

March 16, 2020

Mt Diablo Unified School District
1480 Gasoline Alley
Concord, CA 94520

Attention: Dinah Baharin

Email: baharinr@mdusd.org

Subject: Proposal for College Park HS Pathway Lighting

SOBE Project No.: 2000772

Dear Dinah,

We are pleased to submit our proposal to provide design, bidding support, construction administration and closeout efforts services for the College Park HS Pathway Lighting Project.

Project Intent: Provide electrical design for lighting at College Park HS. Lighting design to include:

1. From the concession building to the stairway leading up to the main parking lot area.
2. Parking lot lighting west of PV array canopies.
3. Parking lot lighting north of PV array canopies; lighting to be mounted on PV canopy.

Scope of Work Includes:

- Electrical design for Project Intent.
- Field visit to verify existing conditions.
- Submit 50% CD plans and specifications for review and comment.
- Submit 100% CD plans and specifications for approval and bidding.
- Cost estimate at 50% CD.
- Construction administration support shall include:
 - Review and response to Submittals and RFI's during bidding and construction phase and closeout process.
 - One construction meeting.
 - One punchwalk.

Exclusions and Clarifications:

- Structural design is excluded from this proposal.
- MDUSD to provide information on conduit pathway through PV canopy area.
- DSA submittal is not included in this proposal.

Compensation:

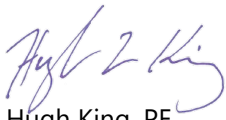
Task Breakdown	Fee
Design	\$6,125
Bid Support	\$350
Construction Administration	\$3,850
Closeout	\$700
Total:	\$11,025



The overall fee shall be contracted on a Fixed Fee (FF), in the amount of \$11,025 per the scope of work listed above. Reimbursable expenses are included in the fee above. This fee is based on the anticipated level of effort and the scope as we understand it. Fees for any changes in scope, beyond what is noted above, will be in addition to the above and shall not be charged without client authorization. The term of this agreement shall be from 3/16/20 to 3/16/21.

If you are in agreement, kindly sign this proposal where indicated and email *Attention Contracts* to contracts-calops@salasobrien.com to serve as our notice-to-proceed until such time as a formal purchase order/contract can be obtained. Please do not hesitate to contact us with questions or comments. By signing this proposal, Client authorizes the work to commence and agrees to Salas O'Brien's Standard Terms and Conditions hereby incorporated as Exhibit A. We thank you for this opportunity to be of service. Please do not hesitate to contact us with questions or comments.

Energetically yours,



Hugh King, PE
Vice President
Salas O'Brien

Approved by: _____

Dinah Baharin

Date: _____

Enclosures: Exhibit A – Standard Terms and Conditions

Client Project Number: _____

(If applicable, please provide your project number when you sign this agreement and return.)



EXHIBIT A – SALAS O'BRIEN STANDARD TERMS AND CONDITIONS

- 1. Billing.** Salas O'Brien Engineers, Inc. ("Engineer") shall bill "Client" on or about the 1st of the month. Billing to be based on percentage of completion.
- 2. Payment.** All invoices are due and payable within thirty (30) days of invoice date. Interest may be charged at 1.5% monthly on all invoices over thirty days. In the event if any payment is unpaid on any invoice in excess of sixty (60) days, Client shall be deemed to be in substantial breach of the Agreement and Engineer may, in its sole discretion, elect to suspend its services hereunder without prejudice. Client shall reimburse Engineer for all costs of collections, including reasonable attorneys' fees.
- 3. Pricing.** Hourly rates provided for projects performed on a Time and Materials basis are subject to change annually on January 1.
- 4. Extra Services.** Services in addition to those set forth in the Agreement shall be charged at the Engineer's then prevailing rates and shall be in addition to the above agreed upon fees. No additional services shall be performed without written authorization from the Client.
- 5. Dispute Resolution.** The parties shall, as soon as reasonably practicable after one party gives written notice of a dispute to the other party, meet and confer in good faith regarding such dispute at such time and place as mutually agreed. All discussion pursuant to this Section 4 shall be considered settlement negotiations for the purpose of laws protecting statements, disclosures or conduct in such context, and all offers or other statements or conduct shall be protected under such laws. If no resolution is reached, the parties shall, within forty-five (45) days of the first meeting referred to above, attempt to settle the dispute by formal mediation in San Jose, California. If the parties cannot agree upon a mediator within such forty-five (45) day period, the American Arbitration Association in San Jose, California shall administer the mediation. Such mediation shall occur no later than ninety (90) days after the dispute arises. All findings of fact and results of such mediation shall be in written form prepared by such mediator and provided to each party to such mediation. In the event that the parties are unable to resolve the dispute through formal mediation pursuant to this Section 4, the parties shall be entitled to seek any and all available legal remedies.
- 6. Indemnification.** The Engineer agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the Engineer's grossly negligent acts, errors or omissions in the performance of professional services under this Agreement (except to the extent caused by the Client's or other parties' negligent or intentional acts or omissions). Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that the Engineer has no duty to defend the Client from and against any claims, causes of action, or proceedings of any kind. The Client agrees to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorneys' fees) to the extent caused by a material breach of this Agreement by the Client or the negligent acts, errors or omissions of the Client or contractors, subcontractors, consultants or others for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.
- 7. Insurance.** During the term of this Agreement, each party agrees to provide evidence of insurance coverage to the other party. In addition, the Engineer agrees to use commercially reasonable efforts to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of ten years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design professional's practicing in the State of California as engineers for similar services are able to obtain such coverage.
- 8. Owner's Consultants.** It is understood and agreed that the Client may contract directly with other design professionals for design services: Engineer shall have no responsibility for any portion of the project designed by the Client's other consultants. The Engineer shall not be required to check or verify other consultants' construction documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances and regulations. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, arising in any way from the services performed by any other consultants to the Client. The Client further agrees to require all other consultants under separate contract to coordinate their construction documents with those of the Engineer, to promptly report any conflicts or inconsistencies to the Engineer and to cooperate fully in the resolution of those conflicts or inconsistencies.
- 9. 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 the Engineer. The Engineer's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Engineer because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all agreements with third parties, Home Owner's Associations and other entities involved in this project to carry out the intent of this Section 9.
- 10. Liability.** The Engineer is not responsible for job safety in, on, or around the project site (or sites). Any reviews the Engineer may make are not, and are not intended to be, reviews of safety practices. Client understands and agrees that the Engineer is not responsible for means, methods, or sequences of construction or job site safety or for the Contractor's errors. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE ENGINEER AND ITS SUBCONSULTANTS TO THE CLIENT AND TO ALL CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS ON THE PROJECT FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES FROM ANY CAUSE OR CAUSES, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE ENGINEER AND ITS SUBCONSULTANTS SHALL NOT EXCEED \$150,000.00, OR THE ENGINEER'S TOTAL FEE FOR SERVICES RENDERED ON THIS PROJECT, WHICHEVER IS GREATER. SUCH CLAIMS AND CAUSES INCLUDE, BUT ARE NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR WARRANTY. ADDITIONALLY, IN NO EVENT SHALL THE ENGINEER, TO THE FULLEST EXTENT PERMITTED BY LAW, BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE
- 11. Opinion of Probable Cost.** In providing opinions of probable cost or construction cost, Client understands and agrees that the Engineering has no control over the costs or the price of labor, equipment or materials, or over the Client's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
- 12. Force Majeure.** The failure of the Engineer to perform its obligations shall not be a breach of this Agreement or give rise to any right of termination or reversion if such failure is caused by restrictions of governmental agencies, labor disputes, inability to obtain necessary materials or any other reason beyond the Engineer's control; in the event of delay from any such cause, the obligation to perform shall be postponed for a period of time reasonably related to such cause.
- 13. Additional Items.** If project is suspended or abandoned prior to the completion of professional services, fees will become payable only for the services completed at the time of such suspension or abandonment. This Agreement may be terminated by either party at the conclusion of any phase by 10 days' written notice.
- 14. Successors and Assigns.** Neither party shall assign any rights or obligations under the Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any assignment of rights shall not work as a novation of obligations thereunder without written agreement. Any attempt to assign any rights, duties, or obligations under the Agreement without the other party's written consent will be void; provided that either party may assign this Agreement to a surviving entity in connection with any merger, acquisition or consolidation.
- 15. Entire Agreement.** This Agreement and its attachments set forth the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements of the parties with respect to the subject matter contained herein. Engineer shall not be bound by, and specifically objects to, any term, condition, or other provision inconsistent with or in addition to any provision of this Agreement that is submitted by Client in any correspondence or any other document, unless Engineer specifically agrees to such provision in writing by an authorized representative. No change, amendment, or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both parties.
- 16. Governing Law.** This Agreement shall be governed by the laws of the State of California.
- 17. Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one agreement. Signatures sent by facsimile transmission or in PDF format shall be deemed to be originals for all purposes of this Agreement.