services Buildings).

To comply with the requirements of Note 48, we propose to perform the following for the site.

1. Review pertinent geologic maps, seismic hazard maps, geologic maps, and include the following items.
   - A regional geologic map
   - A regional fault map
   - A site geologic map
   - Geologic cross sections
2. Review the potential for:
   - Liquefaction
   - Seismically induced settlements
   - Lateral ground movement
   - Subsidence
   - Subsurface gases
   - Naturally occurring asbestos
   - Volcanic eruption
   - Tsunami

Our report will be signed by a licensed California Geotechnical Engineer and a Certified Engineering Geologist.

REPORT SCHEDULE

We can complete the geotechnical report within approximately 5 to 6 weeks of receiving an executed agreement.

FEE

We propose to provide the above services for a fee of **$41,000**. This fee includes the assumption of prevailing wage for subcontractors. Any requested contract changes would need to be approved in writing before we proceed. Additional services requested by you that are not outlined in this agreement, such as attendance at project meetings and preparation of draft reports, will be charged on a time-and-expense basis in accordance with our current fee schedule. Please let us know if you would like us to provide an estimate for any additional services.

SITE ACCESS

Necessary removal or unlocking of fences or gates, permission to enter the site from the current owner or leaseholder, and/or required use permits must be secured by the client prior to our field activities. If site access or weather conditions restrict our field operations, a revision to our fee may be necessary.

We will provide appropriate notification to Underground Service Alert prior to performing our exploration to locate public utilities in potential conflict with the proposed subsurface exploration.

ENGEO or its subcontractors will accept no responsibility for damage to existing utilities not accurately located.

In the event we identify potentially hazardous materials either visually or by odor during our exploration, we will notify you as soon as possible of such an occurrence in order to decide mutually whether to continue, modify, or cease the remainder of the field exploration program. Additional costs incurred as a result of encountering suspected hazardous materials will be charged on a time-and-expense basis over and above the estimated fee for the exploration proposed herein.

FUTURE SERVICES

We recommend that we be retained to review the project plans and specifications for conformance with our recommendations and to perform geotechnical testing and observations services during construction. Although these services are not included in the above scope, we would be pleased to provide an estimate for these services once final; they are important in expediting approval by governing agencies and achieving cost-plans and schedules.

PROFESSIONAL SERVICES AGREEMENT

If you are in agreement with the scope of services and fee outlined in this proposal, please sign the attached professional services agreement.

ENGEO's liability for damage due to professional negligence, acts, errors, omissions, breach of contract and consequential damages will be limited by Client to an amount not to exceed an aggregate limit of one hundred thousand dollars or ENGEO’s fee, whichever is greater, regardless of the legal theory under which such liability is imposed.

We look forward to serving you on this project. If you have any questions or comments regarding the scope of services or fee, please call and we will be glad to discuss them with you.

Sincerely,

ENGEO Incorporated

Connor Dunn

Steve Harris, GE

cd/sdh/ar

Attachment: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

2010 Crow Canyon Place, Suite 250
San Ramon, CA 94583-4634
(925) 866-9000 FAX (888) 279-2698

Date: February 14, 2024

Project No.: P2022.000.172
Phase: 001
ENGEO Contact: Connor C. Dunn

Client: Jefferson School District
Client Contact: Jim Bridges
Billing Address: 1219 Whispering Wind Drive, Tracy, CA 95377
Project Name and Location: Franklyn Cole ES, Ellis Town Drive, Tracy, CA 95377
Scope of Services: In accordance with the attached proposal dated January 26, 2022, revised February 14, 2024
Estimated Fees: $41,000; in accordance with the attached proposal dated January 26, 2022, revised February 14, 2024

TERMS AND CONDITIONS

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and ENGEO.
2. This agreement shall not be assigned by either Client or ENGEO without the prior written consent of the other.
3. This agreement contains the entire agreement between Client and ENGEO relating to the project(s) and the provision of services to the project(s). Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement or its referenced documents are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and ENGEO.
4. ENGEO's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and ENGEO.
6. This agreement shall be governed by and construed in accordance with the laws of the State of California.
7. ENGEO shall only act as an advisor in all governmental relations. ENGEO shall not be construed as an agent of Client.
8. ENGEO shall sign certifications only if ENGEO approves the form of such certifications prior to the commencement of services, and provided such certifications are limited to statements of professional opinion and do not constitute a warranty or guarantee, express or implied.
9. All reports, documents, drawings and other instruments of ENGEO's service, and copies thereof, created by ENGEO pursuant to this agreement, shall remain the property of ENGEO. Client agrees that the instruments of service provided to Client by ENGEO shall not be subject to unauthorized reuse, that is, reuse without written authorization of ENGEO. Such authorization is essential because it requires ENGEO to evaluate the documents' applicability given new circumstances, not the least of which is passage of time. Accordingly, Client agrees to waive any claim against ENGEO, and defend, indemnify and hold ENGEO harmless from any claim or liability for injury or loss allegedly arising from unauthorized reuse of ENGEO's instruments of service. Client further agrees to compensate ENGEO for any time spent or expenses incurred by ENGEO in defense of any such claim, in accordance with ENGEO's prevailing fee schedule and expense reimbursement policy.
10. Samples will be discarded immediately after testing. Those not tested will be discarded 30 days after sampling. Samples shall remain the property of Client, and Client shall be responsible for removal and lawful disposal of hazardous materials and containers.
11. Client shall not permit or authorize changes in the reports and documents prepared by ENGEO pursuant to this agreement. Client acknowledges that any changes and their effects are not the responsibility of ENGEO and Client agrees to release ENGEO from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless ENGEO, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.
12. Client acknowledges that its right to utilize the services and instruments of service provided pursuant to this agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this agreement and Client has performed all obligations under this agreement. Client further acknowledges that ENGEO has the unrestricted right to use the services provided pursuant to this agreement as well as all instruments of service provided pursuant to this agreement.
13. Client is to furnish ENGEO free access to the project site in order to make the necessary borings, reconnaissance, or other explorations, whether invasive or noninvasive. ENGEO will exercise reasonable care; but some damage is unavoidable. Cost of repair is not included in the fee and is Client's responsibility.
14. Client shall furnish ENGEO the locations of all underground utilities or buried structures. ENGEO shall not be liable for damage to any utilities or structures, which were not accurately defined and/or located by the Client.
15. ENGEO and Client agree that there are risks of earth movement and property damage inherent in field exploration, land development and repair; that ENGEO has not been authorized to perform the exhaustive and economically infeasible investigation necessary to eliminate such risks; and that ENGEO thus does not guarantee or warrant the results of its work.
16. Upon written request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges, which are necessary for ENGEO to perform its obligations under this agreement.
17. Client agrees not to use or permit any other person to use reports or other instruments of service prepared by ENGEO, which reports or other instruments of service are not final and which are not signed, stamped or sealed by ENGEO. Client agrees to be liable and responsible for any such use of nonfinal reports, or other instruments of service not signed, stamped or sealed by ENGEO and waives liability against ENGEO for their use. Client further agrees that final reports or other instruments of service are for the exclusive use of Client and may be used by Client only for the project described on the face hereof.
18. ENGEO has a right to complete all services agreed to be rendered pursuant to this agreement. Either Client or ENGEO may terminate this agreement at any time before completion of all services by giving seven (7) days written notice thereof to the other. If terminated by Client, Client agrees to release ENGEO and hold ENGEO harmless from all liability for work performed.
19. ENGEO shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.
20. This agreement shall not be construed to alter, affect or waive any lien or stop notice right which ENGEO may have for the performance of services pursuant to this agreement. Client agrees to separately provide to ENGEO the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide ENGEO with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.
21. If payment for ENGEO's services is to be made on behalf of Client by a third-party lender, Client agrees that ENGEO shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.
22. Charges not paid within thirty (30) days of invoice will accrue a late charge at a rate of 1.5 percent per month. If Client fails to pay ENGEO within thirty (30) days after invoices are rendered, Client agrees that ENGEO has the right to consider such nonpayment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of ENGEO under this agreement are terminated. In such event, Client shall promptly pay ENGEO for all fees, charges, and services provided by ENGEO including collection costs and related attorneys' fees. Client agrees that all billings from ENGEO to Client are correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies ENGEO in writing of alleged inaccuracies, discrepancies, or errors in the billing.
23. If ENGEO, pursuant to this agreement, produces reports, or other documents and/or performs field work, and such reports, and other documents and/or field work are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field work thereby required shall be paid for by Client as extra work.

24. Client agrees that if Client requests services not specified pursuant to the scope of services description within this agreement, Client agrees to pay for all such additional services as extra work.
25. In the event all or any portion of the work prepared or partially prepared by ENGEO is suspended, abandoned, or terminated, Client shall pay ENGEO for all fees, charges, and services provided for the project, not to exceed any limit specified herein. Client acknowledges if the project work is suspended and restarts, there will be additional fees due to suspension of the work, which shall be paid by Client as extra work.
26. ENGEO is not responsible for delay caused by factors beyond ENGEO's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove ENGEO's work promptly, faulty performance by Client or other contractors or governmental agencies. When such delays occur, Client agrees that ENGEO is not responsible for damages nor shall ENGEO be deemed to be in default of this agreement.
27. ENGEO shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, or building permits.
28. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this agreement, such litigation shall be brought and adjudicated in the appropriate court in the county in which ENGEO's principal place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
29. Client acknowledges that ENGEO is not responsible for the performance or work by third parties including, but not limited to, the construction contractor and its subcontractors.
30. Client acknowledges that the work performed pursuant to this agreement is based upon field and other conditions discovered at the time of preparation of ENGEO's work. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications or other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this agreement does not include on-site construction observation, or if subsequent to this agreement Client retains other persons or entities to provide such services, Client acknowledges that such services will be performed by others and Client will defend, indemnify and hold ENGEO harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of ENGEO; and from any and all claims arising from or resulting from clarifications, adjustments, modifications or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of ENGEO.
31. In the event Client discovers or becomes aware of field or other conditions which necessitate clarifications, adjustments, modifications or other changes during the construction phase of the project, Client agrees to notify ENGEO and engage ENGEO to prepare the necessary clarifications, adjustments, modifications or other changes to ENGEO's work before construction activities commence or further activity proceeds. Further, Client agrees to have a provision in its construction contracts for the project, which requires the contractor to notify Client of any changed field or other conditions so that Client may in turn notify ENGEO pursuant to the provisions of this paragraph.
32. Client agrees that the sole recourse for damages to Client arising from the services provided to Client by ENGEO under this agreement shall be against ENGEO and Client waives any claim against any employees, directors, officers, agents, or affiliates of ENGEO.
33. The fee(s) quoted in this contract is valid for 60 days from the contract date and unless stated otherwise, is approximate only.
34. ENGEO'S LIABILITY FOR DAMAGE DUE TO PROFESSIONAL NEGLIGENCE, ACTS, ERRORS, OMISSIONS, BREACH OF CONTRACT AND CONSEQUENTIAL DAMAGES WILL BE LIMITED BY CLIENT TO AN AMOUNT NOT TO EXCEED AN AGGREGATE LIMIT OF ONE HUNDRED THOUSAND DOLLARS ($100,000) OR ENGEO'S FEE, WHICHEVER IS GREATER, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. In the event that Client does not wish to limit ENGEO's liability in accordance with the provisions stated herein, ENGEO agrees to waive this limitation upon written notice from the Client received within five (5) days after the date this agreement is fully executed, and Client agrees to pay Two Hundred Fifty Thousand Dollars, ($250,000.00) or an additional sum equivalent to ten percent (10%) of the total fee, whichever is greater, said consideration to be called "Waiver of Limitation of Professional Liability Charge". This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing work for which there is no limitation of liability. ENGEO and Client each agree that in no event will either hold the other liable for incidental or consequential damages in connection with any claim arising from or related to this agreement or ENGEO's services. Client further agrees to notify any contractor and subcontractor who may perform work in connection with any design, report or study prepared by ENGEO of such limitation of professional liability for design defects, errors, omissions, professional negligence, breach of contract and consequential damages, and to require as a condition precedent to their performing their work, a like limitation of liability on their part as against ENGEO.
35. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and Client further agrees to defend, indemnify and hold ENGEO harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of ENGEO.
36. Client acknowledges that ENGEO's scope of services for this project does not include removal or abatement of environmental contaminants. Should ENGEO or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any nearby areas which may affect ENGEO's work, ENGEO may, at its option, terminate work on the project until such time as Client retains ENGEO to mitigate, abate and/or remove environmental contaminants. Client agrees that the discovery of unanticipated environmental contaminants may make it necessary for ENGEO to take immediate measures to protect health and safety. Client agrees to compensate ENGEO for all costs incident to the discovery of environmental contaminants.
37. Client recognizes that ENGEO's failure to detect the presence of environmental contaminants at a site, even though environmental contaminants may be assumed or expected to exist through the use of appropriate sampling techniques, does not guarantee that environmental contaminants do not exist at the site. Similarly, Client recognizes that ENGEO's subsurface explorations may not encounter environmental contaminants at a site, which may later be discovered. Client agrees to waive any claim against ENGEO and agrees to defend, indemnify, and hold ENGEO harmless from claims or liability for injury or loss arising from ENGEO's failure to detect the presence of environmental contaminants through techniques commonly employed for the purpose.
38. Client agrees to save, indemnify, and hold harmless ENGEO against any and all liability, claims, judgments, or demands, arising from injuries or death of persons (Client's employees, subcontractors, and consultants included), damage to property, diminution in property value arising directly or indirectly out of the obligations herein undertaken or out of the services rendered by ENGEO, save and except claims or litigation arising through the sole negligence or sole willful misconduct of ENGEO, and will make good to and reimburse ENGEO for any expenditures, including reasonable attorneys fees, ENGEO may incur in such matters, and, if requested by ENGEO, will defend any such suits at the sole cost and expense of the Client.
39. Subject to any shorter period provided under applicable statutes of limitations, Client agrees that it will not assert any claim or action arising from or in any way related to ENGEO's services under this agreement later than three years following the Completion Date. This provision applies regardless of whether such claim or action alleges breach of contract, tort, indemnity, or any other legal theory, and regardless of whether it alleges any patent or latent deficiency in ENGEO's services. The Completion Date relating to the services performed under this agreement is the date of the last published technical document required under this agreement.

ENGEO INCORPORATED

By: _____ Date: _____

Print Name: _____

Title: _____

Engineer's License No.: _____

CLIENT: Jefferson School District _____

By: _____ Date: _____

Print Name: _____

Title: _____