

Perris Union High School District
155 East 4th Street
Perris, California 92570

**Proposal for
Additional Requested Geotechnical Services
Proposed Perris Union High School #4
APN's 466-210-037 & 466-210-040
NWC Leon Road & Wickerd Road
Menifee, Riverside County, California**

December 6, 2018

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Proposal No. PER-18-12-002
File No.: 302676-001



Earth Systems

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Perris Union High School District
155 East 4th Street
Perris, California 92570

Attention: Mr. Hector Gonzalez, Director of Facilities

Project: **Proposed Perris Union High School #4**
APN's 466-210-037 & 466-210-040
NWC Leon Road & Wickerd Road
Menifee, Riverside County, California

Subject: **Proposal for Additional Requested Geotechnical Services**

INTRODUCTION

Earth Systems Pacific [Earth Systems] is submitting this proposal to provide additional geotechnical information for the proposed High School No. 4 site. This proposal is being resubmitted at the request of the District to rename it a proposal as opposed the previous Change Order as we understand our previous contract has been closed. This proposal is based on a meeting held on October 26, 2018 with the project team, in attendance: Earth Systems, Perris Unified School District, Baker Nowicki Design Studio and Neff Construction (Project Team).

During this meeting it was discussed that the project team would like to obtain additional geotechnical data and evaluation in order for Earth Systems to provide further refinement of the data within the previously submitted geotechnical report, and collection of additional data to supplement data already collected. It was felt that the refinement would have the potential to provide additional relevant data for grading contractors bidding the job in order to reduce the potential for changed condition claims against the District and potentially costly change orders due to the difficulty in grading and excavating at the project site. The difficulty within the site lies within the shallow, potentially hard bedrock and its variability across the site (as well as excavating or constructing in such conditions). The additional data will be incorporated into various addendum letters/reports. The issues discussed at this meeting for additional geotechnical scope include:

- a. Drainage System & Blanket Drain—Earth Systems will provide a preliminary sketch of sub-drains locations and depths in the ballfield areas. While the actual locations are determined in the field at the site during grading, depending on the actual conditions encountered, the sketch will allow bidders to consider a “baseline” quantity and effort for construction. The drains are proposed to reduce the potential for saturated play fields from water perching on the shallow bedrock contact in the field areas.
- b. Over-Excavation Plan—Earth Systems will provide a plan review in order to produce a formal sketch indicating further proposed over-excavation limits and depths below currently planned structures and foundation depths provided by the project architect.

Earth Systems previously performed this task; however it was noted that depths below concrete column construction pads should be verified with current plans and details. Earth Systems will review the foundation plans provided to us and provide comment and sketch revisions on additional overexcavation depths, if any.

- c. Oversize Disposal—Earth Systems will delineate an area on a project plan sheet for a potential rock disposal area.
- d. Blasting—Earth Systems will provide additional commentary regarding the very large boulder outcrops and probable need for blasting, including the proposed utility corridor.
- e. Earth Systems will provide a Geophysicist to perform approximately eleven additional seismic refraction lines to evaluate the potential rippability in additional areas of the site. The eleven locations were provided to us on October 29, 2018. Refraction lines will be on the order of 100 to 200 feet in length.
- f. Earth Systems will provide an equipment operator and Caterpillar D9 or similar bulldozer with ripper shank, as well as one mobilization to provide 8 hours of exploration at various locations selected by the project contractor/construction manager and bidders to evaluate and demonstrate attempts at excavation and ripping. As an optional item, a cost to use a 100,000 pound excavator is also provided. This service is not intended for data collection or reporting, but for potential bidders to gather their own visual data and observe potential bedrock characteristics related to rippability at the locations and depths exposed given the size and type of equipment used. This service includes attendance by an Earth Systems Engineering Geologist and Geotechnical Engineering for 8 hours.
- g. Reporting – Earth Systems will incorporate the additional exploration and laboratory data of items “a” through e into an addendum letter/report incorporating the above information.

Excavations will be backfilled with the soils from the cuttings and tamped upon completion. Controlled compaction of the backfill or restoration of the site due to disturbance is not proposed. Cost for any resource or tribal monitors is not included and, based on our meeting, not requested. Our field exploration will be provided under the direction of a State of California Certified Engineering Geologist and a Registered Geotechnical Engineer from our firm.

In the event that unusual site conditions not presently anticipated are encountered during the exploration, we will bring it to your attention and will discuss with you the effect of these conditions on both the estimated cost and timing of the report.

FEE

We propose to perform this project on a lump sum basis for tasks a through e and g, and a time and materials basis for Item f with a proposed budget as follows:

Geotechnical Services	
Geotechnical Evaluation Tasks a) through d)	\$6,000.00
Seismic Survey Task e)	\$13,500.00
Pre-Bid Meeting and Field Exploration Task f) with bulldozer	\$12,800.00
Pre-Bid Meeting and Field Exploration <u>Alternative</u> Task f) with excavator	\$10,400.00
Final Reporting Task g)	\$2,000.00

Since detailed services may involve greater expense, we ask that our clients participate in determining the level of service that will provide adequate information for their purposes at the desired fee level. Please review this information and our proposed scope and fee. If you should have any questions or suggested revisions to our scope or fee level, please do not hesitate to contact the signatory of this proposal. Typical report turn-around time after field exploration is 4 to 5 weeks.

TERMS FOR SERVICE

The following terms and conditions shall be incorporated into the agreement for services.

- 1. STUDY, MONITORING, AND INSPECTION:** If the services include monitoring or inspection of soil, construction, and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions, according to accepted statistical sampling methods, as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to supervise or stop the work of others.
- 2. SITE ACCESS AND UTILITIES:** Client has sole responsibility for securing site access and locating or repairing utilities.
- 3. BILLING AND PAYMENT:** Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule in effect at the time our services are provided. Prior to initiation of fieldwork, a retainer is required. This retainer shall be maintained throughout the project and shall be applied to the final invoice. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within 30 days from the date of an invoice. Client will pay an additional charge of 1½ (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs, and fees, and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to Consultant per Consultant's current fee schedule.
- 4. OWNERSHIP OF DOCUMENTS:** Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.
- 5. TERMINATION:** This agreement may be terminated by either party effective seven (7) days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within 30 days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. RISK ALLOCATION: In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. Client further agrees to limit the total aggregate liability of Consultant, its agents, employees, and officers to Client on the entire project, to the lesser of \$15,000.00 or total fees charged by Consultant, except that Consultant's liability for willful misconduct shall not be limited. These terms may be negotiable depending on the particular facts of your project. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. HAZARDOUS MATERIALS: Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. THIRD PARTIES AND ASSIGNMENT. This Contract is intended only to benefit the parties hereto. No Person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

9. STANDARD OF CARE: Consultant agrees to strive to perform its services, which are intended solely for the use of the Client, in a proper and professional manner in accordance with current standards of geotechnical engineering practice in this community at this time. The Client agrees to pay for and look to Consultant only for such performances. No warranty or guarantee is express or implied. Consultant and the Client agree that there are risks of earth movement and property damage inherent in land development and repair and that Consultant has not been authorized to perform the exhaustive and economically unfeasible investigation necessary to eliminate such risks.

10. EFFECTS OF SITE EXPLORATION: It is understood that in the normal course of providing these services, Consultant will be required to access the site to perform field exploration. All boreholes or pits will be backfilled at completion; however, some settlement should be anticipated. Consultant will attempt to minimize the effects of the exploration operations on the site. However, it must be understood that some damage to existing roadways, vegetation, or other improvements will occur. Consultant does not propose to restore the site to the same condition as was present prior to the exploration operations.

11. ENVIRONMENTAL SERVICES: The scope of geotechnical services does not include any environmental assessment or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water or groundwater, or air, on or below or around the site.

12. GOVERNING LAW, SURVIVAL, AND FORUM SELECTION: The contract shall be governed by laws of the State of California. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement.

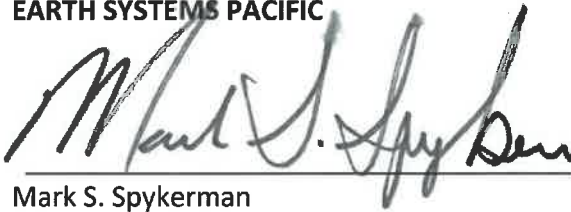
The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction.

CLOSURE

If the fee and scope presented is satisfactory, please sign in the space provided below and return one copy along with a revised purchase order or amendment. We look forward to assisting you on this project. Thank you for the opportunity to submit this proposal. If any questions arise about the fee or scope, or if additional information is desired, please call the undersigned at (951) 928-9799.

Respectfully submitted,
EARTH SYSTEMS PACIFIC


AGREED TO AND ACCEPTED



Mark S. Spykerman
Senior Vice President



CLIENT NAME (IN PRINT)



SIGNATURE AND TITLE

TIN/SSN (Tax ID No./Social Security No.)

(This information and signature above authorizes us to review Client credit history.)

12-14-18

DATE

**PLEASE RETURN A SIGNED COPY TO
EARTH SYSTEMS PACIFIC**

951 943-6369

TELEPHONE NUMBER

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FAX NUMBER

Proposal: /klp/mss/mr

Distribution: Email/Perris Union High School District
1/Perris File