Docusign Envelope ID: 42AB4295-F3CA-80DC-82B8-566D0F479C58

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(Topography and Land Surveying Service)

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 12th day of November, 2026 by and between the Menlo Park City School District, ("District") and Kier & Wright Civil Engineers and Surveyors, Inc. ("Consultant"), (each a "Party", and together, the "Parties").

WHEREAS, Public Contract Code section 20111, subdivision (d), provides that professional services, requiring specialized knowledge, training, or skill, are not subject to public bidding requirements; and

WHEREAS, Government Code section 4526, authorizes the District to contract with and employ any person(s) for the furnishing of architecture, landscape architecture, environmental, engineering, land surveying, and construction project management services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the District duly determined that it needs some or all of the topography land surveying services to be provided pursuant to this Agreement at its Encinal School, located at 195 Encinal Avenue, Atherton, CA 94027; and

WHEREAS, the Consultant is trained, experienced, and competent to perform the services required by the District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide topography and land surveying services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services"), at the site pictured in **Exhibit "B,"** attached hereto and incorporated herein by this reference.

2. **Term**. Consultant shall commence providing Services under this Agreement on November 13, 2026, and will diligently perform as required and complete performance by November 12, 2027, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Agreement
X	Workers' Compensation Certification
X	Prevailing Wage Certification
X	Fingerprinting/Criminal Background Investigation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form (Information regarding Consultant)
_____	Other: _____

4. **Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Forty-Eight Thousand, Eight Hundred

Docusign Envelope ID: 42AB4295-F3CA-80DC-82B8-566D0F479C58

and 00/100 Dollars ($48,800.00). District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for work actually completed and after the District's written approval of the work, or the portion of the work for which payment is to be made.

4.2. If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.

5. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

6. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except for the following, subject to the District's prior, written consent:

6.1. Printing, plotting and delivery
6.2. Utility map fees (i.e., AT&T, Comcast, and PG&E)
6.3. Potholing or excavation of utilities
6.4. Arborist report

7. **Independent Contractor**. Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

8. **Certificates/Permits/Licenses/Registration**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

9. **Performance of Services.**

9.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for Services to California school districts.

Docusign Envelope ID: 42AB4295-F3CA-80DC-82B8-566D0F479C58

9.2. **Due Diligence**. Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

9.3. **Safety and Security**. Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

9.4. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9.5. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

9.5.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

9.5.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

10. **Deliverables.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission.

11. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Disputes.** In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other Party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial

written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

14. **Termination**.

14.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

14.2. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

14.2.1. material violation of this Agreement by the Consultant; or

14.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

14.2.3. Consultant is adjudged as bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of termination for cause, the District may secure the required Services from another consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14.3. Upon termination, Consultant shall provide the District with all documents produced, maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

15. **Indemnification.**

15.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with the other parties regarding unpaid defense costs.

15.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 15.1 above. Consultant's obligation pursuant to this Article includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 15.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

15.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant from amounts owing to Consultant.

16. **Insurance.**

16.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 2,000,000
General Aggregate	$ 4,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

16.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability

Docusign Envelope ID: 42AB4295-F3CA-80DC-82B8-566D0F479C58

Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

16.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

16.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus three (3) years thereafter.

16.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

16.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

16.2.2. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

16.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance.

16.2.4. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

16.2.5. An endorsement shall also state that there shall be a waiver of any subrogation.

16.2.6. Consultant's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

Docusign Envelope ID: 42AB4295-F3CA-80DC-82B8-566D0F479C58

16.2.7. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

16.2.8. Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Consultant's commencement of Work, including subsequent policies purchased as renewals or replacements.

16.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

16.4. If Consultant normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

17. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

17.1. **Labor Code Requirements**: Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District.

17.1.1. **Registration**: If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to the District the name and DIR registration number for Consultant and any applicable subcontractor.

17.1.2. **Certified Payroll Records**: Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by the District or the Department of Industrial Relations.

17.1.3. **Labor Compliance**: Consultant shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor

compliance monitoring and enforcement by the Department of Industrial Relations.

18. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

19. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

    19.1. All site visits shall be arranged through the District;

    19.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

    19.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

    19.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;

    19.5. Consultant and Consultant's employees shall not use student restroom facilities; and

    19.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

20. **[Reserved.]**

21. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

22. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the

course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

23. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or electronic transmission, addressed as follows:

District:	**Consultant:**
Menlo Park City School District 181 Encinal Avenue Atherton, CA 94027 Email: sfranco@mpcsd.org ATTN: Sandra Franco	Kier & Wright 3350 Scott Blvd., Bldg. 22 Santa Clara, CA 95054 Email: ramaya@kierwright.com; kjohnson@kierwright.com ATTN: Ryan Amaya & Kelly Johnson

Any notice personally given or sent by facsimile or electronic transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

24. **Assignment**. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

25. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

26. **Amendments, Changes and Modifications.** This Agreement may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

27. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

28. **Governing Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

29. **Waiver**. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

30. **Severability**. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will

Docusign Envelope ID: 42AB4295-F3CA-80DC-82B8-566D0F479C58

nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

31. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

32. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

33. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

35. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

36. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

37. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: 42AB4295-F3CA-80DC-82B8-566D0F479C58

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: 11/12/26, 2026

Menlo Park City School District

Signed By:

Kristen Gracia
Superintendent

Dated: 10/30/2026, 2026

Kier & Wright Civil Engineers and Surveyors, Inc.

Signed By: Ryan Amaya

Print Name: Ryan Amaya

Print Title: VP

Information regarding Consultant:

License No.: PLS 8134

Registration No.: Government Reg. YLRGDBD1KAU4

Address: 2850 Collier Canyon Road
Livermore, CA 94551

Telephone: 925-245-8788

Facsimile:

E-Mail: ramaya@kierwright.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: CA
____ Limited Liability Company
____ Other: _____

_____:
Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Docusign Envelope ID: 42AB4295-F3CA-80DC-82B8-566D0F479C58

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

Consultant agrees to provide the following Services according to the terms and conditions stated in this Agreement for topography land surveying services at the District's Encinal School, located at 195 Encinal Avenue, Atherton, CA 94027.

1. Services shall include:

1.1. AERIAL SITE PLAN FULL CAMPUS: $9,500
Consultant will prepare an aerial site plan of the entire campus from current high-resolution aerial imagery, showing buildings, fencing and gates, paved and landscaped areas, and other visible site features, with general topography suitable for overall site planning. The aerial site plan will be tied to the same survey control and combined with the detailed survey into one drawing.

1.2. DETAILED TOPOGRAPHIC SURVEY: $ 22,000

Consultant will perform a 3D laser scan of the full site, capture measurable point cloud data and 360-degree panoramic imagery of the campus grounds and building exteriors. The scan data will be used to prepare the detailed topographic survey and the optional Virtual Site Visit and allows additional information to be extracted later without returning to the field.

Using the 3D scan data, the Consultant will provide a detailed Topographic Survey within the areas of proposed improvements shown on the architect's markup attached, based on horizontal and vertical survey control tied to monuments and a vertical datum benchmark. Within these areas the survey will include fence lines and gates (both sides), paths of travel, ramps, stairs, curbs, hardscape, door thresholds and finish floor elevations at adjacent entries, trees, surface evident utilities, spot elevations at a 25-foot grid interval and at grade breaks, and 1-foot contours.

Invert elevations and pipe sizes will be provided for sanitary sewer and storm drain if structures are accessible at the time of the field survey. The locations for the water main, gas, electrical, telephone, and cable shall be shown per record plans as available if provided, along with field survey of the Underground Utility Locating paint marks. Consultant will provide a topographic survey map.

1.3. UNDERGROUND UTILITY LOCATING: $ 7,500

Consultant will retain a qualified underground utility locator who will attempt to locate detectable underground utilities within the subject property in the areas shown on **Exhibit "B".** The utilities will be marked in accordance with USA North guidelines and California Government Code Sections 4216-4216.9. The locator will use the tracer wires and other accepted methods of electromagnetic field induction to identify utilities including sanitary sewer, storm drain, domestic water, fire service, gas, electric, communication, and data lines, where detectable.

Docusign Envelope ID: 42AB4295-F3CA-80DC-82B8-566D0F479C58

1.4. VIRTUAL VISIT: $ 2,000

Consultant will provide access to a Virtual Site Visit, allowing the project team to remotely navigate and review the captured site in an interactive, street-view-style environment. The virtual site will include measurable 3D point cloud data and high-resolution 360-degree panoramic imagery, providing an in-depth visual review of existing site conditions.

Consultant will create and provide the necessary username and password for site access, along with a tutorial guide explaining how to navigate the site, take measurements, view panoramas, and use the available review tools. Access to the site will be hosted for one year and additional hosting can be provided at an additional cost.

1.5. TITLE REPORT & TITLE REVIEW: $ 7,800

Consultant will order a preliminary title report for the property within the scope of work. Title review consists of review of the documents associated with the title report and ensuring that the boundary and easement are plotted based on these documents.

2. **TOTAL PROPOSED SURVEYING FEES: $ 48,800**

3. **EXCLUSIONS**

3.1. Printing, plotting and delivery: billed at cost plus 10%.

3.2. Potholing or excavation of utilities.

3.3. Boundary Survey beyond the scope described in Section 1.5 above, or easements, dedications, or encumbrances not revealed by the title report obtained pursuant to Section 1.5.

3.4. Verification of the completeness, accuracy, depth, size, condition, or connectivity of underground utilities that cannot be confirmed through available records, accessible structures, or surface locating methods.

3.5. ADA accessibility evaluations, compliance certifications, and preparation of accessibility or path-of-travel reports.

3.6. DSA review, coordination, approvals, or preparation of documentation required for DSA certification.

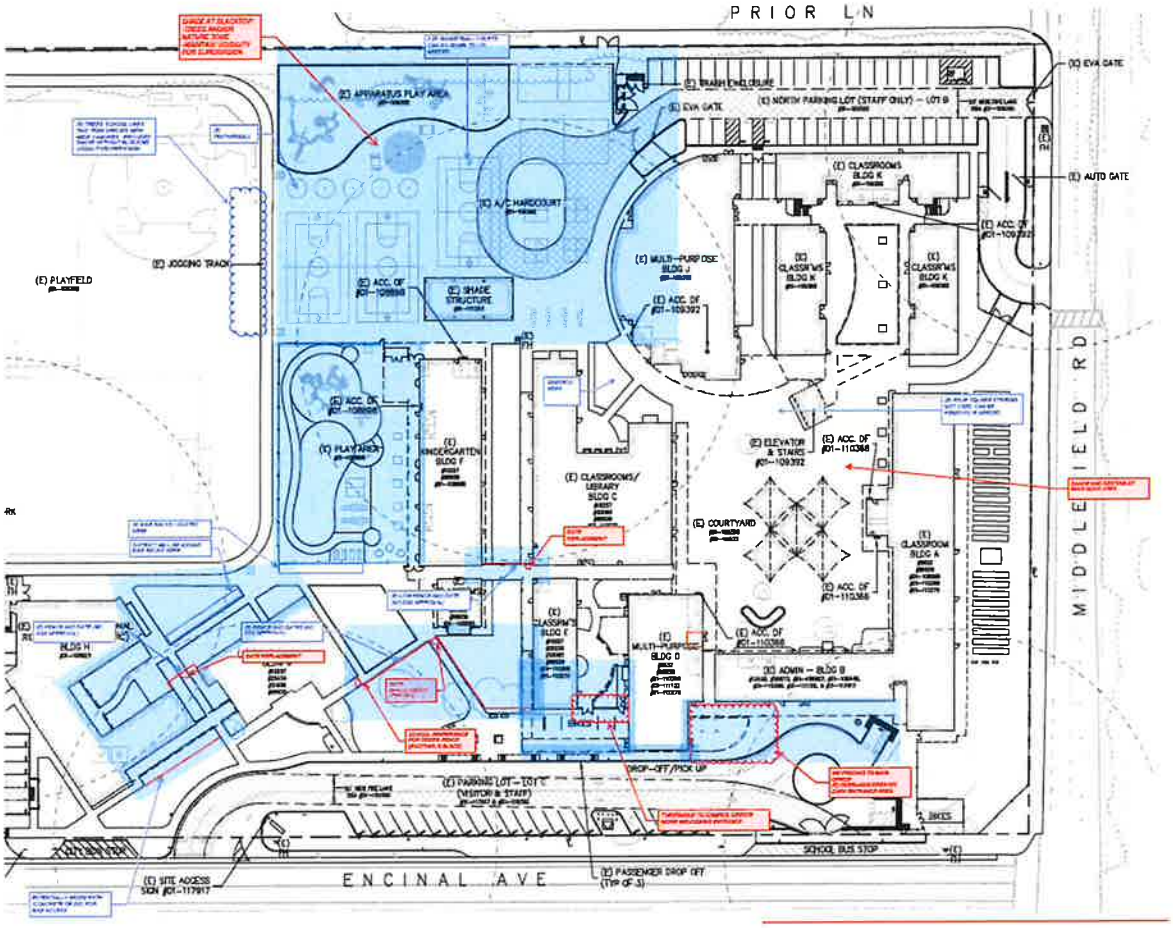
3.7. Engineering design, grading plans, drainage analysis, and preparation of construction documents.

3.8. Additional surveying or utility locating services outside the areas identified on the attached **Exhibit "B".**

Docusign Envelope ID: 42AB4295-F3CA-80DC-82B8-566D0F479C58

EXHIBIT "B"

Encinal School Site Plan



Docusign Envelope ID: 42AB4295-F3CA-80DC-82B8-566D0F479C58

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 10/30/2026

Name of Consultant: Kier & Wright Civil Engineers and Surveyors, Inc.

Signature: Ryan Amaya

Print Name and Title: Ryan Amaya, VP

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

Docusign Envelope ID: 42AB4295-F3CA-80DC-82B8-566D0F479C58

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: 10/30/2026

Proper Name of Consultant: Kier & Wright Civil Engineers and Surveyors, Inc.

Signature: Ryan Amaya

Print Name: Ryan Amaya

Title: VP

Docusign Envelope ID: 42AB4295-F3CA-80DC-82B8-566D0F479C58

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

The undersigned does hereby certify to District that I am a representative of Consultant entering into this Agreement with District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions (check all that apply):

☒ The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with District pupils or (ii) if Consultant's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Agreement.

☐ Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Consultant's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT "A."

☐ Consultant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Consultant's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Education Code Section 45122.1.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Consultant.

Docusign Envelope ID: 42AB4295-F3CA-80DC-82B8-566D0F479C58

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: N/A

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: 10/30/2026

Name of Consultant: Kier & Wright Civil Engineers and Surveyors, Inc.

Signature: Ryan Amaya

Print Name: Ryan Amaya

Title: VP