

SHORT FORM AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT, effective as of this July 3, 2017 day of February, 2017, is by and between Christian Valley Park Community Services District ("Client") and Crawford & Associates, Inc. ("Engineer"). The Project is described in Engineer's attached Proposals which are hereby incorporated into and made a part of this Agreement.

1. **Services.** Engineer will perform the Services described in the PROPOSALS in accordance with the standards of competent geotechnical engineers providing similar services under similar conditions. No warranty or guarantee, either express or implied, applies to the Services.
2. **Independent Contractor.** Engineer will perform Services under this Agreement as an independent contractor.
3. **Payments to Engineer.** Client will pay Engineer's invoices within 5 days following receipt of payment for Engineer's invoice or within 90 days of invoice date, whichever occurs first. Engineer may, at its sole option, suspend or terminate this Agreement if Client does not make payments when due. Unless otherwise agreed in writing, Engineer will bill its Services on a time-and-materials basis using its current schedule of fees and costs. Limitations stated in the PROPOSALS on the amount to be billed are estimates only, and are not an agreement by Engineer that it will complete the Services for the estimated amount. Client will reimburse Engineer for any costs, including legal fees, associated with the collection of past due unpaid amounts.
4. **Site Access.** Client agrees to provide access and/or obtain permission for Engineer to enter upon all property as necessary to perform the Services. Engineer will exercise reasonable care to reduce damage, but Client recognizes that Engineer's operations and investigative equipment may unavoidably alter or affect the Project site. The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated in the PROPOSALS.
5. **Relevant Information.** Client will provide Engineer with all information Client has, or can reasonably obtain, concerning the Project site, including subsurface conditions and the location of subsurface or hidden pipes, utilities or structures. Engineer will endeavor to avoid damage to such pipes, utilities and structures, but is not responsible for any damage to such items not properly identified in the information provided to it by Client. Engineer may reasonably rely on the accuracy and completeness of any information supplied by Client, without independently verifying its accuracy. Prior to the commencement of Services, Client will notify Engineer of any known potential health or safety hazard existing on or near the Project site, with particular reference to Hazardous Materials or conditions.
6. **Hazardous Materials.** The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever, including but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution. Engineer's Services under this Agreement are limited to geotechnical engineering and Engineer has no responsibility to locate, identify, evaluate, treat or otherwise address Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies and potentially affected public of the existence of any Hazardous Materials located at the Project site during performance of this Agreement. If hazardous materials are discovered at the Project site, Engineer can terminate this Agreement.
7. **Limitation of Liability.** The total cumulative liability of Engineer and its subcontractors, employees and agents to Client arising from Services under this Agreement will not exceed the gross compensation received by Engineer under this Agreement or \$80,000, whichever is greater. This limitation applies to all lawsuits, claims or actions that allege errors or omissions by Engineer, whether alleged in tort, contract, or under any other legal theory. Upon Client's written request, Engineer and Client may agree to increase the limitation to a greater amount in exchange for an increase in Engineer's fee. Neither Engineer nor Client will be liable to the other for any special, consequential, incidental or penal losses or damages. Further, both Client and Engineer waive any right to sue, or otherwise make any claim against any of the other party's officers, directors, shareholders or employees, past or present, as individuals.
8. **Insurance.** Engineer will maintain policies of general liability, automobile liability, workers compensation and professional liability insurance throughout the duration of this Agreement. Client will maintain property insurance sufficient to protect any property in which it has an insurable interest. Engineer and Client each waive any claims against each other for damage to property covered, or that should have been covered by property insurance required by this paragraph, including subrogated claims. Upon request, Engineer and Client will each provide the other with a certificate(s) of insurance evidencing the insurance required by this section.

9. Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client (including its shareholders, officers, directors and employees) from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and defense costs) or other losses, to the extent caused by Engineer's negligent performance of its Services under this Agreement.

10. Indemnification of Engineer. Client will indemnify and hold harmless Engineer (including its shareholders, officers, directors and employees) from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses, to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.


11. Mediation: Engineer and Client agree to mediate any dispute regarding this Agreement or its performance as a precondition to instituting any legal action against the other, each party sharing equally the mediation fees and costs.

12. Termination: Either party may terminate this Agreement for convenience by giving 14 days written notice to the other party, and for cause by giving 7 days written notice. If Client terminates this Agreement, in addition to any other compensation due under this Agreement, it will pay amounts incurred by Engineer in preparing to perform Services, performing them, and in their orderly termination.

13. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive its expiration or termination. If Engineer provides Services to Client that the parties do not confirm in an executed amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement will apply to such Services as if the parties had executed an amendment.

14. Assignment; Use of Engineer's Work Product. No party other than Client may rely on documents produced by Engineer's without Engineer's express prior written consent and receipt of additional compensation. During the term of this Agreement and following its completion or termination, neither Engineer nor Client may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, although Engineer may subcontract for the services of others without obtaining Client's consent if Engineer deems it necessary or desirable for others to perform certain Services.

15. Full and Final Agreement: This Agreement is the full and final agreement between Engineer and Client and supersedes any prior agreements. This Agreement may not be modified except by a writing executed by both parties.

	<u>CLIENT:</u>	<u>ENGINEER:</u>
Signature:		
Print Name:	CHRIS CALVERT	Benjamin Crawford, PE, GE
Title:	PRESIDENT	President
Company:	CHRISTIAN VALLEY PRAIRIE CSD	Crawford & Associates, Inc.
Address:	P.O. Box 3138	1100 Corporate Way, Suite 230
	Auburn, CA 95601/4	Sacramento, CA 95831
Date:	7/11/17	

**PRELIMINARY GEOLOGIC/GEOTECHNICAL MEMO
WATER STORAGE TANK FEASIBILITY STUDY
CHRISTIAN VALLEY PARK COMMUNITY SERVICES DISTRICT
AUBURN, CA**

Project Description

The water storage system of Christian Valley Park Community Services District (Christian Valley Park CSD) currently uses a concrete lined reservoir surrounded by berms. Based on our conversations with the design team, we understand that the project includes assessing the feasibility of installing a storage tank as an alternative water storage option. The proposed tank location is approximately 100 feet north of the existing reservoir, and is most likely underlain by a few feet of gravelly lean clay to clayey sand followed by weathered bedrock. Key geotechnical issues include determining the soil/rock transition zones across the site to provide firm, uniform support to the tank.

To support the feasibility study, Crawford & Associates, Inc (CAInc) will perform a limited subsurface exploration at the site to determine general subsurface conditions. Additional exploration, laboratory testing, and analysis will be required to provide design level recommendations for the project once the tank location and size has been determined.

Scope of Work

Task 1) Site Review and Project Coordination

Prior to performing our fieldwork, CAINc will discuss the feasibility study and review any available preliminary plans with the design team.

Task 2) Preliminary Subsurface Exploration

CAInc will excavate 3 to 5 backhoe test pits at potential tank locations, to a depth of approximately 5 to 10 feet or essential refusal. Based on our conversation with Gerry LaBudde we understand that Christian Valley Park CSD will provide a backhoe and operator for our preliminary subsurface exploration. CAINc will obtain bulk samples of the subsurface soil for reference and future laboratory testing (if necessary).

Task 3) Analysis and Preliminary Geologic/Geotechnical Memorandum

CAInc will review available geotechnical, geologic and seismic information for the site and prepare a memorandum for the project, including:

- Scope of Work
- Site and Project Description
- Field Exploration Summary
- Site Geology and Seismicity

- Subsurface Conditions and Groundwater
- CBC seismic design parameters
- Foundation options for the proposed tank site
- Geotechnical considerations for grading, including ground preparation, materials excavation, stability, and placement
- Vicinity and Site Map
- Test Pit Logs

CAInc will submit a draft memorandum for review and comment prior to submitting the final memorandum.

Deliverables: Draft and Final Geological/Geotechnical Memorandum

Schedule

We will initiate our engineering services after receiving a signed agreement and notice-to-proceed. We will schedule and perform our fieldwork within one week of receiving a signed agreement provided we have received the required all necessary permits and/or rights of entry. We will submit our Preliminary Geologic/Geotechnical Memorandum within three weeks of completing our fieldwork. The Final Memorandum will be completed within two weeks after receiving comments.

Fee

CAInc will perform the above scope of services for the following fee.

Prelim Coordination	\$1,452
Fieldwork	\$692
Analysis	\$1,065
Report Preparation	\$2,315
Total	\$5,525

We will not exceed the above fees without written authorization from you.

GEOLOGIC/GEOTECHNICAL DESIGN MEMORANDUM
WATER STORAGE TANK STUDY
CHRISTIAN VALLEY PARK COMMUNITY SERVICES DISTRICT
AUBURN, CA

PROJECT DESCRIPTION

The water storage system of Christian Valley Park Community Services District (Christian Valley Park CSD) currently uses a concrete lined reservoir surrounded by berms. Based on our conversations with the design team, we understand they would like to replace the reservoir with a water tank. The proposed tank is a 750,000 gallon, 65ft diameter by 32ft high steel water tank with a tank bottom reference elevation of 204ft. The proposed tank will be constructed on a new fill pad approximately 70ft north-northeast of the existing water reservoir. In order to retain the 2:1 fill slope associated with the tank pad on the property, a small (5±ft tall) retaining wall may be required north of the water tank. Alternatively, a reinforced 1.5:1 slope may be a suitable option. A hydro-pneumatic tank is also proposed to the northwest of the existing reservoir. The hydro-pneumatic tank has plan dimensions of 5ft by 20ft and is expected to be constructed near existing grade.

To complement our previous Preliminary Memo, "*Preliminary Geologic/Geotechnical Memo, Christian Valley Park CSD-Water Storage Tank Feasibility Study, Auburn, California*", Crawford & Associates, Inc (CAInc) will perform a limited subsurface exploration at the hydro-pneumatic tank location. Our preliminary data will suffice for designing the other improvements. Additionally, we will perform lab testing and analysis to support final design.

SCOPE OF WORK

TASK 1) SITE REVIEW AND PROJECT COORDINATION

Prior to performing our fieldwork, CAINc will review available plans provided by the design team.

TASK 2) SUBSURFACE EXPLORATION

CAInc will supervise the excavation of 1 to 2 backhoe test pits (total) at the hydro-pneumatic tank location to a depth of about 9 ft or essential refusal. Based on our conversation with Gerry LaBudde, we understand that Christian Valley Park CSD will provide a backhoe and operator for the subsurface exploration. CAINc will obtain samples of the subsurface soil for reference and secure them for laboratory testing.

TASK 3) ANALYSIS AND GEOLOGIC/GEOTECHNICAL MEMORANDUM

CAInc will review available geotechnical, geologic and seismic information for the site and prepare a memorandum for the project, including:

- Scope of Work;
- Site and Project Description;
- Field Exploration Summary;
- Laboratory testing;
- Geotechnical recommendations for the proposed water tank, retaining wall, and hydro-pneumatic tank;
- Geotechnical considerations for grading, including ground preparation, materials excavation, stability, and placement;
- Vicinity and Site Map; and
- Test Pit Logs.

CAInc will submit a draft memorandum for review and comment prior to submitting the final memorandum.

Deliverables: Draft and Final Geological/Geotechnical Design Memorandum

FEE

We will perform the above services for \$2,400.

SCHEDULE

We will initiate our engineering services after receiving a signed agreement and notice-to-proceed. We will schedule and perform our fieldwork within one week of receiving a signed agreement provided we have received the required all necessary permits and/or rights of entry. We will submit our Geologic/Geotechnical Memorandum within six weeks of completing our fieldwork. The Final Memorandum will be completed within two weeks after receiving comments.