Submit a California Public Records Act Request to Carmel USD

The Carmel Unified School District (CUSD) is committed to transparency and providing easy access to public records pursuant to the California Public Records Act (CPRA). The California Public Records Act gives the public the right to access records created and maintained by public agencies in the course of their normal business.

Pursuant to Government Code Section 6252(e), a public record is defined as “any writing containing information relating to the conduct of the public’s business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.” Public records requests may be used to obtain “records,” which include a wide variety of documents and other materials (including print, photographic, and electronic formats) that were created or obtained by the organization and are, at the time the request is filed, in the organization’s possession and control.

Records subject to disclosure under the CPRA may include email or other communications from members of the public or which reference them. While the District reviews all responsive records to determine if this information should be disclosed, in many cases references to members of the public, or the content of their communications to the District are subject to disclosure. Permissible exemptions from disclosure include documents that invade an individual’s right to privacy (e.g., privacy in certain personnel, medical, or student records) or hinder the government’s need to perform its assigned functions in a reasonably efficient manner (e.g., maintaining confidentiality of investigative records, official information, records related to pending litigation, and preliminary notes or memoranda).

All requests will be posted to the District’s CPRA webpage.

Name of requestor: *
First and last name

Email of requestor: (Responses will be provided to this email address) *

https://docs.google.com/forms/d/1CWRtg8NQ474PpjFT1h5eTbR6G_S0xfoQn0qUPBi7M/edit#response=ACYD8NjJfFoU11k0ZVHuiNVT-6airc4_dCf384QPL...
Mailing address of requestor:

Your request: (To enable staff to respond to your request as efficiently as possible, please include: The date range for the records requested; the department that holds the records (if known); and the types of records, including any important keywords. Please do not include any confidential information.)

On October 11, 2022, CUSD approved an independent contract with Cleary Consultants, Inc:

- Dates of Contracted Service: 10/10/22 - 12/31/22
- Description: Geotechnical and geohazard report for storage building at CHS Stadium
- Cost $24,200
- Fund 40

This CPRA Request is for records as follows:

- Copy of the preliminary project site plan by HGHB Architect dated July 2022 and referenced in Cleary Consultants Scope of Work, 2nd paragraph in Introduction * Reviewed preliminary project site plan by HGHB Architect, dated July 2022.
- Copy of the geotechnical investigation report for the stadium lighting project submitted July 30, 2021 and referenced in point 3, 2nd paragraph of Cleary Consultant's Scope of Work
- Copy of the site-specific analysis performed, a portion of the 2019 CBC seismic design parameter performed through a third party and referenced in Clearly Consultant's Scope of Work under Arrangements
- Copy of the final Geotechnical and Geohazard Investigation and all work performed for this stated contract.

Reference Upload of Independent Contract submitted to School Board for approval

If you have attachments or images to add to the request, please do so here.

 disbursed_Clarify Consultant...
APPROVAL CUSD
INDEPENDENT CONTRACT
All contracts must be approved by the Board of Education

Please return this signed cover sheet and the contract to the Business Office for review at least fourteen (14) working days prior to the next Board meeting.

Once received in the Business Office, the contract must be agendized for approval by the Board of Education at their next regularly scheduled meeting. Following Board approval, the contract will be signed and a copy will be returned to you.

Site/Department: MOT
Date(s) of Contracted Service: 10/10/22 - 12/31/22
Contractor Name: Cleary Consultants, Inc.
Cost (not to exceed): $24,200.00

Description of Service: Geotechnical and geohazard report for storage building at CHS stadium

☐ Pupil Records Rider  ☐ New Vendor (if checked, need W9)  ☐ Other ______________________

☐ Fingerprinting/TB Questionnaire completed  ☐ Insurance Received

☐ Ratified, reason Contracts ratified within Supt approval limits to conduct routine business of the district

Funding Source: ☒ District  ☐ ASB  ☐ PTO/PTA  ☐ Other ______________________

☒ Fund 40  ☐ Fund 14  ☐ Fund 01  Budget Source 40-0000-0-0000-8500-6240-00-007-9396-0033

I have read and understand the terms of and approve the attached contract:

Dan Paul
Site/Department Administrator Signature ___________________________ Date 10/04/2022

☒ Reviewed by C.B.O. before being agendized. ☐
initials ______________________

Board Approval Date: ___________________________ ☑ Copy sent to the Site/Department 10/11/2022 Date

Certified Board Approved
CARmEL UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT:
EXTENDED TERM SERVICES

This Independent Contractor Services Agreement ("Agreement") is made and entered into effective October 10, 2022 (the "Effective Date") by and between the Carmel Unified School District ("District") and Cleary Consultants, Inc. ("Contractor").

1. **Contractor Services.** Contractor agrees to provide the following services: Geotechnical and Geological Hazard report for New Storage Building at CHS project per attached proposal dated September 28, 2022.

2. **Contractor Qualifications.** Contractor represents that it or its principals or employees assigned to provide services under this Agreement have or shall have in effect all licenses, credentials, permits and has otherwise all legal qualifications to perform this Agreement.

3. **Term.** This Agreement shall begin on October 10, 2022, and shall terminate upon completion of the scope of work, but no later than December 31, 2022. There shall be no extension of the term of this Agreement without express written consent by the District and Contractor.

4. **Termination.** The District may terminate this Agreement immediately at any time by giving written notice to the Contractor. Such written notice shall be sufficient to stop further performance of services by Contractor. In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any work performed up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. The District may then proceed with the work in any manner the District deems proper.

5. **Payment.** District agrees to pay Contractor at the rate of $24,200.00. This rate shall not be increased by the Contractor over the course of this Agreement. Total payment by District to Contractor shall not exceed $24,200.00. District agrees to pay Contractor within thirty (30) days of receipt of a detailed invoice.

6. **California Residency.** Contractor is a resident of the State of California.

7. **Indemnity.** The Consultant shall indemnify, but shall have no obligation to defend the District and its employees, Board of Trustees, and members of the Board of Trustees, from and against liability for damages arising out of or resulting from performance of this Agreement including, but not limited to, the Consultant's use of the site; the Consultant's completion of its duties under the Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, to the extent that any of the above described damages are actually caused by the negligent act, omission, negligence, or willful misconduct of the Consultant or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to
negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

8. **Comprehensive General Liability and Automobile Insurance.** Without limiting Contractor’s indemnification as set forth in Section 7 hereof, Contractor shall, before beginning any of the services or work called for by any term of this Agreement, secure and maintain in full force and effect during the term of this Agreement, the following insurance (check all that apply):

   □ Comprehensive General Liability, in an amount not less than:
   □ $500,000.00 per occurrence
   ✓ $1,000,000.00 per occurrence

   □ Valid California Insurance Policy

The District shall be named as an additional insured on Contractor’s insurance policy by endorsement. The policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. A copy of the declarations page of Contractor’s insurance policy shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** While engaged in carrying out the terms and conditions of this Agreement, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

10. **Workers’ Compensation Insurance.** Contractor agrees to provide all necessary workers’ compensation insurance for Contractor’s principals and employees, if any, at Contractor’s own cost and expense.

11. **Fingerprinting.** Contractor shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor and District agree to the following:

   A. □ Contractor and principals, employees, and subcontractors assigned to provide services under this Agreement will have only limited or no contact with District students at all times during the Term of this Agreement.

   B. □ The following Contractor principals, employees, and subcontractors assigned to provide services under this Agreement will have more than limited contact with District students during the Term of this Agreement:

If Box B. above is checked fingerprints must be submitted to the Human Resources Officer or designee. (Education Code § 45125.1.)
Date Fingerprints cleared:

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting background check requirements have been satisfied and District determines whether any such contact is permissible.

12. **Taxes.** Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor agrees to defend, indemnify and hold District harmless from all State and Federal tax consequences and any related consequences stemming from or related to this Agreement. Contractor is independently responsible for the payment of all applicable taxes.

13. **Assignment.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

14. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Monterey County, subject to any motion for transfer of venue.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the Contractor, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.
19. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.

20. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

21. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

22. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

23. Board Approval/Ratification. The effectiveness of this Agreement is contingent upon approval or ratification by the District’s Governing Board.

Carmel Unified School District

By: E. Ted Knight
Name: Ted Knight
Title: Superintendent
Date: 10/10/2022

By: Yvonne Perez
Name: Yvonne Perez
Title: Chief Business Officer

Contractor

By: 
Name: Christophe Ciechanowski
Title: Principal
Date: 10/13/2022
Carmel Unified School District
Attn: Mr. Dan Paul, Facilities and Transportation Manager
4380 Carmel Valley Road
Carmel, CA 93923

RE: PROPOSAL FOR GEOTECHNICAL AND GEOLOGIC HAZARD INVESTIGATION
NEW FIELD STORAGE BUILDING
CARMEL HIGH SCHOOL
3600 OCEAN AVENUE
CARMEL, CALIFORNIA

Dear Mr. Paul:

Introduction

As requested, we are submitting this proposal to perform a geotechnical and geohazard investigation for the planned New Field Storage Building project at the Carmel High School campus in Carmel, California. The purpose of the investigation will be to explore the soil conditions in the general location of the planned new building and to develop recommendations for the geotechnical engineering aspects of the project design.

As a basis for this proposal, we have briefly reviewed the preliminary project site plan by HGHB Architecture, dated July 2022. We understand that the project will include the installation of a new field storage building along the north side of the football stadium, east of the existing home bleachers. The rectangular one-story building will be constructed within an existing slope, with the back wall of the building retaining the soil supporting the driveway to the north. The roof of the building will serve as a viewing platform for the stadium. Structural loads are expected to be typical for this type of construction. Associated improvements will also include exterior concrete sidewalks and underground utilities.

Scope of Services

A. Geotechnical Investigation

We propose that our geotechnical investigation consist of the following:

1. Review of available geotechnical information for the area.
2. A site reconnaissance by our engineer who will mark the location of the boring for Underground Service Alert.

3. Performance of a field subsurface exploration program under the direction of our engineer who will supervise, log and sample one (1) exploratory boring to depths of 10 to 45 feet, or practical refusal, near the southeast corner of the planned new building. Soil sampling and Standard Penetration Resistance testing will be performed continuously in the upper six feet of the borings (four drives) and at five-foot intervals or changes in material type, thereafter. The soil samples will be transported to our laboratory for further examination and laboratory testing. The water level in the borings (if encountered) will be measured prior to backfilling the holes at the completion of drilling.

Our geotechnical investigation report for the Stadium Lighting Project was submitted July 30, 2021. Findings from that investigation, including Boring 3 performed near the northwest corner of the planned new building, will be used in this investigation.

The borings performed in existing pavement or flatwork areas will be backfilled with cement grout and/or patched with cold patch asphalt or dry mix concrete. Soil tailings generated during the drilling process will be left on-site.

4. Laboratory testing of samples obtained from the borings. These tests will include moisture content, dry density, shear strength, percent finer than #200 and #4 sieves, corrosion, R-value, and plasticity index determinations, as appropriate.

5. Engineering analysis of the field and laboratory data.

6. Preparation of a geotechnical investigation report for the design and construction of the project. The report will include findings and recommendations for the following:
   a. Local geology and seismic setting.
   b. 2019 CBC seismic design criteria.
   c. Site preparation, fill placement and grading (as needed).
   d. New building foundation and integrated retaining wall allowable bearing pressures, and minimum foundation depths and widths.

CLEARY CONSULTANTS, INC.
Carmel Unified School District  
Attn: Mr. Dan Paul, Facilities and Transportation Manager  
September 28, 2022  
Page 3

e. Estimated foundation settlements.  
f. Subgrade preparation and aggregate baserock sections for new interior concrete slabs-on-grade.  
g. Lateral earth pressures for building integrated building/retaining wall design.  
h. Subgrade preparation and aggregate baserock sections for new exterior pedestrian concrete slabs-on-grade.  
i. Treatment of expansive soils (as required).  
j. Backfill and compaction of utility trenches.  
k. Surface and subsurface drainage.  
l. Any other unusual design or construction conditions encountered in the investigations.

The areas where the boring will be required are locations where underground utilities may be present. Consequently, we will need the help of the District staff in locating and avoiding the utilities.

B. **Geologic and Seismic Hazards Assessments**

Based on the requested scope of services and our experience from other similar projects, we propose that the Geologic and Seismic Hazards Assessment portion of our report for the project consist of the following:

1. Discussion of geologic and seismic conditions containing data on an assessment of the nature of the site and potential earthquake damage including:
   
   a. Regional geology and seismic conditions and historical information on the seismicity of the local and regional area.  
   
   b. Location of known active and potentially active faults near the site, as well as nearby inactive faults.
2. Maximum considered earthquake ground motion for the site in accordance with the California Building Code, latest edition, requirements.

3. Potential for ground rupture related to faulting, liquefaction, lateral spread, seismic settlement, and differential compaction, land sliding, flooding, and dam failure inundation with recommended mitigation measures, where appropriate.

**Arrangements**

Our services will be provided in accordance with the Schedule of Fees and Conditions presented on the reverse side of the last page of this proposal. We estimate that our fee for the geotechnical and geohazard investigation as described in this proposal will be $13,800. As discussed with you, as software acceptable to CGS is not yet available, if it is necessary that a site-specific analysis be performed, a portion of the 2019 CBC seismic design parameter analysis be performed through a third party. The estimated cost of this work is $9,800. We estimate that a private underground utility service to clear the boring locations will be $1,000.

As requested, an environmental soil screening of the site soils has not been included in our scope of work for this project but can be performed for an additional fee.

The above budget estimates are based on the understanding that arrangements will be made, including removal of fencing, etc., to provide access to a full-sized truck-mounted drill rig to the boring locations.

Reasonable precautions shall be taken to minimize damage to the school property (both surface and subsurface), however, it should be understood that in the normal course of the work, some damage, i.e. rutting, may occur, the correction of which is outside the scope of this agreement.

As requested, the field work will be performed one to three weeks after our authorization to proceed, and our report will be submitted three to five weeks thereafter. Our findings and recommendations will be discussed with you and your design team prior to submitting the report.

Our services will be performed, findings obtained, and recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

**CLEARY CONSULTANTS, INC.**
Carmel Unified School District  
Attn: Mr. Dan Paul, Facilities and Transportation Manager  
September 28, 2022  
Page 5

As our authorization to proceed with the investigation please sign and return one copy of this agreement. If you have any questions regarding this proposal, please do not hesitate to call.

Yours very truly,  
CLEARY CONSULTANTS, INC.

[Signature]

Chris Ciechanowski  
President

CC: cc

Copies:  Addressee (email)  
        HGHB Architects (email) Attn: Kenneth Scates

Please mark authorized services with a check.

☐ Geotechnical and Geohazard Investigation $13,800
☐ Utility locator service for six to eight exploratory boring locations $1,000
☐ Seismic design parameter analysis through third party $9,800 (optional/if necessary)
☐ All Services Total $24,600

AUTHORIZATION

Approved By ___________________________ Date 10/10/2022

CLEARY CONSULTANTS, INC.
CLEARY CONSULTANTS, INC.

SCHEDULE OF FEES AND CONDITIONS

PERSONNEL CHARGES

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Assistant</td>
<td>60.00/hr</td>
</tr>
<tr>
<td>Drafting/ Laboratory</td>
<td>70.00/hr</td>
</tr>
<tr>
<td>Senior Engineering Technician</td>
<td>120.00/hr</td>
</tr>
<tr>
<td>Prevailing Wage Engineering Technician</td>
<td>135.00/hr</td>
</tr>
<tr>
<td>Staff Engineer/ Staff Engineering Geologist</td>
<td>150.00/hr</td>
</tr>
<tr>
<td>Project Engineer/ Project Engineering Geologist</td>
<td>180.00/hr</td>
</tr>
<tr>
<td>Associate Engineer/ Associate Engineering Geologist</td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td>$220.90/hr*</td>
</tr>
</tbody>
</table>

*Expert witness fees for appearance at court and depositions are $1800/day, and $900 half day. These is a minimum of one-half day for all court and deposition appearances.

EQUIPMENT LABORATORY CHARGES

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automobile</td>
<td>9.55/hr</td>
</tr>
<tr>
<td>Mobile Laboratory</td>
<td>10.00/hr</td>
</tr>
<tr>
<td>Nuclear Moisture Density Gauge</td>
<td>1.00/hr</td>
</tr>
<tr>
<td>Laboratory Occupation Curve, ASTM D1557</td>
<td>3.50/hr</td>
</tr>
<tr>
<td>DIR Certified Payroll Reporting</td>
<td>100.00/report</td>
</tr>
</tbody>
</table>

MISCELLANEOUS CHARGES

Clerical services, printing and reproduction, special and consultant fees, permits, insurance, equipment and vessel rental, travel and subsistence expenses and other similar related costs are billed at cost plus 15 percent. Copies of previously issued reports will be billed at $50.00 for the first copy and $25.00 for each additional copy, or at cost of reproduction for larger reports.

STANDARD OF CARE

Clearay Consultants, Inc. (CCI) under this Agreement will strive to conduct services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other warranty, expressed or implied, is made.

The Client recognizes that subsurface conditions may vary significantly from those encountered at the locations where the borings, surveys, or explorations are made and that our data, interpretation and recommendations are based solely on the information available to us. We will be responsible for those data, interpretations, and recommendations but shall not be responsible for the interpretation by others of the information developed.

RIGHT OF ENTRY

The Client shall provide for CCI's right of entry and all our necessary equipment, in order to complete the work. While CCI shall take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

GENERAL LIABILITY INSURANCE

CCI represents and warrants that it is protected by worker's compensation insurance and that we have such coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such coverage, we agree to indemnify and save Client harmless from and against any loss, damage, or liability arising from any negligent acts by CCI and its staff. We shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. We shall not be responsible for any loss, damage, or liability arising from any negligent acts or willful misconduct of Client, its agents, staff, and other consultants employed by it. Certificates of our general liability insurance shall be provided upon request.

UTILITIES

In the prosecution of our work, CCI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to waive any claim against CCI and to defend, indemnify and hold CCI harmless from any claim or liability for injury or loss allegedly arising from CCI's damaging underground utilities or other man-made objects that were not called to CCI's attention or which were not properly located on plans furnished to CCI.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, and not withstanding any other provision of this agreement, the total liability, in the aggregate, of CCI and its officers, directors, partners, employees, agents and subcontractors, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising from, resulting from or in any way related to this project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, at CCI or its officers, directors, employees, agents or subcontractors, or any of them, shall not exceed the total compensation received by CCI under this Agreement, or the total amount of $25,000.00, whichever is greater.

DISPUTES

The parties to this Agreement covenant and agree that all claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be submitted to non-binding mediation prior to initiation of any lawsuit or other litigation, unless the parties mutually agree otherwise. The cost of said mediation shall be split equally between the parties.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. CCI and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition requiring a renegotiation of the scope of the work or termination of services.

OWNERSHIP OF DOCUMENTS

All reports, drawings, logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CCI as instruments of service, shall remain our property. Client agrees that all reports and other work furnished to the client or his agents, which is not paid for, will be returned upon demand and will not be used by the Client for any purpose whatever.

THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or CCI. CCI's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against CCI because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

INVOICES

Invoices for our services will be submitted, at our option, on a monthly basis or when the work is completed. Invoices will be due immediately, but will not be delinquent within 10 days from which the invoice is issued. If payment is not made, a service charge will be due on the amount of the invoices at the maximum rate permissible by law from the date of the invoice until the same is paid. In the event legal action is required to enforce the payment terms of this Agreement, CCI shall be entitled to collect from the client any judgement or settlement sums due plus reasonable attorney's fees, court costs and other expenses incurred by CCI for such collection action.

SAMPLES

All samples of soil and rock will be disposed of from the laboratory 30 days after issuance of the report unless the Client advises otherwise. Upon request, we will deliver the samples to the Client, charges collect, or will store them for an agreed storage charge.