



*Christophe A. Ciechanowski, President, GE
Grant F. Foster, Vice-President, GE
J. Michael Cleary, Principal, CEG, GE*

September 23, 2019
Project No. 1276.2F
Ser. 6347

San Mateo Union High School District
Attn: Elizabeth McManus, Deputy Superintendent Business Services
c/o Greystone West Company
Attn: Todd Lee
621 West Spain Street
Sonoma, California 95476

**RE: PROPOSAL FOR GEOTECHNICAL AND GEOLOGIC HAZARD INVESTIGATION
ATHLETIC TURF FIELD AND TENNIS FACILITIES MODERNIZATION PROJECT
MILLS HIGH SCHOOL
400 MURCHISON DRIVE
MILLBRAE, CALIFORNIA**

Dear Ms. McManus:

Introduction

As requested, we are submitting this proposal to perform a geotechnical and geohazard investigation for the Athletic Turf Field and Tennis Court Facilities Modernization project at Mills High School in Millbrae, California. The purpose of the investigation will be to explore the soil and foundation conditions in the general locations of the planned fields and accessory structures, and to develop recommendations for the geotechnical engineering aspects of the project design.

As a basis for this proposal, we have briefly reviewed the Mills High School Fields and Tennis Court Facilities Schematic Design plans prepared by Carducci Associates dated September 5, 2019 and information in our files for the project area. We understand the project will include the construction of a new synthetic turf baseball, softball/soccer and multi-use fields, synthetic running track, and tennis courts. Other improvements will include new backstops, dugouts, batting cages, bullpens, scoreboards, bleachers, shot put area, storage areas, retaining walls, P. A. Systems and light poles.

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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 nine (9) exploratory borings to depths of 15 to 45 feet. 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 borings. These tests will include moisture content, dry density, shear strength, percent finer than #200 sieve, corrosion, plasticity index and R-Value 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.

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- b. Backstop, dugout, batting cage, bullpen, scoreboard, bleacher, retaining wall, and light poles foundation type(s), allowable bearing, and minimum foundation dimensions.
- c. 2016 CBC seismic design criteria for new structures.
- d. Site preparation and grading, including lime-treatment soil stabilization alternatives (as required).
- e. Aggregate base section for new synthetic fields and running track.
- f. Lateral earth pressures for retaining walls.
- g. Support of exterior concrete slabs-on-grade.
- h. Support of asphaltic concrete pedestrian and vehicular pavements.
- i. Treatment of expansive soils (as required).
- j. Backfill and compaction of utility trenches.
- k. Surface and subsurface drainage.
- l. 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:
 - a. Regional geology and seismic conditions and historical information on the seismicity of the local and regional area.

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- 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.

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.

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 \$15,600.

We estimate that a private underground utility service to clear the boring locations will be \$1,200.

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. The field work can be performed one to three weeks after authorization and our reports 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.

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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
Geotechnical Engineer 2584

CM/CC:cs

Copies: Addressee (email)

Please mark authorized services with a check.

- Geotechnical and Geohazard Investigation \$14,600
- Utility locator service for two exploratory borings locations \$1,200
- Total for Geotechnical and Geohazard Investigation \$15,800**

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 not withstanding 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 \$40,000, 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 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.