

CAMPBELL·GEO, INC.

ENGINEERING GEOLOGY · HYDROLOGY · GEOENVIRONMENTAL SERVICES

May 23, 2013

Santa Barbara Unified School District
720 Santa Barbara Street
Santa Barbara, CA 93101

Attn: Mr. David Hetynk

Subject: Proposal – Geologic Hazards and Geotechnical Evaluation: Peabody Stadium
Santa Barbara High School
700 East Anapamu Street
Santa Barbara, California

Dear Mr. Hetynk:

INTRODUCTION

Pursuant to the May 20, 2013 memo from KBZ Architects, Inc., Campbell·Geo, Inc. is pleased to present this proposal for a geologic hazards and geotechnical evaluation of the site conditions affecting the existing grandstand and pedestrian bridges located southwest and west of the play field at Peabody Stadium at Santa Barbara High School. Based on the provided document from the State of California, General Services, Division of the State Architect (DSA Procedure 08-03), geologic hazards need to be evaluated for this project.

A preliminary structural evaluation, following the cited DSA procedure, has been conducted by Kanda and Tso Associates, as summarized in a January 31, 2013 report provided to us. The options of renovation or rebuilding of the grandstand will be evaluated by the architect and structural engineer. No detailed plans have been prepared.

Geologic hazards will be evaluated in accordance with state guidelines (California Geologic Survey Notes 42 and 48). The DSA procedure requires an initial analysis of seismic shaking and surface rupture (faulting). As requested to support the design, the hazards pertaining to liquefaction and landslides will also be evaluated.

SCOPE OF WORK

Task 1 - Aerial Photo Evaluation

We will initially review aerial photographs (stereo pair) to evaluate the presence of unmapped geologic hazards (primarily fault branches) affecting the building site.

Task 2 – Map Preparation/Field Work

For the stadium site, we will prepare a regional fault location map and a geologic map of the site and vicinity. A geologic cross-section will also be prepared for the site, including the slope adjacent to and supporting part of the grandstand.

A subsurface investigation is planned with exploratory borings. In addition to utilizing Underground Service Alert, we will meet with District staff to review borehole locations and request identification of underground utilities at those locations. A hollow-stem auger drill rig will be coordinated by Campbell-Geo. Four borings are planned in the vicinity of the grandstand. At least two of the borings will be located at the edge of the playfield or in the track asphalt surface, subject to access. The borings will be logged and sampled by geologists from this office to determine depth to groundwater, SPT blow counts, and lithologic conditions related to liquefaction. Samples will be analyzed for geotechnical parameters to be used in the liquefaction analysis and the slope stability analysis.

Task 3 – Analysis and Report

We will describe historical seismicity, discuss local faults and geologic structure, and identify geologic hazard zones (if any exist) in the City of Santa Barbara Safety Element or in selected county/state publications that affect the school site. Our seismology/earthquake ground motion analysis will be conducted in accordance with the current (2010) CBC and CGS Note 48 (January 2011). We will also present the slope stability analysis and the analysis of liquefaction. Soil settlement analysis, determination of

the presence of expansive/corrosive soils, and grading/foundation recommendations will be provided. We assume that the project civil engineer will evaluate flooding and surface water control, as needed.

FEES

Our fees are tabulated below by task:

Task 1 – Aerial Photo Evaluation/ Preliminary Mapping/Coordination

Aerial Photographs	\$ 350
Evaluate map and photo features	520
Subtotal Task 1:	\$ 870

Task 2 – Map Preparation/Borehole Logging & Sampling

Principal Geologist	\$ 1,300
Staff Geologist	2,125
Drill Rig (1 day @ \$1,725/day)	1,725
Mob/Demob/Crew Travel/Materials	500
Asphalt Coring	275
Lab Fees	1,350
Surveyor (will use Simpson Land Surveying or another surveyor - direct bill to District)	N/A
Subtotal Task 2:	\$ 7,275

Task 3 – Report

Principal Geologist	\$ 2,080
Staff Geologist	2,125
Geotechnical Engineer	2,750
Slope Stability Analysis	1,950
Seismic Analysis	445
Clerical	260
Drafting	375
Subtotal Task 3:	\$ 9,985

ESTIMATED TOTAL

\$ 18,130

Additional field work, grading plan review, hearings or meetings are not included in the costs estimated above. If our services are required as the project progresses, a separate budget can be developed in the future.

Mr. David Hetyonk
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SCHEDULE, INSURANCE, TERMS, CONDITIONS

We expect to be able to schedule a drill rig within two weeks of authorization. We will provide a report within six weeks of completing field work.

We carry Workers' Compensation insurance as required by state law and general liability insurance in the amount of \$1,000,000.

A copy of our Standard Conditions is enclosed.

If the proposed scope of work, fees, and conditions are acceptable to you, please sign the authorization space below and return a copy to our office.

Sincerely,
Campbell-Geo, Inc.



Steven H. Campbell
President

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Clients\Proposals\SBUSD_Peabody Stadium P1.doc

Enclosures: Fee Schedule
Standard Conditions

cc: KBZ Architects, Inc.
Attn: Mr. Joe Wilcox (without enclosures)

AUTHORIZATION: _____

DATE: _____

C A M P B E L L · G E O , I N C .

CAMPBELL GEO, INC.

ENGINEERING GEOLOGY · HYDROLOGY · GEOENVIRONMENTAL SERVICES

FEE SCHEDULE

* PROFESSIONAL SERVICES

	<u>RATE/HOUR</u>
Principal Geologist/Engineer	\$130.00
Project Geologist/Engineer	95.00
Staff Geologist/Engineer/Professional	85.00
Master Technician	105.00
Field Technician	65.00

Deposition, Hearing and Court Appearance

\$1,500 per day (minimum)

Preparation for Testimony (one hour minimum) \$200.00

* ADMINISTRATIVE SERVICES

Clerical/Administrative Manager	\$65.00
Drafting	\$75.00

* MISCELLANEOUS SERVICES/EXPENSES

Laboratory Fees	Cost + 15%
Photocopies (per copy)	\$0.20
Mileage (per mile) + time from portal to portal	\$0.55
Recovery Systems	Cost + 15%
Pump Rental (per day)	\$50.00
PID/OVA Rental (per day)	\$100.00

Other third-party expenses, incidental expenses and additional report copies (which shall include clerical time, photocopies, blueprints, etc.) are billed at cost +15%.

Invoices will be submitted at the completion of work or at one-month intervals. Invoices are payable upon receipt. Invoices 30 days past due will be subject to a service charge of one percent (1 %) per month from date of invoice.

Note: Fees subject to annual cost of living increases.

Fees effective January 2013

Administrative/Operations/Feeschedule2013.doc

CONDITIONS OF CONSULTANCY

This agreement shall be binding upon the heirs, executors, administrators, successors, assigns, partners and joint ventures of Client and Campbell-Geo, Inc. (hereinafter referred to as "Consultant"). The individual or individuals signing this agreement warrant that they are authorized to enter into a binding agreement of this nature, and that no further action is required for the effectiveness of this agreement.

A. Relationship Between the Parties

1. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
2. This agreement contains the entire agreement between Client and Consultant relating to the Project and the provision of services to the Project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications or extensions of this agreement shall be in writing, executed by both Client and Consultant.
3. Consultant shall only act as an advisor in all governmental relations and shall have no further obligations unless specifically agreed upon in writing between Consultant and Client.
4. Client and Consultant agree to cooperate with each other in every way to complete the work for which Consultant was retained.
5. Client and Consultant acknowledge that either party has the right to terminate this agreement at any time without cause.

B. Work Product

1. Unless otherwise agreed to in writing, all original papers documents, drawings, and other work product of consultant, and copies thereof, produced by Consultant pursuant to this agreement, except documents which are required to be filed with public agencies, shall be the joint and several property of Consultant and Client and may be used by Consultant without the consent of Client.
2. Client acknowledges that his/her/its right to utilize the services and work product 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, absent a written agreement to the contrary, Consultant has the unrestricted right to use the services provided pursuant to this agreement as well as all work product provided pursuant to this agreement.
3. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by Consultant, which are not final and which are not signed, and stamped or sealed by Consultant. Client agrees to be liable and responsible for any such use of non-final plans, drawings, or other work product not signed by and stamped or sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings, or other work product are for the exclusive use of Client and may be used by Client only for the Project described on the face hereof. Such final plans, drawings or other work product may not be changed nor used on a different project without the prior written authorization or approval by Consultant.

C. Fees and Costs

1. Upon written request, Client shall promptly execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges that are necessary to perform the terms of this agreement.
2. Client shall pay the costs of permits, blueprints, and all other charges not specifically covered by the terms of this agreement. Should Client desire extra copies of reports or portions of Consultant's files pertaining to the Project, such copies shall be provided upon Client depositing with Consultant an estimated labor and materials charge for making the copies.
3. Consultant has a right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for work performed.
4. Unless expressly stated as being a fixed price contract in this agreement, all work by Consultant is on a time and materials basis only. Consultant's time and the time of Consultant's staff are billed in minimum increments of 0.25 hrs (15 minutes) for any task, irrespective of its duration. The time for all telephone calls relating to the Project is charged, including telephone calls with Client, governmental entities, other consultants and other persons or entities related to the Project. From time to time, Consultant's personnel may confer among themselves about Consultant's Project; in such event, each person will charge for the time expended. Consultant's fees are based on the current prevailing hourly rates. Consultant's current hourly rates are set forth in the current Fee Schedule (enclosed with this agreement).
5. Consultant sends monthly statement setting forth the fees, costs, and expenses incurred on the Project. Client agrees that the periodic billings from Consultant to Client are correct unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies or errors in the billing. Client's payment of Consultant's statement must be received within thirty (30) days after the invoice date. For example, Client may receive an invoice dated June 5 for May's fees, costs, and expenses; and Client's payment is to be received by Consultant by July 5. Should Client's payment not be timely made, Consultant reserves the right to immediately discontinue providing services under this agreement. Additionally, if Client's payment of any statement is not timely received by Consultant, a service charge of 1.5% per month or 18% per annum will be charged on the balance due.
6. Consultant 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 Bankruptcy Petition seeking relief under United States Bankruptcy Code or if there is an Involuntary Bankruptcy Petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of 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.

7. This agreement shall not be construed to alter, affect or waive any lien or stop notice right which Consultant may have for the performance of services pursuant to this agreement. Client agrees to separately provide to Consultant 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 Consultant with the name and addresses of any and all lenders who would loan money on the Project and who are entitled to receive a preliminary notice.
8. If Consultant, pursuant to this agreement, produces reports, plans, specifications, or other documents and/or performs field work, and such reports, plans, specifications, 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.
9. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in cost of living, during the lifetime of this agreement, such percentage increase shall be applied to all remaining compensation. Any such increase shall be made on an annual basis subject to negotiations and agreement between the parties. In no event shall the amount be less than the amount charged for the prior year's wages and benefits.
10. 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.
11. In the event that any of Consultant's fieldwork is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of redoing the work shall be paid for by Client as extra work. Client acknowledges that the work performed by Consultant pursuant to this agreement is based upon field and other conditions existing at the time of preparation of Consultant's work. Client further acknowledges that field and other conditions may change over time and that clarifications, adjustments, modifications and other changes may be necessary to reflect changed field conditions or other changes.
12. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the Project, not to exceed any contract limit specified herein. Client acknowledges if the Project work is suspended and restarts, there will be additional charges due to suspension of the work which shall be paid for by client as extra work.

D. Liability of Consultant

1. Client agrees to indemnify, hold harmless, and defend Consultant from any and all claims, costs, suits and damages, including defense costs and attorney's fees arising out of Consultant's use of plans, specifications, reports, studies or other documents and information provided Consultant either by Client, or at the Client's direction, by a person or entity not a party to this contract.
2. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reasons of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information, approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant is not responsible for damages nor shall Consultant be deemed to be in default of this agreement.
3. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies, including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, or plan approvals, and building permits.
4. Prior to filing any action at law or equity, including an action for declaratory relief, the parties shall first attempt to mediate the dispute. If such mediation fails then the dispute shall be subject to binding arbitration which shall be held in Santa Barbara County utilizing the Santa Barbara Superior Court's arbitration panel. Client waives the right to bring, try or remove such litigation to any other county or judicial district. The costs of mediation and arbitration shall be paid equally between the parties. The prevailing party shall be entitled to costs and reasonable attorneys' fees not to exceed \$10,000.00, which fees may be set by the arbitrator.
5. Client acknowledges that Consultant is not responsible for the performance of work by third parties, including, but not limited to, contractors, subcontractors, and sub-consultants hired by Consultant for Client.
6. Consultant makes no warranty, either express or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of engineering geologic practices in effect at the time of performance and under the direction of a registered professional engineering geologist.
7. In that event, the Client agrees to, permits or authorizes changes in the plans, specifications, reports, or documents prepared by Consultant pursuant to this agreement, which changes are not consented to in writing by Consultant, Client acknowledges that the changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes and their effects.
8. In the event Client discovers or becomes aware of changes in the field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the Project, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications, or other changes to Consultant'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 changes filed or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
9. Client agrees to limit Consultant's liability to Client and to all contractors and subcontractors on any project by Client, due to professional negligence, acts, errors or omissions of Consultant to the sum of \$50,000 or Consultant's fees, whichever is greater.

E. Insurance

1. Consultant maintains workers' compensation insurance and commercial general liability insurance for bodily injury and property damage in the amount of \$1,000,000. Certificates of Insurance will be provided to Client upon request. Consultant agrees to carry this insurance throughout the duration of the Project. Consultant shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts of coverage of Consultant's general liability insurance then in effect to protect Consultant or Client at Client's sole expense. Client agrees to carry workers' compensation insurance for all employees and to obtain Certificates of Insurance upon request from all other contractors for such insurance as well as general liability insurance. Client where applicable shall carry general liability insurance for the Project and a reasonable amount of casualty insurance.

F. Water Issues

1. With respect to groundwater supply exploration projects, if more than one test hole, water well, or pump test is required in order to find a satisfactory source of water or determine well or aquifer reliability, Client will be solely responsible for additional contractor and Consultant charges for the additional test holes, wells or tests.
2. Consultant's estimates of water quality or quantity available from a new or proposed well are not guarantees. Consultant's estimates are believed to be reasonably accurate, given available data, and are subject to the vagaries of weather, acts of God, pumping competition from neighbors and eventual mechanical failure of the well over time.

G. Witness Services

1. Client agrees that in the event Consultant is called as a witness in relation to any action concerning the Project or resulting from Consultant's retention that Client will pay Consultant's hourly rate for each hour expended for all appearances, travel time, and reasonable preparation therefore. Consultant shall also be paid costs of travel, accommodation and meals if applicable.
2. Client agrees that Consultant will not be designated as an expert witness within the meaning of California Code of Civil Procedure Section 2034 et. seq. for the purpose of any judicial or non-judicial hearing without the express written permission of Consultant.
3. In the event Consultant is called upon to testify or appear by subpoena or at the request of Client for any judicial or non judicial hearing, including any appearance before any governmental agency, which Consultant had not specifically agreed to appear as provided in the scope of work defined herein for the Project, in that case Consultant shall be paid his standard hourly rate for testimony, travel time and preparation time. Consultant shall also be paid costs of travel, accommodation and meals if applicable. Consultant may refuse to appear for any such appearance if not compelled to do so by law.

H. Hazardous Materials and Subsurface Investigative Conditions

1. Hazardous materials encountered in borings or excavations will be left onsite, covered in plastic or in steel drums. The disposal of these materials will be the responsibility of the "Client" unless otherwise agreed in writing.
2. It is understood that site characterizations or evaluations may not fully delineate the plume or area of contamination, and that additional borings, over and above those proposed by the "Consultant" in this proposal, may be required. If the Client wishes the Consultant to proceed with that work, then the Consultant will charge the applicable hourly rates, if Consultant agrees in writing to perform those services.
3. It is understood that all contamination or contamination sources (tanks, etc.) may not be found during a site characterization study. Client accepts that contamination or sources located between borings or other sample points are not the responsibility of the Consultant.
4. Client agrees to review boring locations and to advise Consultant of onsite utility locations. Consultant agreed to use standard utility location maps and services in order to determine utility locations in public right-of-way. Consultant will assume no liability for damage to or consequences from damage to buried utilities.
5. Consultant and Client agree that Consultant has not caused any hazardous conditions existing at this site and that Consultant fees do not reflect the potential loss or injury that may result from such conditions. Therefore, Client agrees to defend, indemnify, and hold harmless Campbell Geo, Inc., its employees, agents, directors and shareholders from any and all liability resulting from injury or loss by any party arising out of our service provided under this contract, except insofar as such losses arise from Consultant's sole gross negligence. Consultant agrees to perform services in a professional manner in accordance with current standards of geologic engineering practices in the community.
6. Unless otherwise agreed upon in writing, Consultant upon termination of the Project, will backfill but not re-compact exploratory borings, test pits, trenches, sumps or excavations required to remove contaminated soil. With respect to "site assessments" for hazardous materials: (i) Consultant agrees to diligently pursue areas where contamination would be expected to be found. Consultant does not, however, make any guarantees concerning contamination that may be present in areas not investigated; (ii) Consultant does not warrant that cleanup levels, procedures for completing work and/or cleanup cost recovery programs established by governmental authorities will remain fixed over time. Consultant agrees to authorize subcontractors to clean up soil and groundwater contamination to the best of Consultant's ability and within standards generally prevalent in the industry. Consultant does not, however, warrant that all contamination will be found at any given site, or that small "pockets" of contamination will not remain undetected.
7. Client agrees to accept all current and future liability for waste generated on Client's property or by Client's activities.