James W. Bridges
Jeferson School District
1219 Whispering Wind Drive
Tracy, CA 95377
11/24/2020 PCE #20-248P

1234 O Street · Downtown Fresno, CA 93721 · Phone (559) 449-4500 · Fax (559) 449-4515

I. PROJECT UNDERSTANDING

Precision Civil Engineering, Inc. (PCE) is pleased to provide a proposal for land surveying services on the 14.03-acre parcel identified as APN 253-380-030 in San Joaquin County. The site is located on California Aqueduct and Corral Hollow Road in Tracy, California.

II. SCOPE OF BASIC SERVICES

1. ALTA Survey

PCE will conduct the necessary research and a field survey required to prepare an ALTA/NSPS Survey for the 14.03-acre parcel located on California Aqueduct and Corral Hollow Road in Tracy, California. The parcel is identified as APN 253-380-030. The ALTA survey will not include Table A Items. PCE will prepare and file with the County a corner record to indicate the monuments set and how their locations were determined. The completed map will be delivered no later than 10 working days from receipt of signed proposal.

***Total Cost for Above Service*……$7,500.00**
**Client to provide preliminary title report.*

III. WARRANTY AND LIABILITY

Any service deleted from this proposal by the Client will become the responsibility of the Client. The warranty and liability of this proposal is subject to the attached Schedule of Conditions.

All information gathered during the study by Precision Civil Engineering, Inc. is considered confidential and will be released only upon written authorization of the client or as of required by law. California law requires a person to inform the State if a situation is encountered that can be considered an immediate endangerment to the public's health or welfare and/or to the environment. Therefore, the client will be contractually bound to make any said disclosures in lieu of Precision Civil Engineering, Inc., its owners, principals, employees or subcontractors.

IV. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED:

(This proposal shall be good for 30 days after proposal date)

PRECISION CIVIL ENGINEERING, INC.

_____ Date_____
Edward D. Dunkel, Jr., President

JEFFERSON SCHOOL DISTRICT

_____ Date_____
James W. Bridges

2020 SCHEDULE OF CONDITIONS

The Firm (Precision Civil Engineering, Inc.) shall perform the services outlined in this agreement for the stated fee arrangement.

ACCESS TO SITE:
Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

FEE:
The total fee, if stated, shall be understood to be an estimate, and shall not be exceeded by more than ten percent without written approval of the client. Where the fee arrangement is to be an hourly basis, the rates shall be those that prevail at the time services are rendered. The 2020 rates are provided below. Reimbursable expenses are to be billed separately, if applicable.

Senior Principal/Principal	$210.00/Hr.	High-Definition Scanner	$250.00/Hr.
Senior Designer/Professional Engineer	$195.00/Hr.	Registration/Fly-Through	$125.00/Hr
Project Manager/Licensed Civil Engineer	$175.00/Hr.	3-Man Survey Crew or GPS	$235.00/Hr.*
Project Engineer II	$145.00/Hr.	2-Man Survey Crew or Robotic	$195.00/Hr.*
Project Engineer I	$125.00/Hr.	1-Man Survey Crew	$155.00/Hr.*
Senior CAD Technician	$115.00/Hr.	Landscape Architect	$155.00/Hr.
CAD Technician II	$100.00/Hr.	Biologist	$135.00/Hr.
CAD Technician I	$90.00/Hr.	QSP Trained Inspector	$120.00/Hr
Planning/Entitlement Manager	$190.00/Hr.	Expert Witness (Deposition)	$300.00/Hr
Senior Planner	$150.00/Hr.	Expert Witness (Trial)	$400.00/Hr.
Associate Planner	$100.00/Hr.	Clerical	$70.00/Hr.
Professional Licensed Surveyor	$175.00/Hr.	Mileage	$0.60/Mile
Project Surveyor/LSIT	$140.00/Hr.		
Technical Analyst/GIS Specialist	$130.00/Hr.		

BILLINGS/PAYMENTS/LATE PAYMENTS:
In the event that the Client fails to pay any invoice of the Firm within forty-five (45) days of its receipt, such invoice shall bear interest at ten percent (10%) per annum until paid. Further, in the event that the Client fails to pay any invoice of the Firm within forty-five (45) days of its receipt, the Firm shall have the right to immediately suspend all further work until such invoice is paid. The Firm's decision to suspend work on account of the Client failure to timely pay any invoice shall not constitute a breach or default of any agreement between the Firm and the Client. In addition, the Firm's decision to suspend work on account of the Client failure to timely pay any invoice shall not subject the Firm to any claim of any kind from any party for any delays or damages caused by such suspension, and the Client shall indemnify, defend and hold the Firm harmless from the same.

INDEMNIFICATION:
The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts any of them may be liable.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against Consultant unless the Client has first provided Consultant with a written certification executed by an independent design professional currently practicing in the same discipline as Consultant and licensed in the State of California. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

RISK ALLOCATION:
In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any course or causes, shall not exceed ten times our fee or $50,000, whichever is less. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.

TERMINATION OF SERVICES:
This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

OWNERSHIP OF DOCUMENTS:
All documents produced by the Firm under this agreement shall remain the property of the Firm and the Client.

APPLICABLE LAWS:
Unless otherwise specified, the laws of the State of California shall govern this agreement.

CONFIDENTIALITY:
This document shall not be read, copied, disclosed or used by any person other than the intended recipient.

Fees represented in Schedule of Conditions are applicable until 12/31/2020.

PRECISION CIVIL ENGINEERING, INC