Carmel Unified School District

Revised July 29, 2022
July 20, 2022

Carmel USD
100 Nyland Drive
San Juan Bautista, CA 95045

Re: DSA Building for Learning Center

Attn: Yvonne Perez
Chief Business Officer

As a follow up to your recent inquiry, American Modular is pleased to provide a proposal for the above referenced project. Our proposal is based upon the HGBH conceptual Floorplan attached here and the inclusions/exclusions attached.

Carmel Unified School District is utilizing the provisions of the Santa Cruz City Schools Facility Services Contract and the scope of work as listed below, and in the Inclusions and Exclusions as outlined as the base of this contract. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

Base Proposal:
DSA approved modular various buildings, steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 50+15lb floor load, 99 basic wind load, 2019 CBC, Ss=1.251, Climate Zone 3, Non-WUI, FOB Carmel, CA.

1ea 96x40; 3,840 SF Learning Center
Design & Engineering Fees

$1,007,840
$26,700

Total $1,034,540

Terms:
Monthly progress payment net 20 days. Quote good for 60 days.

Schedule:
Letter of intent
07/29/22
PO/Contracts by:
08/21/22
Colors on or Before:
09/01/22
Procurement of Materials:
09/09/22
DSA Submittal
10/01/22
DSA Approval
02/02/23
Start In-Plant Production:
02/10/23
Delivery/Set:
June/July 2023
Ready for Occupancy:
August/September 2023

The Project Schedule is an estimation contingent upon building material availability as well as agency approval requirement(s) and is subject to change. The materials listed are based on the understood availability at the time this proposal was generated and may be substituted or altered by AMS in order to maintain the project schedule.

Attachments/Exhibits:
AMS conceptual Plans attached
Inclusions/Exclusions
Thank you for the opportunity to provide our proposal. If accepted, please sign below accepting the standard terms and conditions of our Cooperative Purchasing Contract, and per the descriptions and pricing listed above.

Accepted By:
Carmel Unified School District

Signature
Yvonne Perez, Chief Business Official

Date
8-24-22

American Modular Systems, Inc.

Signature
Dan Sarich, President

Date
07/29/22
Inclusions:

**General Inclusions**
- Coordination of building design/obtain DSA approval with District Architect
- 2019 CBC
- Coordination of points of connection with District Architect
- Delivery, Installation, Standard Craning and Rigging, Supervision
- Design of Concrete foundation – PC Based with 12" Footings and 18" Crawl Space

**Building Envelope**
- Steel Moment Frame DSA PC design, lifted structure for nominal 13.5’ height
- Steelscape PVDF Colored metal roof, 22 ga galv. single-sloped roof, nominal ¾:12 slope,
- 6 ft. front overhangs, 3 ft. rear overhangs, insulated enclosed soffits
- 1 ft. nominal side overhangs
- Cement Board fascia w/ single coat factory applied stucco soffit
- Lightweight Concrete over metal deck sub-floor
- 2x6 Wood framed non-bearing walls
- R-19 roof insulation, with 1” rigid insulation and plywood roof sheathing & R-19 walls

**Exterior**
- (4) 3'-0"x7'-0" 18 gauge HMD Exterior Doors w/ 16 gauge welded frames with side lite & nominal 1'-10" transom
- (7) 3'-0"x7'-0" 18 gauge HMD Exterior Doors w/ 16 gauge welded frames with nominal 1'-10" transom
- (1) 8'-0"x7'-6" 18 gauge HMD Exterior Double Doors w/ 16 gauge welded frames, (pair of 4'-0"x7'-6" doors)
- (3) 8050 Low-E dual-glazed tempered non-operable windows per plan, nail-on aluminum frames
- Hybrid Stucco with Integral color Exterior finish, modline flashing to be painted to match stucco
- Low to no VOC Primers and Paints - "Dunn Edwards", 3 color scheme

**Interior**
- 9' suspended T-bar ceilings with Armstrong 2'x4' lay-in mineral ceiling tiles throughout
- Painted Gypsum Ceiling in Restrooms
- AMS Standard carpet 28 oz. rubber wall base in Offices and conference space
- Sheet Vinyl Flooring with 6" self-coved base in Restrooms
- Sealed concrete floors in Storage Room
- AMS Koroseal School Collection vinyl tack board interior wall covering over ½" gyp-board with full panel enclosures
- FRP Wall covering at Restrooms
- 40LF operable wall, Modernfold Acousti-seal Series 900 or equal
- (1) Solid core interior white birch wood doors
- Painted Medex window trim

**Mechanical and Plumbing**
- Copper water piping, ABS waste piping
- (3) Indoor floor mounted single phase electric, HVAC units for Conference room & Storage room
- Single phase 2 – zone electric ductless split system w/ ceiling cassette air handlers and interlocked single zone
- ERV HVAC System for offices (condenser pad/fencing by others)
- Programmable T-Stats
- Standard ducted supply registers, ducted returns
- Exhaust fans at Restrooms (unconditioned)
- Standard AMS Wall Hung Plumbing fixtures per attached floor plan
Inclusions: (con’t)

**Electrical**
- AMS Standard LED Interior lighting
- Occupancy Sensors all rooms
- AMS Standard LED Exterior Light at each door
- Single phase lockable interior wall electrical panel stubbed to outside
- All low voltage conduits in wall only stubbed to above ceiling per plan provided by AOR (further coordination required) quantity per approved PC
- All in-wall Fire Alarm conduits and back-boxes per plan provided by AOR (further coordination required)

**Additional Features/Items**
- AMS Spec Casework, AMS Standard Wilsonart selection, (1) 48” ADA Just SS sink cabinet, (5) 36” base cabinets with countertop
- Standard AMS RR accessory package – mirrors, grab bars, & recessed toilet paper dispensers
- Semi-recessed fire extinguisher cabinets as required
- All site labor will be non-union prevailing wage
- Standard Schlage D-series, C-keyway cylinder locks, construction cores, VD99L where required by code and standard accessories
- AMS standard gutter and 2x3 downspouts
- Project/contract supervision
- Two-year warranty
- Contract & Project Management
- Crane charge
- All building POCs per forthcoming AMS coordination shop drawing
- Sales tax
- AOR of PC drawings – coordination & support of Project AOR

Exclusions:

**General Specification, Fees, and Site Requirements:**
- Local health department/other jurisdiction requirements
- Architect fees
- Union Labor
- Builders Risk Insurance
- Site security to include the delivered buildings
- DSA plan fees, Architect fees
- DSA inspection fees, lab testing both on-site and in-plant
- CHPS/LEED Commissioning fees
- Site Improvements/Underground Improvements & Infrastructure
- Import soils and/or soils tests
- Utilities/connection – (water, power, sewer, low voltage, gas, etc.)
- HVAC Condensate drywells
- Underground utilities to pad
- Water/Waste Connections
- All Under Floor Connections
- Condensate Drain Connections
- Special handling due to inaccessible site condition
- Crane Size over 120-ton
- Off-site staging of modular sections or lowering of modules to one crib
- Concrete flatwork, asphalt flatwork, curbs, retaining walls, mow strips
Exclusions: (con’t)

**Foundation, Foundation Prep:**
- Foundation pit excavation, off-haul of spoils or repair of underground hazards/unforeseen site conditions
- Foundation area drain, all drainage, Concrete foundation drywells
- Foundation pad preparation/engineered fill or controlled low strength material (CLSM)
- Import/export of all foundation spoils/foundation backfilling.
- Surveying, site preparation/site improvements
- Plans showing grades, benchmarks, maintenance of benchmarks, setbacks, finish floor heights, etc.
- Adequate all-weather vehicle/trades access to building pad
- Soils testing, soils reports
- Counterflashing
- Robert barrier

**Equipment and Devices:**
- Fire alarm system
- Ansul type fire suppression systems
- Restroom Accessories – soap dispensers, paper towel dispensers, feminine hygiene disposals, waste receptacles
- Fire Sprinkler System, Devices, Wiring, and Flow Report
- Sprinkler Start-up

**Electrical and Data:**
- Electrical Panel Connections to Main Electrical Panels under building
- Fire alarm system, devices, wire, controls
- EMS systems, EMCS systems pathways and/or coordination
- Load monitoring provisions
- Low voltage systems, motion detectors, intrusion/security systems, cameras, keypads
- IDF cabinets, wires, devices or pathways, pull strings
- ALL Signage
- Projection screens, projectors, TV/monitor brackets, CCTV
- Master distribution panels or electrical main distribution panels, transformers, and wiring to electrical sub-panels
- Low voltage systems, devices, pathways, wiring, controls, or connections to site including EMS
- Low Voltage Conduits/Trays in Chases/Attics
- IDF Cabinets
- EMS Systems or Connections
- Dedicated phone lines
- Public address system or intercom system
- Fire department radio speakers or associated wiring
- Intrusion system or motion detectors

**Site, Final Connection, Drainage and Plumbing:**
- Full time supervision
- Temporary power/water/phone, job trailer, fencing, internet
- Dust control, project debris bin
- SWPPP
- Security, portable toilets, dumpster, storage
- Sidewalks, flatwork, curbs, mow strips, landscaping
- Utilities/connections
- RWL connections to underground
Exclusions: (cont')

Miscellaneous:
- Sealing/waxing of finish floor coverings, walk-off mats at entry doors
- Window coverings, security screens, window/building awnings, side overhangs
- Appliances, furniture, soap/paper dispensers, hand dryers, changing tables, feminine hygiene dispensers
- Master keying
- Fire rated walls
- Exterior door stops
- Air balance reports/testing
- Water chlorination
- Gas
- Signage
- Seamless gutters
- Rated exterior walls
- Chlorination of water lines
- In-swinging exterior doors (all exterior doors to be out-swinging)

Notes:
1. The omission of any item(s) not listed in the assumed scope and/or exclusions shall not be construed to be included in this pricing. All projects per AMS standard PC guidelines, manufacturing methods, finishes and fixtures. AMS does not include direction and/or design for options not included in our scope unless otherwise stated or coordinated prior.
2. All AMS site labor will be non-union prevailing wage.
3. Working Saturdays and/or Holidays, is not included in this quote.
4. District must provide an ALL WEATHER truck accessible level/compacted prepared pad.
5. All projects per AMS standard PC guidelines, manufacturing methods, finishes and fixtures. AMS does not include direction and/or design for options not included in our scope unless otherwise stated or coordinated prior.
6. Point of Connection Drawings (POC) as coordinated with the AOR and design team, supersedes any previous drawings and/or communications regarding POCs, including the DSA approved drawings. The locations and sizing reflected on the POC sheet are the responsibility of the Architect of Record to provide the appropriate on-site contractors for coordination and execution.
7. Concrete foundation design & installation is based on DSA PC. If site conditions require a custom foundation, additional engineering and installation costs may be required.
8. HGHB drawings are for conceptual reference only. Final design and layout by AMS.
9. Route Survey to be performed upon contract, to determine if special escort/access is required.
10. Proposal assumes Default Soil Class C. If a soils report finds soil type to be different, a cost savings/add may be needed.
11. Foundation design and engineering by AMS, installation by others. AMS is not responsible for quality of installation, inspections, or acceptance of foundation. Any review performed by AMS shall be considered a courtesy to assist with the overall project success and does not remove the contractor's responsibility to comply with plans and specifications. Contractor performing foundation installation is responsible to ensure the foundation is completed per plans, specifications, and meets tolerances for modular buildings as described in drawings.
12. If foundation is provided by others, in the event engineering is required to accommodate errors or omissions, rework, or additional coordination/engineering all expenses shall be reimbursed to AMS. In addition, a $1,500 per hour back charge will occur if a delay due to grinding, leveling, etc... are required at time of installation.
13. All AMS products are to be considered relocatable at any future date after the initial installation.
14. Modules being stored at factory over 90 days will require payment.
15. The Project Schedule is an estimation contingent upon building material availability as well as agency approval requirement(s) and is subject to change. The materials listed are based on the understood availability at the time this proposal was generated and may be substituted or altered by AMS in order to maintain the project schedule.
APPROVAL CUSD
INDEPENDENT CONTRACT
All contracts must be approved by the Board of Education

Please return this signed cover sheet and the contract to the Business Office for review at least fourteen (14) working days prior to the next Board meeting.

Once received in the Business Office, the contract must be agendized for approval by the Board of Education at their next regularly scheduled meeting. Following Board approval, the contract will be signed and a copy will be returned to you.

Site/Department: MOT

Date(s) of Contracted Service: 3/21/22 - 6/30/22

Contractor Name: Cleary Consultants, Inc

Cost (not to exceed): $23,500.00

Description of Service: Geotechnical and Geohazard report for portable building at District Office.

☐ Pupil Records Rider  ☐ New Vendor (if checked, need W9)  ☐ Other __________________________

☐ Fingerprinting/TB Questionnaire completed  ☐ Insurance Received

☐ Ratified, reason __________________________

Funding Source: ☑ District  ☐ ASB  ☐ PTO/PTA  ☐ Other __________________________

☒ Fund 40  ☐ Fund 14  ☐ Fund 01  Budget Source: 40-0000-0-0000-8500-6240-00-002-9389-0033

I have read and understand the terms of and approve the attached contract:

Dan Paul

Site/Department Administrator Signature

Date 03/18/2022

☒ Reviewed by C.B.O. before being agendized. vp __________

initials

Board Approval Date: ______________  ☐ Copy sent to the Site/Department ______________

Date
CARMEL UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT:
EXTENDED TERM SERVICES

This Independent Contractor Services Agreement ("Agreement") is made and entered into effective March 21, 2022 (the "Effective Date") by and between the Carmel Unified School District ("District") and Cleary Consultants, Inc. ("Contractor").

1. Contractor Services. Contractor agrees to provide the following services: Geotechnical and Geological Hazard report for Portable Building on the Carmel Middle School campus project per attached proposal dated March 14, 2022.

2. Contractor Qualifications. Contractor represents that it or its principals or employees assigned to provide services under this Agreement have or shall have in effect all licenses, credentials, permits and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on March 21, 2022, and shall terminate upon completion of the scope of work, but no later than June 30, 2022. There shall be no extension of the term of this Agreement without express written consent by the District and Contractor.

4. Termination. The District may terminate this Agreement immediately at any time by giving written notice to the Contractor. Such written notice shall be sufficient to stop further performance of services by Contractor. In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any work performed up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. The District may then proceed with the work in any manner the District deems proper.

5. Payment. District agrees to pay Contractor at the rate of $23,500.00. This rate shall not be increased by the Contractor over the course of this Agreement. Total payment by District to Contractor shall not exceed $23,500.00. District agrees to pay Contractor within thirty (30) days of receipt of a detailed invoice.

6. California Residency. Contractor is a resident of the State of California.

7. Indemnity. The Consultant shall indemnify, but shall have no obligation to defend the District and its employees, Board of Trustees, and members of the Board of Trustees, from and against liability for damages arising out of or resulting from performance of this Agreement including, but not limited to, the Consultant’s use of the site; the Consultant’s completion of its duties under the Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, to the extent that any of the above described damages are actually caused by the negligent act, omission, negligence, or willful misconduct of the Consultant or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to
negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph

8. **Comprehensive General Liability and Automobile Insurance.** Without limiting Contractor’s indemnification as set forth in Section 7 hereof, Contractor shall, before beginning any of the services or work called for by any term of this Agreement, secure and maintain in full force and effect during the term of this Agreement, the following insurance (check all that apply):

   X□ Comprehensive General Liability, in an amount not less than:
      □ $500,000.00 per occurrence
      □ $1,000,000.00 per occurrence

   X□ Valid California Insurance Policy

The District shall be named as an additional insured on Contractor’s insurance policy by endorsement. The policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. A copy of the declarations page of Contractor’s insurance policy shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** While engaged in carrying out the terms and conditions of this Agreement, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

10. **Workers’ Compensation Insurance.** Contractor agrees to provide all necessary workers’ compensation insurance for Contractor’s principals and employees, if any, at Contractor’s own cost and expense.

11. **Fingerprinting.** Contractor shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1. Accordingly, by checking the applicable boxes below, Contractor and District agree to the following:

   A. X Contractor and principals, employees, and subcontractors assigned to provide services under this Agreement will have only limited or no contact with District students at all times during the Term of this Agreement.

   B. □ The following Contractor principals, employees, and subcontractors assigned to provide services under this Agreement will have more than limited contact with District students during the Term of this Agreement:

If Box B. above is checked fingerprints must be submitted to the Human Resources Officer or designee. (Education Code § 45125.1.)
Date Fingerpints cleared:

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting background check requirements have been satisfied and District determines whether any such contact is permissible.

12. **Taxes.** Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor agrees to defend, indemnify and hold District harmless from all State and Federal tax consequences and any related consequences stemming from or related to this Agreement. Contractor is independently responsible for the payment of all applicable taxes.

13. **Assignment.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

14. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Monterey County, subject to any motion for transfer of venue.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the Contractor, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.
19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.

20. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

21. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

22. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

23. **Board Approval/Ratification.** The effectiveness of this Agreement is contingent upon approval or ratification by the District’s Governing Board.

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**Carmel Unified School District**

By: [Signature]

Name: Ted Knight
Title: Superintendent

Date: 3/31/2022

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**Contractor**

By: [Signature]

Name: Christophe Ciechanowski
Title: Principal

Date: 3/18/2022

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By: [Signature]

Name: Yvonne Perez
Title: Chief Business Officer
Carmel Unified School District
Attn: Mr. Dan Paul, Facilities and Transportation Manager
4380 Carmel Valley Road
Carmel, CA 93923

RE: PROPOSAL FOR GEOTECHNICAL AND GEOLOGIC HAZARD INVESTIGATION NEW MODULAR CLASSROOM BUILDING PROJECT CARMEL MIDDLE SCHOOL 4830 CARMEL VALLEY ROAD CARMEL, CALIFORNIA

Dear Mr. Paul:

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 Carmel Middle School campus in Carmel, 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 HGHB Architecture, dated September 2021. We understand that the project will include the installation of a new single story 96-foot by 40-foot building of modular construction. Structural loads are expected to be typical for this type of construction. Associated improvements will also include exterior concrete pedestrian sidewalks and utilities.

A preliminary literature review indicates that the site is mapped within a zone of low/potential liquefaction hazard and approximately ¼ mile northeast of the inferred location of an unnamed fault trace associated with the Hatton Canyon and Cypress Point faults. As discussed, the geohazard portion of this investigation will only include a literature review of available previous studies, maps, and aerial/satellite photographs of the vicinity of the project site, and a site reconnaissance by an Engineering Geologist to determine the likelihood of the site being occupied by a fault. Any additional geological hazard study, such as additional borings, a geophysical study, an investigation trench, etc. is not included in our scope but can be provided at an additional cost, if necessary.
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.

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. Modular building foundation type, allowable bearing pressures, and minimum foundation depths and widths.

e. Estimated foundation settlements.

f. Subgrade preparation and aggregate baserock sections for new exterior pedestrian concrete slabs-on-grade.

g. Treatment of expansive soils (as required).

h. Backfill and compaction of utility trenches.

i. Surface and subsurface drainage.

j. 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, landsliding, flooding, and dam failure inundation with recommended mitigation measures, where appropriate.

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 $13,600. 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 be performed through a third party. The estimated cost of this work is $8,800. We estimate that a private underground utility service to clear the boring locations will be $1,100.

As requested, an environmental soil screening of the site soils has not been included in our scope of work for this project.

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.

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.

CLEARY CONSULTANTS, INC.
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)
         HGHB Architects (email)  Attn: Kenneth Scates

Please mark authorized services with a check.

- [ ] Geotechnical and Geohazard Investigation $13,600
- [ ] Utility locator service for two exploratory boring locations $1,100
- [ ] Seismic design parameter analysis through third party $8,800 (optional/if necessary)
- [ ] All Services Total $23,500

[Authorization Signature]

Approved By __________________________ Date 3/31/2022

CLEARY CONSULTANTS, INC.
Please return this signed cover sheet and the contract to the Business Office for review at least fourteen (14) working days prior to the next Board meeting.

Once received in the Business Office, the contract must be agendized for approval by the Board of Education at their next regularly scheduled meeting. Following Board approval, the contract will be signed and a copy will be returned to you.

Site/Department: MOT  Date(s) of Contracted Service: 7/1/2021 - 11/30/2021

Contractor Name: HGHB  Cost (not to exceed): $28,000 + $500 Reimbursable expense

Description of Service: Design study for administrative modular building adjacent District Office

☐ Pupil Records Rider  ☐ New Vendor (if checked, need W9)  ☐ Other __________________________

☐ Fingerprinting/TB Questionnaire completed  ☐ Insurance Received

☒ Ratified, reason Amendment to original contract

Funding Source: ☒ District  ☐ ASB  ☐ PTO/PTA  ☐ Other __________________________

☒ Fund 40  ☐ Fund 14  ☐ Fund 01  Budget Source __________________________

I have read and understand the terms of and approve the attached contract:

Dan Paul  
Site/Department Administrator Signature  05/19/2021  Date

☒ Reviewed by C.B.O. before being agendized. vp___________

initials

Board Approval Date: 06/09/2021  ☒ Copy sent to the Site/Department  06/11/2021  Date
AMENDMENT TO MASTERPLANNING AGREEMENT FOR ARCHITECTURAL SERVICES

Carmel Unified School District (the “District”) and HGBH (the “Architect”) amend the Agreement entered into on April 29, 2020, to include the following Project:

Project Description:
Administrative Modular Building Feasibility Study for District Office Site

The Scope of Work:
Per attached proposal dated May 12, 2021

Project Schedule:
July 1, 2021 – November 30, 2021

Rate Schedule:
Professional Fees $28,000.00
Reimbursable Expenses $500.00


Public Liability and Property Damage Insurance: Per Master Agreement dated November 1, 2019

All other recitals, terms and conditions in the Agreement remain unchanged.

ARCHITECT
HGHB
By: [Signature]
Kenneth Scates

DISTRICT
CARMEL UNIFIED SCHOOL DISTRICT
By: [Signature]
Superintendent

Chief Business Official
May 12, 2021

Ms. Yvonne Perez
Chief Business Official
Carmel Unified School District
4380 Carmel Valley Road
Carmel, CA 93923

Regarding: Feasibility Study for CUSD Administrative Modular Building

Dear Ms. Perez,

We are pleased to assist the District with the Feasibility Study and Initial Conceptual Design/Space Planning of the CUSD District Office Portable Space. We understand that the District is looking to expand their existing administrative office space of their District Office, located adjacent to Carmel Middle School.

HGHB’s role in this project is primarily to determine the spatial needs of the new offices, assess the feasibility of the project, and provide initial conceptual design layouts. In brief, our work will include:

1. Interview stake holders to determine space requirements of the following:
   a. IT Staff
   b. Restrooms (exterior access)
   c. Conference Rooms
   d. Staff training space
2. Contract with a Civil Engineer (C2G) to determine the optimal location of the new office based on terrain, traffic and size
3. Contract with Electrical Engineer (Aurum) to assess the existing electrical service and capacity to serve the new building
4. Contract with Traffic Consultant (Higgins) to determine traffic impact of new building and future projects as proposed by the CUSD Master Plan
5. Contract with Estimator (Cumming) to determine preliminary cost of new work
6. Assess parking needs and recommend additional parking options if necessary
7. Preliminary Entitlement and Permitting research to assess schedule and regulatory feasibility of project
8. At the completion of this Study, provide a proposal for Construction Drawings, DSA Approval, bidding support, Construction Administration & Project Closeout, based upon the findings of the Study.

In making our proposal, we assume that the initial conceptual and feasibility work is not subject to either DSA or local City/County approvals. We also assume that there will be no public meetings or public approval
processes requiring our attendance. If needed, attendance at such meetings will be provided on a time and expense basis at our standard billing rates.

We have allowed for some time within our proposal to communicate with EMC Planning Group regarding any significant entitlements that they may foresee at this preliminary study level which could impact either the schedule or budget for this project. We assume that EMC will contract directly with CUSD for their efforts.

We estimate our professional fees for the Scope of Work described above, including an allowance for consultant fees to be $28,000 (Twenty-eight Thousand dollars). The fee does not include reimbursable expenses, such as scanning of documents or plotting and related expenses. We estimate a budget of $500.00 for these expenses and will bill our expenses at 1.15 times our Direct Cost.

We are prepared to immediately commence work upon your authorization. We hope this proposal is clear and responsive to the District’s needs. Please call me if I can clarify anything.

Sincerely,

Kenneth Scates, AIA, NCARB
Principal
APPROVAL CUSD
INDEPENDENT CONTRACT

All contracts must be approved by the Board of Education

Please return this signed cover sheet and the contract to the Business Office for review at least fourteen (14) working days prior to the next Board meeting.

Once received in the Business Office, the contract must be agendized for approval by the Board of Education at their next regularly scheduled meeting. Following Board approval, the contract will be signed and a copy will be returned to you.

Site/Department: MOT

Contractor Name: HGBH

Date(s) of Contracted Service: 4/7/2022 - 10/30/2023

Cost (not to exceed): 168,750.00

Description of Service: Architectural services for new learning center at Carmel Middle School site.

☐ Pupil Records Rider ☐ New Vendor (if checked, need W9) ☐ Other ____________________________

☐ Fingerprinting/TB Questionnaire completed ☐ Insurance Received

☐ Ratified, reason ____________________________

Funding Source: ☑ District ☐ ASB ☐ PTO/PTA ☐ Other ____________________________

☑ Fund 40 ☐ Fund 14 ☐ Fund 01 Budget Source 40-0000-0-0000-8500-6210-00-029-9389-0033

I have read and understand the terms of and approve the attached contract:

Dan Paul
Site/Department Administrator Signature ____________________________ 03/09/2022 Date

☑ Reviewed by C.B.O. before being agendized. yp ____________________________

initials

Board Approval Date: 4/18/22 ☑ Copy sent to the Site/Department 4/18/22 Date
AMENDMENT TO MASTERPLANNING AGREEMENT
FOR ARCHITECTURAL SERVICES

Carmel Unified School District (the “District”) and HGHB (the “Architect”) amend the Agreement entered into on April 29, 2020, to include the following Project:

Project Description:
Learning Center at Carmel Unified School District – District Office

The Scope of Work:
Per attached proposal dated February 25, 2022

Project Schedule:
April 7, 2022 – October 30, 2023

Rate Schedule:
Professional Fees $168,750.00


Public Liability and Property Damage Insurance: Per Master Agreement dated November 1, 2019

All other recitals, terms and conditions in the Agreement remain unchanged.

ARCHITECT

HGHB

By: ___________________________
Kenneth Scates

DISTRICT

CARMEL UNIFIED SCHOOL DISTRICT

By: ___________________________
Superintendent

By: ___________________________
Chief Business Official
March 2, 2022

Ms. Yvonne Perez
Chief Business Official
Carmel Unified School District
4380 Carmel Valley Road
Carmel, CA 93923

Regarding: Architectural and Engineering Services in connection with a New Administrative Annex to be located in proximity to the existing Administration Building at the Carmel Middle School Site.

Dear Ms. Perez,

We appreciate this opportunity to provide you with a proposal for providing Architectural Services for the new Administration Annex to be located at the Carmel Middle School site.

We have defined a scope of work that reflects an implementation plan of the Conceptual Design represented in the attached “CUSD Admin Annex Concept. Design”. We understand that the current hard cost budget for this project is $2,800,000.

The work will be delivered as a singular project, with the building, and building foundations purchased by the District under a “piggy-back” arrangement. The building will be designed and constructed as an “at-grade” installation with steel framed floor on CMU stem walls and concrete spread footings. Sitework, plumbing connections, electrical service to the buildings and the Audio/Visual system will bid through General Contractors and the project will be submitted to DSA as an “over-the-counter” project for previously checked (PC) plans. We understand that this project will not be subject to local jurisdictional oversight and therefore have not included any entitlement services other than the customary DSA processing.

The scope of our work for this authorization will involve: 1) The preparation of Construction Documents related to sitework accommodations for the building, 2) Coordination with a modular building manufacturer to obtain PC drawing/specification sets to include with the DSA submittal, 3) DSA approval processing 4) Bidding Phase Services and 5) Construction Administration and Post Construction services. The work of this authorization will include the services of our Structural Engineer (limited to site
retaining walls); Donald C. Urfer & Associates, our Civil Engineer; Whitson Engineers, our Electrical Engineer; Aurum Consulting Engineers and our Acoustical/AV Consultant; Salter. No other consultants are anticipated at this time and we have excluded further cost estimating from our proposal. Should additional consultants be required, they would be billed as an additional service.

We propose to execute our services for the work for a lump sum fee of $168,750 as broken out below. Invoices will be billed monthly and in proportion to the percentage complete.

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Structural Engineering (limited to site work)</td>
<td>5,500</td>
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<tr>
<td>Civil Engineering (Whitson Engineers)</td>
<td>24,530</td>
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<tr>
<td>Electrical Engineering (Aurum)</td>
<td>22,000</td>
</tr>
<tr>
<td>Acoustical and Audio/Visual (Salter)</td>
<td>51,370</td>
</tr>
<tr>
<td>Misc. Expenses budget</td>
<td>1,600</td>
</tr>
<tr>
<td>Architectural (HGHB)</td>
<td>63,750</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$168,750</strong></td>
</tr>
</tbody>
</table>

We are prepared to immediately commence work upon your authorization and anticipate submittal to DSA within 90 days from authorization to proceed. We hope this proposal is clear and responsive to the District’s needs. Please call me if I can clarify anything.

Sincerely,

Kenneth Scates, AIA, LEED AP
Principal
03.09.2022
Preliminary and rough Schedule for CUSD Administrative Annex

Authorization to Proceed April 7, 2022
Submission to DSA July 7, 2022 (3 months)
DSA review and Backcheck November 7, 2022 (4 months)
Receive GC Bids December 5, 2022 (6 weeks)
Board approval of bids December 14, 2022
Commencement of Construction, Site and Plant Jan. 9, 2023
Completion of Construction May 9, 2023 (4 months)

Note: Projections assume approvals, both user group and Board, are expedited
# Learning Center Project Budget

April 6, 2022

<table>
<thead>
<tr>
<th>Project No</th>
<th>Description</th>
<th>Object</th>
<th>Budget</th>
<th>Comments</th>
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<td>9389</td>
<td>Site Support Costs</td>
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<td>Hazmat</td>
<td>6157</td>
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<td></td>
<td>Sites - Demolition</td>
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<td>Buildings and Improvements</td>
<td>6200</td>
<td>$ 1,500,000.00</td>
<td>Modular Manufacturer</td>
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<td>Architect</td>
<td>6210</td>
<td>$ 168,750.00</td>
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<td></td>
<td>DSA (CGS)</td>
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<td>Geotech - Estimate</td>
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<td>Other costs, planning</td>
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<td>Advertising, Reimb, blueprints</td>
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<td>General Contractor - Estimate</td>
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<td>Construction Management Fees</td>
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<td>Bldgs, Other Construction</td>
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<td>FF&amp;E</td>
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</table>

**Total**  
$ 3,200,000.00
TESTS OF MATERIALS SHALL AND TESTING LABORATORY SHALL BE IN ACCORDANCE WITH SECTION 4-331, PART 1, PROFESSIONAL ENGINEER, DSA. OR ADDENDA, AND SHALL BE APPROVED BY DSA PRIOR TO FABRICATION AND INSTALLATION.

OF WORK PROPOSED, A CONSTRUCTION CHANGE DOCUMENT DETAILING AND SPECIFYING THE REQUIRED CHANGE(S) SHALL BE SUBMITTED TO AND APPROVED BY DSA-ACCESS BEFORE PROCEEDING WITH THE WORK.

ACCORDANCE WITH SECTIONS 4-336 AND 4-343, PART 1, TITLE 24.

APPROVED BY DSA. CONSTRUCTION CHANGE DIRECTIVE AND ADDENDA ARE NOT VALID UNTIL APPROVED BY DSA.

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS IN THE FIELD BEFORE COMMENCING WORK.

DURING CONSTRUCTION AND DEMOLITION MANUFACTURER'S RECOMMENDATIONS.

INDICATED ON THE DRAWINGS AND SPECIFICATIONS.

THE SAME SIZE AND CHARACTER AS FOR SIMILAR CONDITIONS WHICH ARE SHOWN AND NOTED.

ON THE DRAWINGS OR CALLED FOR IN THE SPECIFICATIONS, THEIR CONSTRUCTION SHALL BE OF

MANUFACTURER'S RECOMMENDATIONS.

EYE PROTECTION OR EQUIVALENT. SEE C.F.C. FOR REQUIREMENTS FOR ON SITE WELDING.


ADAAG (28CFR PART 36 APPENDIX A)

1.7

ALL TESTS TO CONFORM TO THE REQUIREMENTS OF SECTION 4-335, PART 1, TITLE 24, AND APPROVED TESTS AND A COPY OF PARTS 1 AND 2, TITLE 24 C.C.R. SHALL BE KEPT ON THE JOB SITE AT ALL TIMES.

SUPERVISION OF CONSTRUCTION BY DSA SHALL BE IN ACCORDANCE WITH SECTION 4-334, PART 1, TITLE 24.

PROVIDE SIGNS WARNING AGAINST LOOKING AT WELDING WITHOUT PROPER

ALL LOCAL CODES, ORDINANCES AND REGULATIONS ARE HEREBY MADE PART OF THE PLANS

A. DIMENSIONS AT INTERIOR WALLS ARE GIVEN TO FACE OF STUDS (FOS), UNLESS OTHERWISE NOTED.

B. BUILDING MATERIALS AND THEIR CONSTRUCTION SHALL BE SHOWN BY SHEET NUMBERS.

C. THE ITEMS MARKED BY * IN DRAWING INDEX ARE ACCEPTABLE FOR INCORPORATION INTO THE CONSTRUCTION OF THIS PROJECT

C. THESE DOCUMENTS HAVE BEEN EXAMINED BY ME AND HAVE BEEN FOUND TO MEET THE APPROPRIATE REQUIREMENTS OF TITLE 24, PART 6 C.C.R. FOR WHICH I AM THE INDIVIDUAL DESIGNATED TO BE IN GENERAL RESPONSIBLE CHARGE.

ARCHITECT: KNA STRUCTURAL ENGINEERS

PHONE: 831.646.3330

CONTACT: dpaul@carmelunified.org

MONTEREY, CA 93940

CARMEL MIDDLE SCHOOL

PLAN NORTH

OCCUPANT LOAD:

OCCUPANCY GROUP:

FOR WHICH I AM THE INDIVIDUAL DESIGNATED TO BE IN GENERAL RESPONSIBLE CHARGE.

THE ITEMS MARKED BY * IN DRAWING INDEX ARE ACCEPTABLE FOR INCORPORATION INTO THE CONSTRUCTION OF THIS PROJECT

THESE DOCUMENTS HAVE BEEN EXAMINED BY ME AND HAVE BEEN FOUND TO MEET THE APPROPRIATE REQUIREMENTS OF TITLE 24, PART 6 C.C.R. FOR WHICH I AM THE INDIVIDUAL DESIGNATED TO BE IN GENERAL RESPONSIBLE CHARGE.