November 5, 2026 ***Sent via Email***

Thomas M. Hanna, P.E.
Capital Projects Manager
Central Bucks School District
320 West Swamp Road
Doylestown, PA 18901

Subject: Professional Services Proposal
Central Bucks West 2027 Summer Paving Project
Borough of Doylestown, Bucks County, PA

Dear Mr. Hanna:

Carroll Engineering Corporation (CEC) is pleased to submit this professional engineering services proposal for the subject project. The site is situated in the R-2 – Residential-2 Zoning District per the Borough of Doylestown Zoning Map.

As we understand it, Central Bucks School District (hereinafter referred to as Client) wishes to repave the two (2) existing parking lots adjacent to Court Street and Lafayette Street, and to remediate the accessible curb ramps at the corner of MacFarlane Lane and Lafayette Street.

CEC proposes to provide services in accordance with the following Scope of Work and Fee Proposal.

I. SCOPE OF SERVICES

A. SURVEY & BASE PLAN

The survey and base plan prepared for the previous school addition and traffic improvement projects will be utilized as the base plan for this project.

The exterior work that was completed in 2026, adjacent to the new building entrance on MacFarlane Lane, will require a topographic and existing features survey to confirm as-built elevations and accessible path of travel compliance.

B. TRAFFIC ENGINEERING

CEC will provide engineering design, permitting, and bidding services associated with the proposed pedestrian and traffic control improvements serving Central Bucks High School West. Services will include the following:

Task 1 – Memorial Drive/MacFarlane Lane RRFB Design

CEC will update the partially completed design for the proposed Rectangular Rapid Flashing Beacon (RRFB) at the intersection of Memorial Drive and MacFarlane Lane. The revised design will incorporate four (4) RRFB pedestals in lieu of the previously proposed two (2) pedestals to accommodate pedestrian crossings on both approaches of Memorial Drive.
Services will include:

- Review the partially completed RRFB design and incorporate the revised four-pedestal configuration.
- Revise the RRFB equipment locations, signing, pavement markings, and other associated design elements, as required.
- Evaluate pedestal locations relative to the proposed pedestrian crossings, curb ramps, sidewalks, utilities, right-of-way, and other existing or proposed features.
- Review the proposed pedestrian improvements for compliance with applicable ADA and Public Right-of-Way Accessibility Guidelines (PROWAG) requirements.
- Review available utility information and identify potential conflicts affecting the proposed pedestal, curb ramp, conduit, and related improvement locations.
- Prepare revised plans, construction details, and technical specifications, as applicable, suitable for agency review, bidding, and construction.
- Perform a constructability review of the proposed improvements within the available right-of-way and project limits.
- Prepare final quantities and an opinion of probable construction cost.
- Address reasonable review comments and prepare final revised plans.

Task 2 – West State Street Flashing Beacon Design

CEC will prepare design plans for a new flashing warning beacon along northbound West State Street (SR 3002) between Progress Drive and Memorial Drive.

Services will include:

- Evaluate the proposed beacon location and existing roadway conditions.
- Develop the proposed beacon configuration, including supporting traffic control signing, equipment, and associated improvements.
- Review available utility and right-of-way information relative to the proposed installation.
- Prepare plans, construction details, and technical specifications, as applicable, suitable for agency review, bidding, and construction.
- Coordinate the proposed improvement with the other planned traffic and pedestrian improvements serving Central Bucks High School West.
- Prepare final quantities and an opinion of probable construction cost.
- Address reasonable review comments and prepare final design plans.

Task 3 – PennDOT Permitting and Coordination

CEC will provide engineering and coordination services necessary to obtain applicable PennDOT approvals for the proposed improvements.

Services will include:

- Perform an on-call review of the design for compliance with applicable PennDOT and accessibility requirements.
- Prepare and submit applicable PennDOT Highway Occupancy Permit (HOP) application materials for work within PennDOT right-of-way, including plans, supporting documentation, and exhibits.
- Prepare a School Zone Speed Limit Engineering and Traffic Study (PennDOT Form TE-112) for the proposed extension of the existing school zone along West State Street (SR 3002), including evaluation and documentation of the proposed school-zone limits and submission to PennDOT District 6-0 for approval.
- Coordinate with PennDOT, Central Bucks School District, Doylestown Township, and Doylestown Borough throughout the review and permitting process, including attendance at meetings, responses to reasonable review comments, and preparation of revised submissions, as necessary to obtain applicable approvals.

Task 4 – COSTARS Procurement

CEC will prepare the final design documents for the Memorial Drive/MacFarlane Lane RRFB improvements described under Task 1 and the West State Street flashing beacon improvements described under Task 2, with the understanding that Central Bucks School District intends to procure construction through the Pennsylvania COSTARS cooperative purchasing program, provided the proposed work is eligible. CEC will prepare final plans, applicable technical specifications, quantities, and an opinion of probable construction cost suitable for use by the District in coordinating the work with an eligible COSTARS contractor. CEC will provide reasonable coordination and technical clarification during the procurement process.
The scope does not include preparation or administration of a separate public bidding process, including bid documents, advertising, pre-bid meetings, addenda, bid evaluation, or award recommendations. If the improvements cannot be procured through COSTARS, CEC can prepare an addendum for the necessary bidding assistance at that time.

Task 5 – Construction Services

CEC will provide limited construction-phase services associated with the proposed improvements.

Services will include:

- Attend one pre-construction meeting with the District, contractor, and applicable project stakeholders.
- Provide reasonable engineering consultation during construction to address questions directly related to the design plans.
- Review up to three (3) contractor pay applications and provide recommendations to the District regarding payment based on available project information and observed construction progress.
- Attend one final project meeting/site review upon substantial completion of the improvements and identify observable items requiring correction or completion.

Services outside the scope described herein will be performed only upon authorization by the District and will be billed in accordance with CEC's applicable rate schedule.

Assumptions

The scope of services and associated fee are based on the following assumptions:

- CEC will utilize available survey, base mapping, utility information, right-of-way information, and other existing project information developed as part of the previous Central Bucks High School West assignments.
- The RRFB scope is limited to revising the partially completed design to accommodate the four-pedestal configuration and pedestrian crossings on both approaches of Memorial Drive. Evaluation of alternate crossing locations is not included.
- The West State Street flashing beacon design will be limited to one northbound installation between Progress Drive and Memorial Drive.
- The proposed school-zone work will be limited to evaluating and documenting an extension of the existing school zone along West State Street (SR 3002).
- Final equipment types, locations, and operating requirements will be coordinated with the applicable reviewing agencies during design.
- Design will be based on available mapping, utility and right-of-way information, and readily observable field conditions.
- Reasonable agency review comments and associated design revisions are included in the scope.
- Central Bucks School District, Doylestown Township, and/or Doylestown Borough will execute permit applications and other documents requiring owner or municipal authorization, as applicable.
- PennDOT application, inspection, and other agency fees, if applicable, will be paid directly by the District and are not included in CEC's fee.
- The project is assumed to be procured through the Pennsylvania COSTARS program. If COSTARS procurement is not feasible, additional bidding assistance can be provided under an addendum to this proposal.
- Construction-phase services are limited to those specifically identified under Task 5, including attendance at one pre-construction meeting and one final project meeting/site review.

Exclusions

Unless specifically authorized as an additional service, the following are excluded from this scope:

- Topographic, boundary, or right-of-way survey.
- Subsurface utility engineering, utility test pits, or utility relocation design.
- Geotechnical investigations.
- Environmental studies or permitting.
- Right-of-way or easement acquisition.
- Significant roadway reconstruction or geometric modifications beyond those necessary to accommodate the proposed improvements.
- Design of improvements at locations other than those specifically identified herein.
- PennDOT application, inspection, or other agency fees.
- Additional traffic studies, engineering analyses, or documentation not specifically identified herein that may subsequently be requested by PennDOT or another reviewing agency.
- Full-time or part-time construction inspection, resident project representation, and routine construction observation.
- Construction progress meetings or additional site visits beyond those specifically identified under Task 5.
- Review of contractor change orders, construction schedules, or claims.
- Shop drawing preparation or detailed review of contractor means, methods, or construction sequencing.
- Preparation of record drawings or as-built plans.
- Temporary traffic control plans.
- Significant redesign resulting from changes to the project scope or configuration after design has progressed.
- Additional improvements or substantial redesign required by PennDOT, the School District, Doylestown Township, Doylestown Borough, or other reviewing agencies that materially expand the scope described herein.

C. ADDITIONAL TRAFFIC ENGINEERING SERVICES

CEC provided engineering services to Central Bucks School District for the CB West High School Traffic Study. During the course of the project, CEC performed additional engineering services associated with addressing review comments and correspondence from Gilmore & Associates that were beyond the scope of the original authorization. At the District's request, the additional services are itemized below:

1. July 23, 2025 Comment Letter

CEC performed engineering services to review and address comments provided by Gilmore & Associates, including supplemental engineering analysis, evaluation of supporting technical information, and development of appropriate responses. Updated and revised the report and associated appendices to incorporate the results of the additional analysis and address the review comments. Prepared and submitted the revised report on August 8, 2025.

2. August 15, 2025 Comment Letter & November 24, 2025 Correspondence

CEC performed additional engineering services associated with comments received from a new Gilmore & Associates reviewer. Work included review and evaluation of the comments, supplemental engineering analysis, evaluation of supporting technical information, and preparation of detailed responses. Revised the report and associated appendices as necessary to address the additional comments and submitted the revised report on June 18, 2026

3. November 24, 2025 Parking Lot Design

CEC performed additional engineering and design services associated with the reconfiguration of the senior parking lot (formerly the staff parking lot). Services included development and evaluation of initial layout concepts, preparation of preliminary plans, coordination with the School District regarding the proposed improvements, and subsequent plan revisions to address District comments and concerns. Prepared final plans incorporating the requested modifications and resulting design changes.

D. CIVIL ENGINEERING

4. Construction Documents

Plans will be prepared for use in bidding and construction of the proposed scope of work. The layout shall be based on the instructions from the October 15th, 2026, site visit. A maximum of two (2) minor revisions are included based on a pre-bidding site visit and client plan review. In addition, the Court Street Parking Lot Curb Construction & Pavement Marking plans previously submitted to the School District will be included.

a. We anticipate preparing the following plans:

1) Overall Site Improvement Plan
2) Site Improvement Plan
3) Overall Existing Features/Demolition Plan
4) Existing Features/Demolition Plan
5) Overall Grading Plan

6) Grading Plan
7) Erosion and Sediment Control Plan, Notes, & Details (if necessary)
8) Site Construction Details
9) Court Street Parking Lot Curb and ADA Construction Plan
10) Court Street Parking Lot Pavement Marking Plan

b. Quantity Take-Off

We will prepare a construction quantity tabulation after the plans are approved. This includes one (1) round of minor comments.

c. Analysis

We will analyze the as-built accessible path of travel for compliance. Corrective design is not included in this scope if the accessible path is found to be out of compliance.

5. Meetings

The following meetings are included in the Fixed Fee Total: one (1) Pre-Bid Meeting with school district staff. Additional meetings will be invoiced on a T&M basis as needed/requested.

E. CONSTRUCTION PHASE SERVICES

The client-approved Construction Plans will be used and modified as needed to provide all required information for bidding and construction. Technical specifications for site-related construction will be prepared. The format will be coordinated with the Client. It is understood that the complete overall specification package will be assembled by the Client. It is understood that all "front-end" documents will be prepared by the Client.

We will review shop drawings and material submittals of site-related items. We will respond to questions and provide clarifications as required (RFI's).

We will attend one (1) pre-bid meeting and one (1) pre-construction meeting with school district staff and the contractor.

This phase includes twenty (20) hours for site inspections to witness proof rolling, base repair, and monitoring.

***Note**: Application fees are not included in the fixed fee. During the review process, two minor revisions of the preliminary/final plans; based on comments from review agencies, are included. Minor revisions are considered those that do not require revisions to the basic site layout, preparation of additional sheets to the plan set, additional calculations, and Client requested changes. Water and sewer improvement plans are limited to on-site designs and does not include design of treatment facilities, water storage or pumping facilities, or off-site improvements. Preparation of a*

water model for sizing mains is not included. Redesign of water, sanitary, and storm sewer facilities based on requests by utilities (i.e., electric, gas, cable, etc.) are not included in the fixed fees and will be completed on time and material basis.

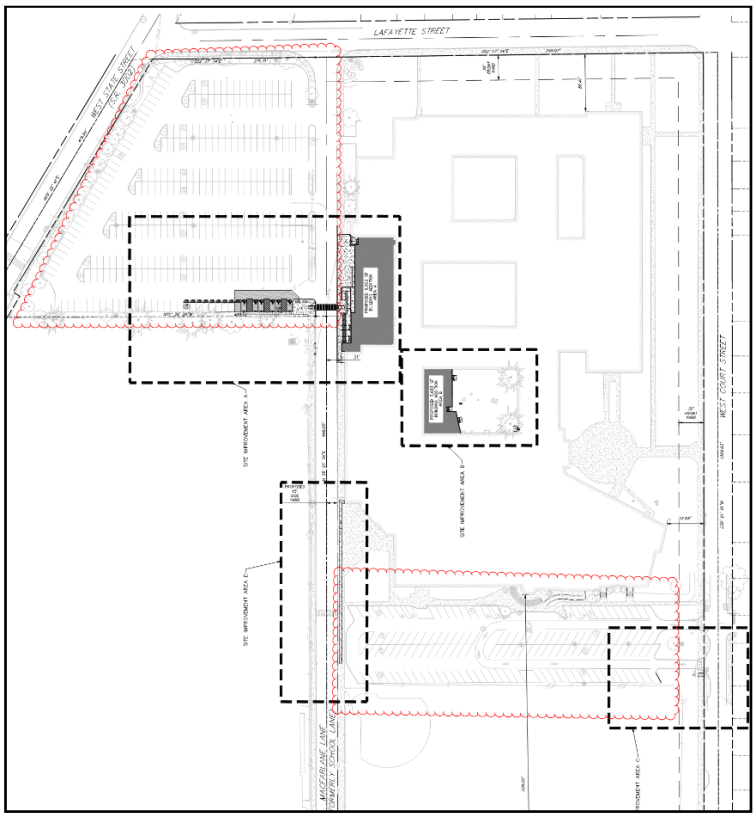
F. GEOTECHNICAL INVESTIGATIONS

It is our understanding that multiple cores are requested, requiring information on the thicknesses of existing asphalt pavement sections in two (2) parking lots, referred to as the "Court Street Lot" and the "Lafayette Street Lot". This service will be provided by HCEA as a subcontractor to CEC.

1. ASPHALT CORING

At the request of the client, HCEA will utilize coring equipment to obtain at least 2 pavement cores from the Court Street Lot and at least 3 pavement cores from the Lafayette Street Lot.

The sketch below, which was provided by the client, indicates the parking lot areas where the cores are to be obtained:



HCEA personnel will measure the thickness of the asphalt layer(s) comprising the pavement section at each location. It is our assumption that, upon completion, each core hole may be patched to the original thickness of the pavement section using cold mix asphalt repair material and tamped by hand.

2. STAKEOUT AND ACCESS REQUIREMENTS

As required by law, HCEA will contact and coordinate with the Pennsylvania One-Call System (POCS) at least three (3) days before coring operations. It should be noted that privately owned utilities or utility lines located on property not in the public right-of-way may not be covered by POCS. Therefore, HCEA will require that a private utility locator be utilized to scan and mark the locations of private underground utilities at the proposed core locations.

HCEA requests utility plans or as-builts of subsurface obstructions such as utility lines, stormwater management features, below-ground tanks, etc. be provided to us before finalizing coring locations. These plans can be utilized in conjunction with utility location procedures, but are not sufficient for utility clearance without field verification. HCEA will not be responsible for damage to any private utilities or other underground obstructions not marked by POCS or a private utility locator, including any associated losses, delays, or consequential damages. We reserve the right to relocate or eliminate any portion of the proposed coring operation in areas where appropriate utility location has not been provided.

Our proposal assumes that the requested work may be completed in a single day, and that the coring locations will be clear, relatively level, and accessible to our coring equipment and personnel during normal weekday business hours. We have also assumed that there will be no special conditions or restrictions on our field activities such as permits, traffic or pedestrian control, limited access, environmental monitoring, or safety requirements beyond level D PPE. Attendance at any required safety training or project meetings is not included in our proposed fee. If required, HCEA can provide these services for additional fees.

3. DELIVERABLES

Upon completion of the coring operation, HCEA will prepare a correspondence documenting the thicknesses of each asphalt layer, photographs of the pavement cores, and a sketch indicating the approximate locations where the cores were obtained. Our deliverables will be limited to the transmittal of data and observations, and will not include engineering analyses of the data obtained.

The documentation provided by HCEA is intended for the sole use of our client as designated by our agreement for services and is not intended to be utilized or relied upon by any other party. If requested, HCEA may grant reliance to additional parties following authorization from our client and the receipt of a reliance fee from each entity requesting reliance. Additional parties granted reliance will be bound by the same terms, conditions, and limitations as presented in our proposal, agreement for services, and report.

Based on our current schedule, HCEA will be able to mobilize to the site within one (1) week following acceptance of our proposal to conduct the stakeout, utility clearance, and pavement coring operation. Documentation of our findings will be transmitted on the first business day following the completion of the coring operation.

G. REIMBURSABLE EXPENSES

Reimbursable expenses (mileage, express mailings, plan and report reproduction time and materials, etc.).

H. ASSUMPTIONS

- We assume no permits will be required for this scope of work. If permits are required, the Client will handle the process.
- We assume the existing layout of the parking lots shall not be changed, and all pavement markings, striping, and parking space numbers will be replaced in kind.
- We assume new parking spaces/layouts will not be required.
- If any of the assumptions above are incorrect, we will provide you with a written estimate of additional fees and will require your written notification to proceed.
- This proposal does not include any modifications based on the As-Built Path of Travel analysis. If deficiencies are identified, they will be noted in a report to the Client.
- We assume this work will not require any variances.
- If any of the assumptions above are incorrect, we will provide you with a written estimate of additional fees and will require your written notification to proceed.

II. CONTRACT TERMS

A.	Survey and Base Plan	$2,950.00
B.	Traffic Engineering	$37,000.00
C.	Additional Traffic Engineering Services	$24,800.00
D.	Civil Engineering	$18,500.00
E.	Construction Phase Service	$11,500.00
F.	Geotechnical Investigations	$3,300.00
G.	Expenses	$1,500.00

FIXED FEE TOTAL $99,550.00

CEC proposes to provide the services described herein for a **fixed fee** of **$99,550.00, to be invoiced on a percent-complete** basis. Said fee is based on CEC's understanding of the project scope, as described herein. All required plan, permitting, and document review fees will be paid by the Client and are not included in this proposal. Payments will be credited first to interest and then to principal.

III. SCHEDULE

Upon receipt of a signed contract, we will schedule our work.

IV. CONDITIONS

The fees stated herein are only for the basic services described in this proposal. If additional services are required, they will be invoiced based on CEC's standard hourly rates following your (Client's) approval to proceed with the same. Services are to be rendered in accordance with the services described above and in the attached Standard Consulting Contracting Terms and Conditions.

This proposal and the attached Standard Consulting Contracting Terms and Conditions represent the entire understanding between you and this office with respect to this project and may only be modified in writing, signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, please execute the attached copy of this letter in the space provided and return same to this office.

Thank you for the opportunity to present this proposal. Should you have any questions or require additional information regarding this proposal, please do not hesitate to contact me at 215-268-3808 or jkoutsouros@carrollengineering.com.

Very truly yours,

CARROLL ENGINEERING CORPORATION

John L. Koutsouros, P.E., Vice President
Planning and Site Design Department Manager

Accepted this **5th** day of **November, 2026** for:

Carroll Engineering Corporation, by: John L. Koutsouros, P.E.
Name (Print)

Signature

Vice President
Title

Accepted this ___ day of _____, 2026 for:

_____, by: _____
Company Name Name (Print)

Signature

Title

CARROLL ENGINEERING CORPORATION
2026 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS

These terms and conditions set forth herein are included by reference in the Letter Agreement for the performance of engineering services which are described in the Letter. The Letter Agreement shall take precedence over these General Provisions to the extent there is any inconsistency or contradictory statement. The parties agree that these Standard Terms and Conditions shall apply to any additions to, or modifications of, the Scope of Work in the Agreement. It is agreed that Carroll Engineering Corporation and Client may use their standard business forms (such as purchase orders, acknowledgement, etc.) to administer the activities under this contract. However, Carroll Engineering Corporation expressly rejects the terms and conditions which may be contained in those business forms. The parties agree that the use of such forms shall be solely for the convenience of the party, whether or not such document is signed. None of the provisions, terms, and conditions contained on such forms shall be applicable to this Agreement. The Client agrees that any alteration of this Agreement shall not be binding except if it is in writing and signed by an officer of Carroll Engineering Corporation, except for the following: the Scope of Work may be altered by the parties in the field, upon written authorization of Client or Client's agents or employees. The Client is invited to request changes to these terms & conditions, and assumes the risk of failing to read or understand each individual item.

1. Timing of Proposal: Carroll Engineering Corporation agrees that the Letter Agreement shall remain open and may be accepted by Client for thirty (30) days from the date of the Letter. Acceptance of the Agreement after the end of the 30-day period shall be valid only if CEC elects to reaffirm the Letter Agreement.

2. General: Carroll Engineering Corporation (hereinafter referred to as CEC) shall perform professional services in connection with the project and in accordance with the scope of services established by Client and described in the proposal. CEC will strive to perform services under the Agreement in a manner consistent with generally accepted principals of engineering practice, and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality, under similar conditions, and at the same time. No other representation, expressed or implied, and no warranty or guarantee is included or intended in the Agreement or in any report, opinion, document or otherwise. Services not stated in the proposal shall be considered as additional services. Any additional services will be completed on the basis of CEC's standard hourly rates, plus reimbursable expenses. If Client requests CEC to provide additional engineering services on this project or a related project before a written agreement is consummated for the other services, the terms and conditions of this Letter Agreement shall apply in full.

3. Reliance on Information Provided by Others: Client agrees to indemnify and hold CEC harmless from and against any and all damages, liabilities, and costs, including costs of defenses, arising out of the use of documents and information provided by Client, excepting only those damages, liabilities, and costs for which CEC is found to be solely liable by a court or forum of competent jurisdiction.

4. Subconsultants: CEC has the right to employ or retain such independent consultants, associates and subcontractors as it may deem appropriate to assist it in the performance of the services required. The fee for all consultants contracted directly by CEC will be invoiced at 1.1 times actual cost.

5. Authority to Sign: The individual signing this Letter Agreement warrants that he has authority to sign as, or on behalf of, Client for whom or for whose benefit CEC's services are rendered. If such individual does not have such authority, he understands and agrees that he is personally responsible for this Letter Agreement to CEC in addition to any liability that Client may have.

6. Assigns: Neither Client nor CEC shall assign, sublet, or transfer interest in this agreement without the written consent of the other.

7. Third Party Beneficiaries: Nothing under this Letter Agreement shall be construed to give any rights or benefits in this Letter Agreement to anyone other than Client and CEC. All duties and responsibilities undertaken pursuant to this Letter Agreement will be for the sole and exclusive benefit of Client and CEC and not for the benefit of any other party.

8. Client Responsibility: Client shall make all provisions for the Engineer to enter upon public or private property, shall provide legal services required for the project, and shall pay all fees incidental to obtaining permits for the project. It is understood CEC is acting as a consultant for Client to provide advice and consultation on the proposed project. Client shall designate a person to act with authority on their behalf in respect to all aspects of the project, shall examine and respond promptly to CEC's submissions, and give prompt written notice to CEC whenever they observe or otherwise becomes aware of any defect in the project. Client shall be responsible for the outcome of any applications associated with the proposed project. In the event Client does not respond to a submission from CEC within five (5) calendar days, Client shall be considered to have given its approval.

9. Legal Matters: Client shall provide legal services for all phases of the project. CEC will not express legal opinions or become an advocate in the law before public agencies. In the event CEC attends public meetings or otherwise represents Client, said representation is for the strict purpose of providing technical expertise in the practice of engineering. In the event a record must be made or an agreement of the Client is necessary, CEC will not represent Client in such legal matters.

10. Duties of Public Official: CEC will not accept responsibility and will be held harmless by the Client for any item which by law is clearly assigned to a public official and which requires approval by said official, regardless of any recommendation or review completed by CEC in order for said official to perform the assigned duties.

11. Engineering Fees: Fees for engineering services shall be as so stated in the proposal/contract. Carroll Engineering Corporation reserves the right to adjust fees on the basis of annual standard hourly rate adjustments during January of each calendar year. Fee adjustments will typically be made for projects continuing for more than one year, unless otherwise stated in the proposal/contract.

12. Meeting Attendance: In order to provide a fair and reasonable cost for professional services, the fee stated in the proposal does not include attendance at meetings unless otherwise stipulated.

13. Reimbursable Expenses: Direct expenses shall be considered an additional charge, unless otherwise stated in the contract. Such expenses shall be in accordance with the current CEC Reimbursable Expenses Tabulation (see attached).

14. Retainer: A retainer is required from Client prior to starting work, unless waived by a Corporate Officer. Such retainer will represent a credit in Client's account with the consultant, against which subsequent consultant invoices will be charged. When the retainer has been used up, Client must pay all additional invoiced charges that exceed the retainer.

15. Payment: Payments shall be made to CEC on the basis of invoices for services rendered. Payment shall be due within thirty (30) days of the date on the invoice presented. If Client fails to make full payment due CEC within thirty (30) days, a charge at the rate of 1-1/2% per month will be applied to the unpaid balance. CEC reserves the right to retain all plans, documents and related project material, and to suspend or terminate services under this agreement until full payment for services and any accumulated charges is made. It shall be understood that if Client fails to make any payment within 90 days, CEC will submit an invoice via certified mail, and will suspend all services with no other notice to Client until all outstanding balances are paid. In the event an action to enforce overdue payments under the agreement is filed, Client agrees to indemnify and hold harmless CEC from and against any and all reasonable fees, expenses and costs incurred by CEC, including, but not limited to, arbitration and attorney's fees, court costs, and other claims-related expenses.

16. Termination: This agreement is subject to termination by Client or CEC, with seven days prior written notice, should the other fail to perform his obligation hereunder. In the event of any termination, CEC shall be paid for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses, if all services have been satisfactorily performed.

17. Limitation of Liability: CEC shall perform the services under this Letter Agreement with the care and skill ordinarily used by members of CEC's profession practicing under similar conditions at the same time and in the same locality. There are no other warranties, express or implied in this Letter Agreement or in any reports, opinions, drawings, specifications or other documents furnished under this Letter Agreement, or otherwise. CEC shall not be liable for the results of services performed with professional care and skill. To the fullest extent permitted by law, CEC's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Letter Agreement from any cause or causes including, but not limited to CEC negligence, errors, omissions, strict liability, intentional acts, breach of contract or breach of warranty shall not exceed $50,000 or the amount of total compensation under this Letter Agreement, whichever is greater. It is understood CEC's liability will extend to those matters that can be discovered by a knowledgeable Professional using a reasonable amount of effort. Should Client find the above terms unacceptable, CEC will obtain Professional Liability Project Insurance covering only this project and invoice Client for any additional insurance program.

18. Indemnification: To the fullest extent permitted by law, CEC shall indemnify Client, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of CEC or CEC's officers, directors, members, partners, agents, employees or subconsultants in the performance of services under this Agreement.

    To the fullest extent permitted by law, Client shall indemnify CEC, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Client or Client's officers, directors, members, partners, agents, employees or subconsultants in the performance of services under this Agreement.

19. Force Majeure: Neither party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, unusual weather conditions, unanticipated site conditions, changes in applicable law, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. Should such acts or circumstances occur, both parties shall use their best efforts to overcome any difficulties arising from such events and to resume the project as soon as reasonably possible.

20. Use of Documents: All documents, including plans, specifications, field notes, reports, computer files, etc. prepared by CEC pursuant to this Letter Agreement are instruments of service and shall remain the property of CEC whether or not the project for which they are made is executed. Upon payment for services, CEC will grant Client a limited license to use all documents for the purpose intended under the scope of services being provided. This license is not transferable without CEC approval. Documents are not intended or represented to be suitable for use without appropriate signatures and professional seal and are not intended for reuse or extension of the project or on any other project. The Engineer will invoice for reproduction cost plus direct expenses associated with preparation of these documents. It shall be understood no professional certifications, seals, or signatures will be provided with reproducible plans, computer files, and similar documents. Client hereby

agrees that copies of documents will not be made by anyone, other than CEC, without the written approval of CEC if the documents contain a signature, seal, or certification. If a limited license is granted and digital files are released, CEC does not guarantee the files will be compatible with licenses, systems, software application packages, or computer hardware.

21. Record Documents: Client may contract with CEC for preparation of record, as-constructed, or corrected documents conforming to constructed conditions. If CEC's professional services do not include full-time construction observation and recording of the contractor's work, the engineer will compile said documents conforming to the construction records of the contractor as provided to CEC if the agreement provides for such services. The documents will show the reported location of the work. The information submitted to CEC will be assumed to be reliable and CEC will not be responsible for the accuracy of this information, nor for any errors or omissions that may appear in the record documents as a result.

22. Certifications: CEC does not maintain professional liability insurance covering liability associated with many certifications requested by Clients. In the event a certification is requested, the Client must totally indemnify CEC against any and all costs, damages, and other expenses that could arise from the issuance of such certifications. As an alternative, CEC will determine an additional fee associated with the risk of certification. The fee will be due and payable prior to issuance of the certification.

23. Dispute Resolution: All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement of the total sum or value in controversy. The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy of any such claim, counterclaim, dispute or matter is more than $200,000 (exclusive of interest and costs). No arbitration arising out of, or relating to, this agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this agreement. The award rendered by the arbitrators will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Section 10 and 11 of the Federal Arbitration Act (9 U.S.C.10,11).

24. Hazardous Substances: Client represents and warrants to CEC that it has and will comply with all obligations imposed by applicable law upon the generation, storage or disposal of hazardous substances and/or waste and that it will promptly notify CEC of any notices concerning such matters. Client agrees to hold harmless, indemnify and defend CEC from and against any and all damages and liabilities and expenses arising out of or in any way connected with the presence, discharge, exposure, release, or escape of hazardous substances, or wastes of any kind, excepting only such liability as may arise out of the sole negligence of CEC in the performance of services under this Letter Agreement. It is understood and agreed by both parties that CEC, in performing professional services for Client with respect to hazardous substances, will make recommendations to Client with respect thereto, but does not have the authority nor shall be required to become an “arranger”, “operator”, “generator”, or “transporter” of hazardous substances as defined on the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

25. Cost Estimate: Since CEC has no control over the cost of labor, materials, or equipment, CEC opinions of probable project construction costs are made on the basis of experience and qualifications and represent a best judgement as a design professional familiar with the construction industry. CEC cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by CEC.

26. Performance of Others: During the course of this engagement, CEC may be required to report on the past or current performance of others engaged, or being considered, for engagement, directly or indirectly, by the Client; and to render opinions and advise in that regard. Those about whom reports and opinions are rendered may, as a consequence, initiate claims for libel or slander against CEC. To help create an atmosphere in which CEC feels free to be candid, the Client agrees to waive any claim against CEC, and to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss allegedly arising from professional opinions rendered by CEC to the Client or the Client's agents. The Client further agrees to compensate CEC for any time spent, or expenses incurred, by CEC in defense of any such claim, in accordance with CEC’s prevailing fee schedule and expense reimbursement policy.

27. Dangerous Situations: CEC accepts no right or obligation of the Client or Contractor as a direct or indirect result of the performance of professional services for responsibility of construction means, methods, techniques, or sequences. CEC accepts no responsibility for developing, implementing, monitoring, or supervising safety precautions and programs. Such items are solely the responsibility of the contractor and his subcontractors. CEC does not accept the responsibility or assume the authority to stop work, said responsibility residing with the Client and contractor.

28. Review of Contractor's Performance: It is understood and agreed that CEC's basic services under this agreement do not include full-time construction observation or review of the Contractor's performance. Client acknowledges the importance of such services and, should Client have such services performed by a party other than CEC, then Client shall assume responsibility for interpretation of the contract documents and for construction observation and shall waive any claims against CEC that may be in any way connected thereto. In addition, if CEC does

not perform construction observation, Client shall, to the fullest extent permitted by law, indemnify and hold CEC 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 modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents to reflect changed field or other conditions, or for a contractor's performance, or the failure of a contractor's work to conform to the design intent and the contract documents, except for claims arising from the sole negligence or willful misconduct of CEC. If this agreement provides for construction phase services by CEC, it is understood that the contractor, not CEC, is responsible for the construction of the project, and that CEC is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs or enforcement, or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

29. Laws, Rules, Codes, Ordinances and Regulations: CEC will use professional efforts and judgments to interpret applicable ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the project, but CEC cannot and does not warrant or guarantee that the project will comply with all interpretations of the ADA requirements and/or requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply to the project.