

Agreement for Professional Land Survey Services

This agreement entered into at Placerville, CA. 95667 on 01/02/20 by and between:

CONSULTANT: Alan Divers, PLS 994 Thompson Way Placerville, CA. 95667 Voice (530) 642-1755; FAX (530) 503-9800 Email: alan@adivers.com	CLIENT:
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Consultant and Client agree as follows:

1.) Specific Project Location: APN:

2.) Scope of services and deliverables (see note 4):

The above scope constitutes all services provided by consultant; any service not specifically described in the above scope is classified extra work. Any additional work is at Consultant's discretion. All deliverables are to Consultants standards.

3.) **Consultant's fees & terms of payment (see item 6 on additional costs):** Surveyor's fee is \$X,000.00 and is due and payable at completion but prior to delivery of the AutoCAD file

All invoices are due and payable upon receipt. Late Charges: Client agrees to pay a monthly late fee of one and one-half percent (1½ %) per month on any unpaid balance for every 30 days past the invoice date. Consultant may hire an attorney or agency to collect any monies past due and Client agrees to pay all costs related to such collection. Should the above scope exceed 1 year, from the date of this contract, any remaining fees may increase up to 5 % per year.

4.) **Documents:** Consultant requires a Title Report and will acquire only the latest recorded Client deed and map as posted in the Assessor's office. All other historical records, such as: old maps, aerials, easement or grant deeds required, including adjoining properties, shall be provided by Client through their title company or other responsible sources at Client's expense.

5.) **Authority and Access:** Client warrants he/she/they is/are authorized to enter into this agreement on behalf of all the owners of the project property and authorizes Consultant to enter upon said property. Client is responsible for notifying all adjoining property owners of the survey and that Consultant may need to enter upon their properties to collect data, although surveyor's have the "Right to Enter" law to enter upon adjoining properties, it is Client's responsibility to notify and secure said right upon any objection made by any adjoining. **Consultant does not remove stakes, nails or flagging used during survey from site when survey is complete.** Client shall indemnify and hold Consultant harmless from any liability to any owner(s) or adjoining owner(s) for damages or cleanup that may be incidental to the services rendered hereunder, including, but not limited to: the cutting of vegetation; marking survey points; digging; tire ruts using vehicles for survey search; any unintentional fires; and, all other such incidental matters. Client is responsible for visible access to all points on the property for boundary or topographical location work including any equipment, stockpile or brush clearing over entire work area.

6.) **Additional Costs:** Additional Costs are any non-consultant generated charges, or fees **not** included in Items 2 or 3 of this agreement and Client shall pay such fees or costs, including but not limited to, checking, processing, application, engineering, testing, aerial mapping, zoning, planning, inspection, permits, bonds, title company charges and copies.

7.) **Suspension or Termination of agreement:** This agreement is non-transferable. The Client may terminate this contract, in writing, without cause. Client agrees Consultant shall have the right, upon written notice, to suspend, renegotiate or terminate this agreement, if Client: (1) fails to pay Consultant within (30) days after an invoice is submitted to Client under this agreement; (2) fails to respond within (30) days to a written request by Consultant for information or authorization; (3) has inherent knowledge, or information provided by a previous surveyor about a disputed boundary and fails to disclose such information prior to executing this contract. If either Client or Consultant terminates this agreement, prior to the completion, Client agrees to pay all fees and charges to the date of early termination, including any work required, by law, to be completed. Consultant agrees to refund any unused portion of retainer. **Consultant retains right to terminate this agreement, for any reason, up to 5 days after commencing fieldwork at no cost to the Client.**

8.) **Additional Services:** Client agrees to pay for all services and related costs, when not specified as a part of this agreement, at the Consultant's hourly rates, when Client or their agent authorizes the additional services and costs in writing, including email. **In the event any of Consultant's fieldwork is destroyed by an act of nature or parties other than Consultant, the Client as additional work shall pay the cost of reestablishing said work.** Client will bear the cost of copies or product reproduction or alteration (not included in original scope) which Client requests. **Expert Testimony:** All expert testimony or

deposition (and all related time and costs), if required, is extra work and charged as time and material. The Consultant retains the right to refuse to perform any additional service beyond the original scope, unless mandated by law.

9.) Liability Limit: Client agrees that Consultant's total liability for Consultant's errors, omissions or professional negligence to Client and/or owner(s) of the specific property above described, and to Client's agents, employees, contractors, successors, and assigns, shall be limited to a maximum aggregate amount of **\$25,000**, including but not limited to all attorney's fees, costs of suit, expert witness fees, general and special damages, and expenses of any nature. Client shall indemnify and hold Consultant harmless from all costs, damages, attorney's fees, costs of defense and expenses of any nature arising from claims made by anyone, including third parties, against Consultant for or related to Consultant's alleged professional negligence arising from the services rendered hereunder, if the alleged liability of Consultant exceeds the liability limit herein. Consultant **does not** provide an expressed or implied warranty or guarantee on any service or opinion under this agreement, no work product is transferrable.

10.) Attorneys fees: If any action at law or equity, including but not limited to arbitration or an action for declaratory relief, is brought to enforce or to interpret the provisions of this agreement, the prevailing party shall be entitled to receive reasonable attorney's fees as determined by the court or arbitrator, subject to paragraph 9.

11.) Advisory by Consultant and performance by others: Consultant shall **only** provide surveying services or express survey related opinions to Client. Consultant takes no responsibility or liability for the negotiation, processing or coordination with any government regulatory agency. Client shall research all applicable laws and ordinances and be responsible to represent him or her self at all meetings. Consultant gives no assurance, and assumes no liability, for any government approval of any application, project, or similar matter, or the terms and conditions of any approval. Client acknowledges Consultant is not responsible for the performance or work quality of any sub-consultants required or reasonably necessary to perform this agreement, such as, Aerial Mapping or other services not performed by Consultant.

12.) Use of work services: Client acknowledges that all original papers of Consultant shall remain the property of the Consultant. **Only the final (including revisions), signed and sealed paper documents, as provided or filed by Consultant, may be relied upon by the Client as Consultant's service deliverable.** Client agrees not to alter or reproduce any paper or electronic deliverable. Consultant, at their discretion, may provide electronic copies of data used to prepare documents under this agreement. All such data is only available in Consultant's format, and Client, by using such data, shall release the Consultant of all liability for such usage. Field staking is not complete, and may not be relied upon, until Consultant notifies Client in writing that staking is complete and final – notification may be provided as an invoice.

13.) Time and Schedule: Consultant has sole and absolute control over all work schedule and service delivery dates.

14.) OFFICE RATES - NON-PREVAILING WAGE RATES.

HOURLY RATE

SURVEY ASSISTANT - (SA) – ADMIN-CLERICAL OR FIELD NON-TECHNICAL.	\$ 80.0
CAD TECH - (CT) - (OFFICE) – CAD DRAFTING WITH MINOR CALC'S & RESEARCH.	\$100.0
SURVEY / TECH - (ST) - (OFFICE) – OFFICE CALC'S, RESEARCH & DOC. PREP.	\$130.0
PROFESSIONAL LAND SURVEYOR - (PLS) – PROFESSIONAL CONSULTING OR PROJ. MANAGEMENT.	\$160.0
PROFESSIONAL LAND SURVEYOR - (PLS) – EXPERT WITNESS OR DEPOSITION.	\$200.0

FIELD RATES - NON-PREVAILING WAGE RATES.

HOURLY RATE

SURVEY TECH - (ST) - (FIELD 1-MAN) – GPS, NETWORK GPS - DATA COLLECTION.	\$160.0 *
2-MAN FIELD CREW - (ST & SA) – BOUNDARY AND TOPOGRAPHIC SURVEYS OR STAKING.	\$240.0 *

All rates with * may be subject to an \$80 per day charge, if the CSDS GPS network is utilized.

By executing this agreement, Client understands, Consultant only works under the terms herein; and Client acknowledges any attachments and authorizes Consultant to commence work. The California Board for Professional Engineers and Land Surveyors licenses Alan R. Divers as a Professional Land Surveyor with Certificate L- 6013. **CONTRACT VOIDS IF UNSIGNED 30 DAYS FROM SIGNATURE DATE.**

Consultant: Alan Divers

Date

Client:

Date