

April 2, 2021  
Project No. 1388.5  
Ser. 6791

San Mateo-Foster City School District  
Attn: Robert Price  
1410 South Amphlett Boulevard  
San Mateo, California 94402

**RE: BUDGET REVISION REQUEST  
SOIL ENGINEERING SERVICES DURING CONSTRUCTION  
NEW GYMNASIUM AND CLASSROOM BUILDINGS PROJECT  
BOREL MIDDLE SCHOOL  
425 BARNESON AVENUE  
SAN MATEO, CALIFORNIA**

Dear Mr. Price:

### Introduction

As requested, we are submitting this budget revision request for the soil engineering observation and testing services our firm has been providing during the construction of the New Gymnasium and Classroom Buildings Project at Borel Middle School in San Mateo, California. Our firm provided a geotechnical report for this project which was submitted March 24, 2017.

### Scope of Services

To date we have exceeded the current budget (\$36,400) by approximately 6.5 man days (\$7,150). The additional field and engineering services were generally due to greater than anticipated services required during the site grading, subgrade preparation, baserock installation, asphalt placement and utility trench backfilling procedures. Our increased scope of work was generally due to the contractor's means and methods as much of the project was performed in smaller than anticipated segments.

The remaining phases of work requiring our services to complete our original project scope for this project include the preparation and of required DSA progress reports and final close out documents (3.0 MD).

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### Arrangements

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

Our current budget for the construction observation and testing services phase of the project is \$36,400 for the classroom building construction phase of the work. The cost of our additional services to date is approximately \$7,150 and the estimated fee for the remaining on-site observation services and close out documents is approximately \$3,300 (3.0 man-days). Therefore, we request that our total budget for the project be increased by \$10,450 to \$46,850 to cover the amount of our billings to date and the remaining work described above to complete the project.

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

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

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

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

Yours very truly,

CLEARY CONSULTANTS, INC.



Chris Ciechanowski  
Geotechnical Engineer 2584

CC:cc

Copies: Addressee (email)

**AUTHORIZATION**

Approved By \_\_\_\_\_ Date \_\_\_\_\_

**CLEARY CONSULTANTS, INC.**

CLEARY CONSULTANTS, INC.  
SCHEDULE OF FEES AND CONDITIONS

PERSONNEL CHARGES

Administrative Assistant .....	60.00/hr
Drafting/Laboratory .....	65.00/hr
Senior Engineering Technician .....	115.00/hr
Staff Engineer/Staff Engineering Geologist .....	120.00/hr
Project Engineer/Project Engineering Geologist.....	130.00/hr
Associate Engineer/Associate Engineering Geologist .....	145.00/hr
Principal.....	\$180.00/hr*

\*Expert witness fees for appearance at court and depositions are \$1800/day and \$900 half day. There is a minimum of one-half day for all court and deposition appearances.

EQUIPMENT/LABORATORY CHARGES

Automobile .....	\$0.55/mile
Mobile Laboratory .....	5.00/hour
Nuclear Moisture/Density Gauge .....	5.00/test
Laboratory Compaction Curve, ASTM D1557.....	225.00/test
DIR Certified Payroll Reporting.....	100.00/report

MISCELLANEOUS CHARGES

Drilling services, printing and reproduction, special and consultant fees, permits, insurance, equipment and vessel rental, travel and subsistence expenses and other similar related costs are billed at cost plus 15 percent. Copies of previously issued reports will be billed at \$50.00 for the first copy and \$25.00 for each additional copy, or at cost of reproduction for larger reports.

STANDARD OF CARE

Cleary Consultants, Inc. (CCI) under this Agreement will strive to conduct services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other warranty, expressed or implied, is made.

Client recognizes that subsurface conditions may vary from those encountered at the locations where our borings, surveys, or explorations are made and that our data, interpretations and recommendations are based solely on the information available to us. We will be responsible for those data, interpretations, and recommendations but shall not be responsible for the interpretation by others of the information developed.

RIGHT OF ENTRY

The Client shall provide for CCI's right of entry and all our necessary equipment, in order to complete the work. While CCI shall take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

GENERAL LIABILITY INSURANCE

CCI represents and warrants that it is protected by worker's compensation insurance and that we have such coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, we agree to indemnify and save Client harmless from and against any loss, damage, or liability arising from any negligent acts by CCI and its staff. We shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. We shall not be responsible for any loss, damage, or liability arising from any negligent acts or willful misconduct of Client, its agents, staff, and other consultants employed by it. Certificates of our general liability insurance shall be provided upon request.

UTILITIES

In the prosecution of our work, CCI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to waive any claim against CCI and to defend, indemnify and hold CCI harmless from any claim or liability for injury or loss allegedly arising from CCI's damaging underground utilities or other man-made objects that were not called to CCI's attention or which were not properly located on plans furnished to CCI.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this agreement, the total liability, in the aggregate, of CCI and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to this project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of CCI or its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by CCI under this Agreement, or the total amount of \$50,000, whichever is greater.

DISPUTES

The parties to this Agreement covenant and agree that all claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be submitted to non-binding mediation prior to initiation of any lawsuit or other litigation, unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. CCI and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition requiring a renegotiation of the scope of the work or termination of services.

OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CCI as instruments of service, shall remain our property. Client agrees that all reports and other work furnished to the client or his agents, which is not paid for, will be returned upon demand and will not be used by the Client for any purpose whatever.

THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or CCI. CCI's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against CCI because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

INVOICES

Invoices for our services will be submitted, at our option, on a monthly basis or when the work is completed. Invoices will be due immediately, but will not be delinquent within 10 days from which the invoice is dated. If payment is not so made, a service charge will be due on the amount of the invoices at the maximum rate permissible by law from the date of the invoice until the same is paid. In the event legal action is required to enforce the payment terms of this agreement, CCI shall be entitled to collect from the client any judgement or settlement sums due plus reasonable attorney's' fees, court costs and other expenses incurred by CCI for such collection action.

SAMPLES

All samples of soil and rock will be disposed of from the laboratory 30 days after issuance of the report unless the Client advises otherwise. Upon request, we will deliver the samples to the Client, charges collect, or will store them for an agreed storage charge.