

May 3, 2021
Project No. 1388.9a
Ser. 6819

San Mateo – Foster City School District
Attn: Bob Price, Project Manager
1410 South Amphlett Boulevard
San Mateo, California 94402

**RE: PROPOSAL FOR UPDATED GEOTECHNICAL AND GEOLOGIC HAZARD
INVESTIGATION SERVICES
NEW DRAMA AND SCIENCE CLASSROOM BUILDINGS (PHASE 1)
BOWDITCH MIDDLE SCHOOL
1450 TARPON STREET
FOSTER CITY, CALIFORNIA**

Dear Mr. Price:

Introduction

As requested, we are submitting this proposal to perform a geotechnical and geohazard investigation update for the planned new Drama and Science Classroom Buildings at the Bowditch Middle School campus in Foster City, California.

Our previous investigation for the project, dated March 17, 2021, included borings and recommendations for the Drama, Science and Gymnasium buildings in their previously proposed locations. Based on the most recent preliminary site plan dated April 14, 2021, the proposed building locations have been modified, and while the buildings' locations have changed and additional buildings have been added to the project scope, we understand that all the proposed construction will include the same general locations investigated in our previous scope. Therefore, it is likely that all the borings/CPTs performed for the previous investigation (7 total) can be utilized for the multiple phases of the revised project scope.

Our previous investigation for the 10,000 square foot Science Building included two borings in that location. The revised plan now indicates that the Drama (3,700 square feet) and Science (10,000 square feet) Buildings will now be constructed in that same general location. It will therefore be necessary to perform an additional boring in that location for this updated report.

As a basis for this proposal, we have discussed the project with you, reviewed the site plan emailed to us on April 14, 2021, and reviewed the information in our files for the site. We understand that

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the Drama and Science Classroom Buildings will be of one-story slab-on-grade construction. Concrete sidewalks and underground utilities will also be installed as part of this project. The two new buildings will be located near the southwest corner of the existing campus building complex. The purpose of this investigation will be to explore the soil and foundation conditions in the general location of the planned new construction.

Building loads are expected to be typical for this type of construction. New underground utilities will also be installed as part of this project. Subsurface information obtained from our previous geotechnical investigation for the campus Drama, Science and Gymnasium project will be used to supplement our investigation.

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 locations 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 one (1) exploratory boring in the vicinity of the new buildings to depths of 20 to 25 feet, or practical refusal. The borings will be drilled using truck mounted auger drilling equipment.

Soil sampling and penetration resistance testing will be performed continuously in the upper five feet and at five foot intervals thereafter. Soils 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 will be backfilled with cement grout and patched with cold patch asphalt/or dry mix concrete for those borings drilled in existing pavement or flatwork areas. Soil tailings generated during the drilling process will be removed from the site.

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4. Laboratory testing of samples obtained from the borings. These tests will include moisture content, dry density, shear strength, percent finer than #200 sieve, corrosion, consolidation, 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, grading, fill placement and compaction.
 - d. Building foundation type(s), allowable bearing pressures, and minimum foundation depths and widths
 - e. Support of interior and exterior concrete slabs-on-grade.
 - f. Treatment of expansive soils (as required).
 - g. Backfill and compaction of utility trenches.
 - h. Surface and subsurface drainage.
 - i. Any other unusual design or construction conditions encountered in the investigations.

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:

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- 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, and 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.

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.

C. Environmental Soil Screening (Optional)

Representative samples of the upper one to two feet of the on-site soils will be collected during the drilling. We understand that the planned Drama and Science Building (Phase 1) project site is estimated to be less than one acre, which requires four discrete soil samples to be collected and placed in sample containers, stored in a cooler with ice, and then be picked up by a Test America environmental lab courier, for testing.

Soils analysis for each sample will include TPH EPA 8260B – Gas, TEPH EPA 8015B– Diesel and Motor Oil, EPA 8260B- VOC's, EPA 8270C- Semivolatiles, EPA 8081A- Pesticides, EPA 8082-PCB's, EPA 6010B and 7471A- CAM 17 Metals and Mercury, EPA 7199- Chromium VI, EPA 6010B- Arsenic and Chromium STLC, and CARB-435- Asbestos.

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 investigations as described in this proposal will be \$12,200. This figure will not be exceeded without your prior approval. We estimate that a private underground utility service to clear the boring locations will be \$500.

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As an option, an environmental soil screening of four discrete samples can be performed for an additional fee of \$6,400. A formal review of the resulting laboratory test results can be performed for an additional \$1,100.

As requested, the field work will be performed on or after June 26th, once we are authorized to proceed, and our report will be submitted three to four 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.

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)

Please mark authorized services with a check.

- ☐ Geotechnical and Geohazard Investigation Update for Drama and Science \$12,200
- ☐ Utility locator service for Drama and Science exploratory boring location \$500
- ☐ Environmental soil screening of four discrete samples \$6,400 (optional)
- ☐ Formal review of soil screening laboratory test results \$1,100 (optional)

or

- ☐ **All Services Total \$20,200**

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

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 \$25,000, 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.