

CARROLL ENGINEERING, INC.

AGREEMENT FOR ENGINEERING SERVICES

Date: September 7, 2023

This Agreement, by and between:

MOUNT DIABLO UNIFIED SCHOOL DISTRICT
Attn: Melanie Koslow
1480 Gasoline Alley
Concord, CA 94520
c/o Presley Obenshain pobenshain@19six.com

herein referred to as CLIENT, and

CARROLL ENGINEERING, INC.
Engineers & Surveyors
1101 So. Winchester Blvd., Suite #H-184
San Jose, CA 95128-3903
408-261-9800 / FAX: 408-261-0595

herein referred to as CONSULTANT, is for Professional Services in connection with the project described as follows:

I. PROJECT:

Mt Diablo Elementary School, 5880 Mt Zion Dr, Clayton, CA

II. SCOPE OF SERVICES:

Ground Topographic Survey:

CONSULTANT will provide a detailed ground topographic survey of the subject site as shown on attached Exhibit "A" and will include the following items:

- 1) Spot elevations across the site at an approximate 50 foot grid and at all grade breaks.
- 2) Surface visible utilities.
- 3) Invert and flow line data for existing storm and sanitary sewers including direction of lines. If confirmable from field observation, storm and sanitary lines will be shown connected to their respective utility structure.
- 4) Contours provided at 1 foot intervals.
- 5) Existing structures.
- 6) Existing fences, walls and light standards.
- 7) Trees over 6" in diameter.
- 8) Pavement, curbs, gutters, sidewalks and fences.

Underground Utility Survey:

Underground utility survey is included for the area as shown on the attached Exhibit "A". CONSULTANT will prepare an "As Built" underground survey for the highlighted areas on the project site. The Utility Survey is to include all underground utilities and visible references to underground features as marked by underground locating firm that can reasonably be found.

CONSULTANT will add the utilities as located by underground locating firm to the architectural site plan. The Underground Utility Survey will include the following information, as needed:

- (a) Rim and invert locations.
- (b) Locations of on-site Sanitary Sewer lines.
- (c) Locations and sizes of on-site Storm Drainage lines.
- (d) Locations of on-site Gas Piping.
- (e) Locations of on-site Water Lines.
- (f) Locations of site electrical conduits.
- (g) Valves, overhead utility lines, pumps, manholes, transformers, etc.

Utility lines to be shown on the drawings prepared under this Agreement are derived from record data, reference to visible surface facilities, and/or surface markings made by underground locating companies using electronic utility marking devices. While CONSULTANT and its sub consultants shall endeavor to provide complete surveys, such surveys are subject to limitations as to utilities detected and some line structures cannot be detected. Locations, depths and sizes shown are approximations only. No potholing or other excavation for verification is included under this Agreement.

CONSULTANT can assume no responsibility for the completeness or accuracy of its delineation of such underground utilities, or for the existence of other buried objects or utilities, which may be encountered, but are not shown on these drawings.

Actual location and size, together with the presence of any additional utility lines shall be the responsibility of the contractor to verify prior to construction.

III. COMPENSATION:

CLIENT shall pay CONSULTANT the following fees for the Professional Services performed under II above:

A. Basic Services:

- 1. Ground Topographic Survey \$ 19,000.00
- 2. Underground Utility Survey \$ 9,900.00
- TOTAL FEE \$ 28,900.00

B. Additional Services:

- 1. In the event that extra work is needed, and upon written authorization from CLIENT, the following hourly rates for CONSULTANT shall be used:
 - a. Principal Engineer.....\$257.00/hr.
 - b. Principal Surveyor\$236.00/hr.
 - c. Associate Engineer.....\$215.00/hr.

- d. Project Engineer.....\$189.00/hr.
- e. Assistant Engineer.....\$163.00/hr.
- f. Survey Assistant (Office)\$163.00/hr.
- g. CAD Operator/Drafter\$139.00/hr.
- h. Administrative/Clerical.....\$ 89.00/hr.
- i. Field Surveys\$278.00/hr.

- 2. Reimbursable expenses shall be paid as follows:
 - a. Authorized miscellaneous expenses..... Cost+ 10%
 - b. Mileage Federal Standard Rate

C. Method of Payment:

Progress billings for all items of service will be made monthly based upon the percentage of work completed to date. The total fee indicated for each item of service will be billed upon completion of work in that category. Additional services will be billed monthly.

Payment of invoices are due upon receipt. Payments not received within thirty (30) days of the invoice date shall result in a suspension of further work on the project until all amounts are received and the account is current. Interest at the rate of 1-1/2% per month (18% per annum) shall be applied to all amounts due after 30 days of the invoice date.

IV. ASSUMPTIONS AND CONDITIONS:

The description of work and associated fees outlined in this Agreement take into consideration the following assumptions and conditions:

- 1) Any required environmental documents, mitigations or identification of same are specifically excluded.
- 2) Design services are excluded.
- 3) Geotechnical investigation is excluded
- 4) Title Report is excluded.
- 5) Record boundary/property lines are excluded.
- 6) Setting of property corners, or filing of a Record of Survey or Corner Record is excluded.
- 7) All fees listed are valid for 90 days from the date on page 1.

V. OWNER'S RESPONSIBILITIES:

See Paragraph I

VI. GENERAL:

A. Limitation of Liability:

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and CONSULTANT'S fees for services. Risks have been allocated such that the CLIENT agrees that to the fullest extent permitted by law, CONSULTANT'S total liability to the owner for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement shall not exceed the total amount of Two Hundred Fifty Thousand Dollars (\$250,000.00). Such causes include, but are not limited, to CONSULTANT'S negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

THEREFORE, the CLIENT agrees to limit CONSULTANT'S professional liability to the owner and to all construction contractors and sub-contractors or to any other company, organization, or individuals whether or not they are performing work on the project, due to any claim or any nature whatsoever arising out of or relating to the performance of professional services under this Agreement, such that the total aggregate liability of CONSULTANT to those named shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00).

B. Indemnity:

CONSULTANT agrees to indemnify and hold CLIENT harmless from liability for damages arising out of the performance of CONSULTANT'S services on this project to the extent that such liability is caused by CONSULTANT'S negligent acts, errors or omissions under this agreement.

CONSULTANT has no obligation to pay for any of the indemnitees defense related cost prior to a final determination of liability or to pay any amount that exceeds the finally determined percentage of liability based upon the comparative fault of CONSULTANT.

The CLIENT, by execution of this Agreement, agrees to indemnify and hold harmless CONSULTANT from any and all claims, losses and liability arising out of the negligent acts of CLIENT in the performance of this Agreement which is found not to have been directly caused by the sole negligence or willful misconduct of CONSULTANT.

C. Reliance upon provided data:

CONSULTANT shall be entitled to rely upon the accuracy and completeness of the plans, services, information and reports furnished by CLIENT.

D. Hazardous Materials:

Except as provided in this Agreement, CONSULTANT and CONSULTANT'S sub-consultants shall have NO responsibility for the presence, discovery, handling, removal or disposal of, or exposure to persons of hazardous materials in any form at the project site or environs, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), fossil fuels or any other toxic substances.

E. Archaeological Findings:

Except as provided in this Agreement, CONSULTANT and CONSULTANT'S sub-consultants shall have NO responsibility for the presence, discovery, handling, removal or disposal of, archaeological finds or artifacts in any form at the project site or environs. .

VII. STANDARD PROVISIONS:

- 1) CLIENT acknowledges CONSULTANT has the 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 services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, CLIENT shall pay CONSULTANT all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. CLIENT acknowledges if the project services are suspended and restarted, there may be additional charges due to suspension of the services which will be agreed upon between CLIENT and CONSULTANT prior to CONSULTANT restarting services.
- 2) In the event of any litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, experts' fees and other related expenses.
- 3) CLIENT agrees that in the event CONSULTANT institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county of Santa Clara, CA.

4) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, CLIENT and CONSULTANT agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

(b) Subdivision (a) shall not preclude or limit CONSULTANT'S right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) shall not preclude or limit CONSULTANT'S right to record, perfect or enforce applicable mechanic's lien or stop notice remedies.

The above is mutually agreed to this 7th day of September, 2023.

CONSULTANT

CARROLL ENGINEERING, INC.
Engineers & Surveyors
1101 So. Winchester Blvd., Suite #H-184
San Jose, CA 95128-3903



Robert V. Henry, P.E., QSP/QSD
President
RCE License No. 60443

CEI Project #: _____

CLIENT

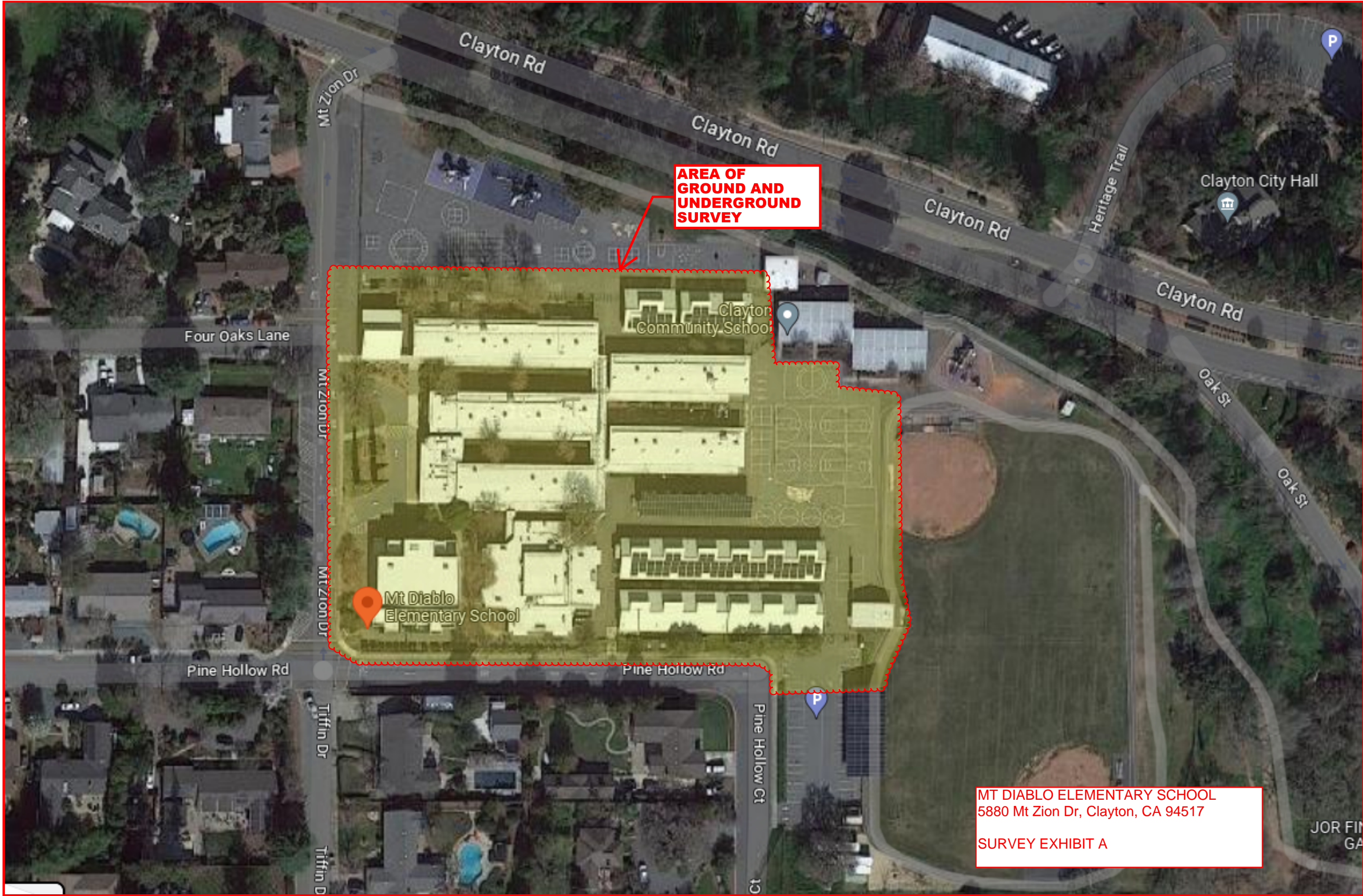
MOUNT DIABLO UNIFIED
SCHOOL DISTRICT
1480 Gasoline Alley
Concord, CA 94520

By

Title

Date

Client Project #: _____



**AREA OF
GROUND AND
UNDERGROUND
SURVEY**

**Mt Diablo
Elementary School**

MT DIABLO ELEMENTARY SCHOOL
5880 Mt Zion Dr, Clayton, CA 94517
SURVEY EXHIBIT A