PACE ENGINEERING

5155 VENTURE PARKWAY
REDDING, CA 96002
(530) 244-0202

PROPOSAL

November 4, 2026

David Zevely, District Manager
Burney Water District
20222 Hudson Street
Burney, CA 96013
dzevely@burneywater.org

Dear David,

Subject: Washburn Bue Park Grant Project
Proposal for Engineering Planning Services

PACE Engineering, Inc. (PACE) appreciates the opportunity to submit this proposal and once again team with Burney Water District (District) for the Washburn Bue Park Grant Project located in Burney, California. It is our understanding that you are requesting a proposal for engineering planning services.

The Scope of Services and associated fee contained herein are based on review of the following materials:

- Email documentation received on October 23, 2026, which contained the Round 5 Application for the Statewide Park Development and Community Revitalization Program (SPP).

SCOPE OF SERVICES

PACE will provide the following Scope of Services:

Task 1 – Planning Services

1. Prepare an overall conceptual park plan for the Washburn Bue Park, which is owned by the District.
    a. Incorporate District-approved components and community-desired components gathered during recent community meetings.
2. Assist with preparing the Round 5 SPP Competitive Grant Application for the Washburn Bue Park.

SCHEDULE

The proposed project schedule is as follows:

Milestone	Anticipated Start Date	Anticipated Milestone
SPP Competitive Grant Application	November 9, 2026	December 17, 2026

DELIVERABLES

PACE will provide the following deliverables:

1. PDF of Conceptual Washburn Bue Park drawing.
2. Electronic copies of the Round 5 SPP Competitive Grant Application.

FEE

We propose to provide the Scope of Services described herein on a time-and-expense basis at our standard hourly rates per PACE's Fee Schedule for a not-to-exceed fee of $20,000. This fee anticipates that the District and Community Organizer will host community meetings and provide PACE with a list of community input for the Washburn Bue Park. PACE will assist in the review of the information for park improvements and in the preparation of the Round 5 SPP Competitive Grant Application.

Thank you again for the opportunity to submit this proposal. If the Scope of Services and fee are agreeable to you, please sign the attached Engineering Agreement, authorizing us to proceed with these services. Please contact me if you have any questions.

Sincerely,



Troy M. Jones
Senior Engineer

Enclosure
c: Stephine McQuade, Burney Water District, smcquade@burneywater.org

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REDDING, CA 96002
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ENGINEERING AGREEMENT

This Agreement has been entered into at Redding, California, on the Client signature date set forth below and is by and between the Client as listed below and PACE Engineering, Inc., hereinafter referred to as Consultant.

CLIENT: Burney Water District **PHONE:** (530) 335-3582

ATTENTION: David Zevely, District Manager **EMAIL:** dzevely@burneywater.org

ADDRESS: 20222 Hudson Street, Burney, CA 96013

PROJECT TITLE: Washburn Bue Park Grant Project

PROJECT NO.: 306.56 **CLIENT PROJECT NO.:**

SCOPE OF SERVICES BY CONSULTANT:

See proposal letter dated November 4, 2026.

FEE:

The Consultant agrees to perform the above-described services for the Client. The Client agrees to compensate Consultant for such services as follows:

Lump-sum fee: N/A

Time-and-expense estimated fee per attached Fee Schedule(s): Not to exceed $20,000

Deposit: N/A

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement, which is subject to the Standard Provisions contained herein and the terms and conditions contained in the documents attached herewith and made a part hereof.

☐ LLC/LLP Membership Signatory Agreement is attached requiring signatures of all members.

☐ Other exhibits not identified above are as follows: _____

CONSULTANT:	CLIENT:
Signature	Signature
Troy M. Jones, Senior Engineer Name/Title	Name/Title
November 4, 2026 Date	Date
C 59519 License No.	Form of doing business (Owner, Partnership, Corporation)

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This agreement shall be legally binding between the Consultant and the Client. The term Owner, referring to the entity exercising control over the project, is utilized within this Agreement to ensure clarity in instances where the Owner may not necessarily be the Client. In situations where the Client is distinct from the Owner, it is the Client's responsibility to coordinate this Agreement and any separate agreement between the Client and the Owner. However, in cases where the Client is also the Owner, the references to Owner may be redundant.

Client and Consultant agree that the following provisions shall be part of this Agreement:

ARTICLE 1 – CLIENT'S RESPONSIBILITIES

1.01 Client's Expectations: Unless otherwise provided for under this Agreement, Client shall provide information in a timely manner regarding requirements for and limitations on the project, including a written program, which shall set forth the project's scope, objectives, schedule, flexibility, expandability, special equipment, systems, site requirements, and constraints and criteria, including space requirements and relationships.

1.02 Authorized Representative: Client shall identify a representative authorized to act on Client's behalf with respect to the project. Client shall render decisions and approve Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services.

1.03 Budget: Client shall provide the project budget to Consultant that establishes the cost of the work, other internal costs, and reasonable contingencies related to all of these costs. Client shall update the project budget, as necessary, throughout the duration of the project until final completion. If Client significantly increases or decreases the project budget for the cost of the work, Client shall notify Consultant. Client and Consultant shall thereafter agree to a corresponding change in the project's scope.

1.04 Legal and Accounting Services: Client shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the project to meet Client's and Owner's needs and interests.

1.05 Client's Consultants: Client shall coordinate the services of its own consultants and Owner's consultants with those services provided by Consultant. Upon Consultant's request, Client shall furnish copies of the scope of services in the contracts between Client and Client's consultants and Owner and Owner's consultants. Client and Owner shall furnish the services of consultants other than those designated as the responsibility of Consultant in this Agreement or authorize Consultant to furnish them as an additional service when Consultant requests such services and demonstrates that they are reasonably required by the scope of the project. Client shall require that its consultants, Owner's consultant, and Owner's construction contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. Client acknowledges that Consultant shall be entitled to rely on and shall not be responsible for the accuracy, completeness, and timeliness of services and information furnished by Client, Client's consultants, and Owner's consultants. Client shall provide prompt written notice to Consultant if Client becomes aware of any error, omission, or inconsistency in such services or information.

1.06 Contract for Construction: Before executing the Contract for Construction, Client or Owner shall coordinate Consultant's duties and responsibilities set forth in the Contract for Construction with Consultant's services set forth in this Agreement. Client or Owner shall provide Consultant with a copy of the executed agreement between Owner and construction contractor and all other documents provided to the construction contractor, including the General Conditions of the Contract for Construction.

1.07 Construction Contractor's Obligations: Client agrees to require the Owner's construction contractor and subcontractors to review the drawings, specifications, and documents prepared by Consultant prior to the commencement of construction-phase work. If the construction contractor and/or subcontractors determine there are deficiencies, conflicts, errors, omissions, code violations, improper uses of materials, or other deficiencies in the drawings, specifications, and documents prepared by Consultant, construction contractors and subcontractors shall notify Client so those deficiencies may be corrected by Consultant prior to the commencement of construction-phase work.

1.08 Builder's All Risk Insurance: Client agrees or shall ensure that Owner agrees to purchase and maintain or cause construction contractor to purchase and maintain, during the course of construction, builder's all risk insurance which will name Consultant as an additional named insured.

1.09 Communication: Client and Owner shall include Consultant in all communications with the construction contractor that relate to or affect Consultant's services or professional responsibilities. Client shall promptly notify Consultant of the substance of any direct communications between Client, Owner, and construction contractor otherwise relating to the project. Communications by and with Consultant's subconsultants shall be through the Consultant.

1.10 Testing and Inspections: Unless noted otherwise, Client or Owner shall furnish tests, inspections, commissioning, and reports required by law or the Contract Documents, including but not limited to structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

1.11 Notifications: Client shall provide prompt written notice to Consultant if Client becomes aware of any fault or defect in the project, including errors, omissions, or inconsistencies in Consultant's Instruments of Service.

1.12 Access: Client or Owner shall provide Consultant access to the project site prior to commencement of the work and shall obligate construction contractor to provide Consultant access to the work wherever it is in preparation or progress. Limiting access by Client, Owner, or construction contractor may result in extra services in accordance with Section 2.06.

ARTICLE 2 – INVOICES AND PAYMENTS

2.01 Payment Through Third Parties: If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client shall notify Consultant of the third-party lender's payment terms, and Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services.

2.02 Terms of Payment: All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this Agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion

to consider such default in payment a material breach of this entire Agreement and, upon written notice, Consultant's duties, obligations, and responsibilities under this Agreement may be suspended or terminated. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due to Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses. For lump-sum work, the amount due shall be based on Consultant's estimate of the percent complete at the time that the invoice is prepared.

2.03 Billing Acceptance: Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.

2.04 Late Payment Fees: Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1½%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.

2.05 Fee Increases: In the event Consultant's fee schedule changes due to any increase of costs, such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living during the lifetime of this Agreement, a percentage increase may be applied to all remaining fees and charges to reflect the increased costs.

2.06 Additional Work: Client agrees that if Client requests services not specified in the scope of services described in this Agreement, Client will pay for all such additional services as extra services in accordance with Consultant's billing rates utilized for this Agreement or as amended to this Agreement.

2.07 Client Fee Responsibilities: Unless noted otherwise, Client or Owner shall pay the costs of all permitting and application fees, including but not limited to zoning and annexation application fees, assessment fees, title company fees, soils or geotechnical engineering fees, applicable taxes on professional services, permit fees, bond premiums, reproductions, testing and inspection fees, commissioning fees, and all other similar charges not specifically covered by the terms of this Agreement. Upon Consultant's request, Client or Owner shall execute and deliver, or cause to be executed and delivered, such additional information, documents, or money to pay governmental fees and charges which are necessary for Consultant to perform services pursuant to the terms of this Agreement.

ARTICLE 3 – OPINIONS OF CONSTRUCTION COST ESTIMATES AND/OR QUANTITIES

3.01 Opinions of Construction Cost Estimates and/or Quantities: If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties, or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment, or materials or over the construction contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties, or guarantees of the accuracy of such opinions as compared to bid or actual costs.

3.02 Estimates of Quantities: Estimates of quantities provided under this Agreement are not intended to be, nor should they be considered to be, precise. The estimate will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance.

ARTICLE 4 – GENERAL CONSIDERATIONS

4.01 Cooperation: Client and Consultant agree to cooperate with each other to fulfill their responsibilities and obligations under this Agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.

4.02 Successors, Assigns, and Beneficiaries: This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of Client and Consultant. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Neither Client nor Consultant shall assign claims arising from the Agreement without the prior written consent of the other. This Agreement and deliverables, obligations, and rights herein are intended for the sole use and benefit of the parties and are not intended to create any third-party rights or benefits.

4.03 Entire Agreement: This Agreement contains the entire Agreement between Client and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant. Consultant shall have no other duties or responsibilities except those set forth herein.

4.04 Agreement Execution: This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code Section 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the Parties. For purposes of this Section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via .pdf document shall be treated as originals for all purposes.

4.05 Waivers: Consultant’s or Client’s waiver of any term, condition, or covenant shall not constitute the waiver of any other term, condition, or covenant. Consultant’s or Client’s waiver of any breach of this Agreement shall not constitute the waiver of any other breach of the Agreement.

4.06 Severability: If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant. Client and Consultant agree that the Agreement shall be

reformed to replace such invalid provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the invalid provision.

4.07 Controlling Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.08 Suspension or Termination: 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 will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 2.06. Client acknowledges if project services are terminated for the convenience of Client or Owner, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 2.06. If Client is in default regarding Client's payment obligations under this Agreement, and Client requests Consultant continue providing some or all services, Consultant has no obligation to provide any further services unless Client provides financial assurances satisfactory to Consultant. Any suspension or termination by Client or Consultant shall be provided in writing.

4.09 Client Bankruptcy: If Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing, Consultant shall be entitled to continue suspension of the performance of any and all of its obligations pursuant to this Agreement where the Client is in default and was in default prior to the filing of the bankruptcy petition. If, upon filing a voluntary petition or an involuntary petition in the United States Bankruptcy Court, Client seeks to have Consultant continue to provide services pursuant to this Agreement, Client agrees to comply with applicable provisions of the United States Bankruptcy Code to ensure payment for any continuing or reinstated services.

4.10 Lien and Stop Notice Rights: This Agreement shall not be construed to alter, affect, or waive any design professional's lien, mechanic's lien, or stop notice right which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive preliminary notice.

4.11 Standard of Care: Consultant makes no warranty, either expressed or implied, as to its findings, recommendations, drawings, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice provided by similarly situated professionals practicing in the same or similar locality under the same or similar circumstances. Accordingly, Client shall provide appropriate contingencies in both schedule and cost.

4.12 Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or Consultant. Consultant shall not be responsible for the statements, performance, acts, errors, or omissions of any person or entity not

under its direct control. Client acknowledges that Consultant is not responsible for the performance of work by third parties, including but not limited to the Owner or construction contractor and its subcontractors.

4.13 Mutual Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the extent permitted by law, neither Client nor Consultant nor Owner, their respective officers, directors, partners, employees, construction contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include but is not limited to loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other incidental, indirect, or consequential damage that either party may have incurred from any cause or action.

4.14 Delays Beyond Reasonable Control: Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to delays by reason of strikes, lockouts, work slowdowns or stoppages, supply chain issues or delays, power failures, accidents, equipment malfunctions, acts of God, pandemics, failure of Client or Owner to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, or faulty performance by Client, Owner, or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this Agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with Section 2.06.

4.15 Dispute Resolution: In the event of any litigation or arbitration 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.

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 in which Consultant's place of business is located, and Client waives the right to bring, try, or remove such litigation to any other county or judicial district.

In an effort to resolve any conflicts that arise during the planning, 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.

Client and Consultant further agree to include a similar mediation provision in all agreements with Owner, independent contractors, and consultants retained for the project and to require Owner, all independent contractors, and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

This 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.

This shall not preclude or limit Consultant's right to record, perfect, or enforce applicable mechanic's lien or stop notice remedies.

Consultant and Client agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 10 years of civil law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. The parties shall have the right to discovery in accordance with Code of Civil Procedure Section 1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.

Client agrees to reimburse Consultant for any time and expense incurred for depositions or appearances at any legal proceedings requested by Client or duly authorized attorney, or when required by a subpoena or court action, as may be required from the Consultant performing work under this Agreement. Client agrees to indemnify and reimburse Consultant for costs and expenses that may result in legal actions taken against Consultant unless it is determined by a court of law that Consultant was negligent in his services leading to such action. Consultant shall be paid by Client for such time and expense at his normal charge-out rate for professional services applicable at the time.

Client and Consultant shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law but, in any case, not more than 10 years after the date of Substantial Completion of the work. Client and Consultant waive all claims and causes of action not commenced in accordance with this Section.

4.16 Limitation of Liability: Client agrees to limit the total aggregate liability of Consultant, its principals, employees, and subconsultants, to Client and to all contractors and subcontractors on the project, for any and all claims or action arising in tort, contract, or strict liability to the sum of $45,000 or Consultant's fee, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

If Client requests an increase to the limitation of liability set forth above, Consultant can accommodate an increase in the total aggregate limit of liability to $1,000,000 for a 10% increase to Consultant's fee. If Client elects the increased limit of liability, Client shall do so in writing, and Consultant will revise its proposal and fee accordingly. The increased limit of liability shall become effective only upon Client's acceptance of the revised proposal.

Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Consultant, increase Consultant's contractual or legal obligations or risk, or adversely affect the availability or cost of its professional or general liability insurance. Consultant shall not be required to sign any documents, requested by any party, including Client, that would result in Consultant having to certify, guarantee, warrant, or state the existence of conditions whose existence Consultant cannot ascertain. Client also agrees not to make resolution of any dispute with Consultant or payment of any money due to Consultant in any way contingent upon Consultant signing any such certification, guarantee, warranty, or statement.

4.17 Statute of Limitations: Any applicable statute of limitations pertaining to all causes of action, latent or patent, shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of Substantial Completion.

4.18 Instruments of Service: Client acknowledges all reports, drawings, specifications, field data, notes, photographs, videos, and other documents, including all such documents on electronic media, prepared by Consultant and Consultant's subconsultants are instruments of service and shall remain the property of Consultant and Consultant's subconsultants and may be used by Consultant without the consent of Client. Consultant and Consultant's subconsultants shall be deemed the authors and owners of their respective instruments of service, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of instruments of service to meet official regulatory requirements or for similar purposes in connection with this Agreement is not to be construed as publication in derogation of the reserved rights of Consultant or Consultant's subconsultants. Upon request and payment of all costs involved, Client is entitled to a copy of all final drawings and specifications for use in connection with the project for which the drawings and specifications have been prepared. Client acknowledges that its right to utilize final drawings and specifications and the services of Consultant provided pursuant to this Agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this Agreement, and Client has performed all its obligations under this Agreement. In the event Client is in default of any of the terms and conditions of this Agreement, any license or right to utilize the instruments of service by Client is automatically revoked.

4.19 Electronic Files: In accepting and utilizing any electronic files or drawings, reports, and data on any form of electronic media generated and furnished by Consultant ("electronic files"), Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author and shall retain all common law, statutory law, and other rights, including copyrights. Client agrees not to use or reuse these electronic files, in whole or in part, for any purpose or project other than the project that is subject of this Agreement. Client agrees not to make changes to or transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes, use, or reuse of the electronic files for any other project by anyone other than Consultant.

Client acknowledges that Client and Consultant have agreed on all hardware and software specifications which may be necessary for transmission of electronic files relevant to the project.

Electronic files furnished by either party shall be subject to an acceptance period of fifteen (15) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

Electronic files, such as computer-aided drafting and design files, may not be construction documents, and Consultant makes no representation as to their accuracy or completeness. Client is aware that differences may exist between the electronic files delivered and the signed and stamped or sealed construction documents. In the event of a conflict between signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed construction documents, copies of which shall be kept by Consultant, shall govern.

In addition, Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from any unauthorized changes made by anyone other than Consultant or from any use or reuse of the electronic files for any other project by anyone other than Consultant.

Under no circumstances shall delivery of electronic files for use by Client be deemed a sale of a product by Consultant, and Consultant makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for any damages as a result of Client's use or reuse of the electronic files.

4.20 Promotional Rights: Consultant shall have the right to include photographic or artistic representations of the design of the project among Consultant's promotional and professional materials. Consultant shall be given reasonable access to the completed project to make such representations. However, Consultant's materials shall not include Client's or Owner's confidential or proprietary information if Client or Owner has previously advised Consultant in writing of the specific information considered by Client or Owner to be confidential or proprietary. Client shall provide professional credit for Consultant in Client's promotional materials for the project. This Section shall survive the termination of this Agreement unless Client terminates this Agreement for cause.

4.21 Use of Non-Final Documents: Client and Owner agrees not to use or permit any other person to use drawings, specifications, reports, or other documents prepared by Consultant which drawings, specifications, reports, or other documents are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of all non-final drawings, specifications, reports, or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from a violation of this section by Client or Owner. Client further agrees that final drawings, specifications, reports, or other documents are for the exclusive use of Client and may be used by Client only for the project described hereinbefore and such use is subject to the terms and conditions of this Agreement. Such final drawings, specifications, cost estimates, reports, or other documents may not be changed or used on a different project without written authorization or approval by Consultant. If signed check prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this section.

4.22 Unauthorized Changes, Directives, or Substitutions: In the event that 1) Client or Owner agrees to, authorizes, or permits changes/substitutions in the drawings, specifications, documents, or electronic files prepared by Consultant, which changes/substitutions are not consented to in writing by Consultant, or 2) Client or Owner agrees to, authorizes, or permits construction of unauthorized changes/substitutions in the drawings, specifications, documents, or electronic files prepared by Consultant, which changes are not consented to in writing by Consultant, or 3) Client or Owner agrees to, authorizes, or accepts non-conforming work not consented to in writing by Consultant, or 4) Client or Owner does not follow recommendations prepared by Consultant pursuant to this Agreement, which changed recommendations are not consented to in writing by Consultant, then Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant, and Client agrees to release Consultant from all liability arising from the use of such

changes and further agrees, to the extent permitted by law, to defend, indemnify, and hold harmless Consultant, its officers, directors, employees, and subconsultants from and against all claims, demands, damages, or costs, including attorneys' fees, arising from the unauthorized changes.

4.23 Government or Agency Permits or Approvals: If the scope of services includes Consultant's assistance in applying for governmental or agency permits or approvals, Consultant's assistance shall not constitute a representation, warranty, or guarantee that such permits or approvals will be acted upon favorably by any government or agency. If Consultant, pursuant to this Agreement, produces drawings, specifications, or other documents and/or performs field services and such drawings, specifications, or other documents and/or field services are required by any government or agency and such government or agency changes its ordinances, codes, policies, procedures, or requirements after the date of this Agreement, any additional office or field services thereby required shall be paid for by Client as extra services in accordance with Section 2.06.

Consultant shall not be liable for damages resulting from the actions or inactions of government or agencies, including but not limited to permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or drawing approvals, funding agency agreements, and building permits. Client agrees that it is the responsibility of Client or Owner to maintain in good standing all governmental or agency permits or approvals and to timely apply for any necessary extensions thereof.

4.24 Asbestos and Hazardous/Toxic Materials: Client acknowledges that Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client or Owner retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

Client hereby agrees to bring no cause of action on any basis whatsoever against Consultant, its officers and directors, principals, employees, and subconsultants if such claim or cause of action in any way would involve Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials, or processes containing asbestos, asbestos cement pipe, and/or any hazardous or toxic materials. Client further agrees, to the extent permitted by law, to defend, indemnify, and hold harmless Consultant, its officers, directors, principals, employees, and subconsultants from any asbestos and/or hazardous or toxic material-related claims that may be brought by third parties as a result of the services provided by Consultant pursuant to this Agreement, except claims caused by the sole negligence or willful misconduct of Consultant.

Client agrees, to the extent permitted by law, to defend, indemnify, and hold harmless Consultant, its officers, directors, principals, employees, and subconsultants from and against all claims, losses, damages, and cost caused by, arising out of, or relating to, the presence of any fungus, mildew, mold, or resulting allergens, provided that such claim, loss, damage, or cost is not due to the sole negligence or willful misconduct of Consultant.

4.25 Field Conditions Acknowledgement: Client acknowledges that the design services performed pursuant to this Agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications, and other changes may be necessary to reflect changed or discovered field and other conditions. Such clarifications, adjustments, modifications, and other changes shall be paid for by Client as extra services in accordance with Section 2.06.

4.26 Site Conditions and Subsurface Investigations: Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this Agreement, or by amendments to this Agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant or Consultant's subconsultants. Client agrees to pay Consultant for any and all additional costs and expenses incurred by Consultant and further agrees, to the extent permitted by law, to defend, indemnify, and hold harmless Consultant, its officers, directors, employees, and subconsultants from all damages, liabilities, or costs, including reasonable attorneys' fees and costs, arising from or related to the subsurface conditions.

4.27 Grading Plans and Construction Staking: If the scope of services to be provided by Consultant pursuant to the terms of this Agreement includes the preparation of grading plans but excludes construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings based upon information provided by others, and Client or Owner will be required to retain such services from another consultant or pay Consultant pursuant to this Agreement for such services as extra services in accordance with Section 2.06.

4.28 Prevailing Wages: Unless the scope of services to be provided by Consultant expressly includes Consultant's assistance in determinations regarding the application of prevailing wages, Client and Consultant acknowledge that it is Client's or Owner's exclusive responsibility to determine whether the project, which is the subject of this Agreement, is a "public work" as defined in California Labor Code Section 1720, and whether prevailing wage rates are to be paid to certain workers in connection with the project, and determine the rate of prevailing wages to be paid to certain workers. Consultant will develop its schedule of labor rates in reliance on the determinations of Client. In the event of a dispute regarding whether the project is a "public work," whether prevailing wages are to be paid, or the amount of prevailing wages to be paid to individual workers, Client agrees to pay Consultant for any and all additional costs and expenses (including additional wages, penalties, and interest) incurred by Consultant and further agrees, to the extent permitted by law, to defend, indemnify, and hold harmless Consultant, its officers, directors, employees, and subconsultants from all damages, liabilities, or costs, including reasonable attorneys' fees and costs, arising from or related to Client's or Owner's determinations regarding the application of or payment of prevailing wages.

4.29 Common Interest Developments: If the scope of services of Consultant includes the rendition of professional services for a project which is a common interest development subject to the provisions of Civil Code Section 1375, Client agrees to reimburse Consultant for all costs associated with Consultant's participation in the pre-litigation process described in Civil Code Section 1375. Further, Client agrees to pay Consultant's fees for time incurred participating in the pre-litigation process. These fees and costs shall be paid as extra services in accordance with Section 2.06. Such extra services shall be paid at Consultant's normal hourly rates in effect at the time Consultant participates in the pre-litigation process. For purposes of this section, a "common interest development" shall be a common interest development as defined in Civil Code Section 1375.

Client agrees, to the extent permitted by law, to defend, indemnify, and hold harmless Consultant, its officers, directors, employees, and subconsultants from all damages, liabilities, or costs, including reasonable attorneys' fees and costs, arising from or related to Consultant's participation in the pre-litigation process pursuant to Civil Code Section 1375.

Client agrees that if Client or Owner receives Notice of Commencement of Legal Proceedings pursuant to Civil Code Section 1375, Client will notify Consultant in writing within ten (10) days of Client's receipt of the Notice of Commencement of Legal Proceedings, provided the Notice of Commencement of Legal Proceedings either identifies Consultant as a potentially responsible party or the face of the Notice contains information which identifies Consultant's potential responsibility. If Client does not timely notify Consultant, then Client agrees, to the extent permitted by law, to defend, indemnify, and hold harmless Consultant, its officers, directors, employees, and subconsultants from all damages, liabilities, or costs, including reasonable attorneys' fees and costs, arising from or related to Client's failure to timely notify Consultant.

4.30 Disclosure of Professional Liability: Consultant holds a current professional liability insurance policy covering the professional engineer and/or professional land surveyor responsible for the services provided under this Agreement.

ARTICLE 5 – POST-DESIGN-RELATED PROVISIONS

5.01 Construction Phase Services: If the scope of services contained in this Agreement does not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the Contract Documents, construction observation, and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees, to the extent permitted by law, to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments, or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.

5.02 Construction Contractor's Obligations: Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property and that this requirement shall apply

continuously and not be limited to normal working hours. The presence or duties of Consultant's personnel at a construction site, whether as on-site representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to Client, Owner, and/or the construction contractor(s) or other entities and do not relieve the construction contractor(s) or any other entity of their obligations, duties, and responsibilities, including but not limited to all construction methods, means, techniques, sequences, or procedures necessary for performing, superintending, or coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety requirements of any regulatory agency or state law. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

The presence of Consultant's personnel at a construction site is for the purpose of providing Client and Owner a greater degree of confidence that the completed work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor. Consultant neither guarantees the performance of construction contractor nor assumes responsibility for construction contractor's failure to perform their work in accordance with Contract Documents.

5.03 Submittals and Shop Drawings: Consultant shall review and take no exceptions or take other appropriate action upon construction contractor's submittals, such as shop drawings, product data, and samples but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the construction contractor's responsibility. Consultant's review shall not constitute approval of safety precautions or construction means, techniques, sequences, or procedures. Consultant's review of a specific item shall not indicate review of an assembly of which the item is a component.

5.04 Rejection of Work: Consultant has the authority to reject work that does not conform to the Contract Documents. Whenever Consultant considers it necessary or advisable, Consultant shall have the authority to require inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not the work is fabricated, installed, or completed. However, neither this authority of Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Consultant to the construction contractor, subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the work.

5.05 Re-Staking or Record Monumentation: In the event that any staking or record monuments are destroyed, damaged, or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as extra services in accordance with Section 2.06.

5.06 Changed Conditions: If during the construction phase of the project Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications, or other changes to the drawings, specifications, estimates, or other documents prepared by Consultant,

Client agrees to notify Consultant and retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the construction contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this section. Any extra work performed by Consultant pursuant to this section shall be paid for as extra services pursuant to Section 2.06.

5.07 Record Drawings: The construction contractor is responsible for keeping an updated set of documents including but not limited to drawings, specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications as a record of the work as constructed under the Contract for Construction. If Consultant is tasked to provide record drawings, they shall be defined as drawings depicting the completed project, or a specific portion of the completed project, prepared by Consultant as an additional service and based on construction contractor's record of the work as delivered to Consultant and annotated by construction contractor to show changes made during construction. Record drawings are based on the construction contractor's record of the work, and Consultant is not responsible for the accuracy or completeness of the record drawings.

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PACE® ENGINEERING

5155 VENTURE PARKWAY
REDDING, CA 96002
(530) 244-0202

FEE SCHEDULE

RATES FOR PROFESSIONAL SERVICES

Effective through December 31, 2026

LABOR CLASSIFICATION	BILLING CLASS	HOURLY RATE
Managing Engineer	E7	$280
Principal Engineer/Surveyor	E6/LS6	$264
Senior Engineer/Surveyor	E5/LS5	$243
Associate Engineer/Surveyor	E4/LS4	$218
Staff Engineer/Surveyor - Grade 3	E3/LS3	$196
Staff Engineer/Surveyor - Grade 2	E2/LS2	$185
Staff Engineer/Surveyor - Grade 1	E1/LS1	$167
Technician 4	T4	$185
Technician 3	T3	$166
Technician 2	T2	$151
Technician 1	T1	$131
One-Man Survey Crew	SC1	$307
One-Man Survey Crew (O/T)	SC1x	$361
Two-Man Survey Crew	SC2	$391
Two-Man Survey Crew (O/T)	SC2x	$462
Three-Man Survey Crew	SC3	$482
Three-Man Survey Crew (O/T)	SC3x	$564
Admin. Clerk 3	AD3	$103
Admin. Clerk 2	AD2	$92
Admin. Clerk 1	AD1	$85

EXPENSES	
Meals and Lodging:	At cost (out-of-town and overnight work only).
Vehicle Transportation:	Included in hourly rates unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.
Express Mail/Federal Express:	At cost.
Outside Services and Fees:	At cost plus 10% administrative fee.
Equipment:	Included in hourly rate unless specifically indicated otherwise in Agreement.
Rates for expert witness services will be as set forth in the Engineering Agreement.	
Rates are effective through the date shown above and are subject to annual revisions. Services will be billed at the hourly rates in place at the time service is provided.	
Refer to Prevailing Wage Fee Schedule for hourly rates on prevailing wage projects.	