



HUNSAKER
& ASSOCIATES
S A N D I E G O , I N C .

PLANNING
ENGINEERING
SURVEYING

March 30, 2018

IRVINE
SAN DIEGO
RIVERSIDE
PALM DESERT
LOS ANGELES

Scot Sandstrom
New Pointe Development
16880 West Bernardo Drive
Suite 230
San Diego, CA 92127

RE: Breanna Estates II , City of Oceanside
Precise Grading and Field Staking Proposal

Dear Scot:

Hunsaker & Associates San Diego, Inc. is pleased to offer the following fee estimate for furnishing the civil engineering required for the development of 6 single family lots in Breanna Estates II in the City of Oceanside.

This fee estimate is based upon the final map in process being recorded by Rancho Coastal.

We propose to provide the engineering as detailed in Exhibit "A" and "B" for a total fee of \$96,300. Invoicing would be monthly based on the percentage of work completed for each item shown in Exhibit "A" and "B". We would expect to receive payment within thirty (30) days after your receipt of our invoice. This proposal is based on the Billing Rate Table included herein. These rates will remain in effect until August 31, 2018.

Should this proposal meet with your approval, please sign the standard form of agreement and return it to our office.

Should you have any questions, please do not hesitate to call.

Very truly yours,

Hunsaker & Associates
San Diego, Inc.

David A. Hammar, RCE
President

DAVE HAMMAR
ALISA VIALPANDO
RAY MARTIN
CHUCK CATER
DOUG STROUP

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**EXHIBIT "A"
SCOPE OF WORK**

**BREANNA ESTATES II
CITY OF OCEANSIDE
6 LOTS
ENGINEERING**

H&A Line No.	Description	Amount
6540	1. Drainage Study – Revise the Drainage Study in conjunction with Willowbrook to accommodate the runoff from the Willowbrook lots.	\$ 2,800
6540	2. SWQMP – Revise the Storm Water Quality Management Plan in conjunction with the revised Willowbrook Storm Water Quality Management Plan to eliminate the mechanical devices and utilize the proposed Willowbrook basin.	\$ 4,200
3180	3. Grading Plans – Prepare an additional construction change to eliminate the water quality and hydromodification devices and details and reroute storm drain to the Willowbrook basin.	\$ 4,200
3190	4. Improvement Plans – Prepare a construction change to remove the water quality and hydromodification references on the improvement plans and upsize the storm drain to accommodate Willowbrook lots. Add sewer laterals and water meters.	\$ 4,200
5170	5. Lot Line Adjustment – Prepare a Lot Line Adjustment between Lot 6 of Breanna and Lot 6 of Willowbrook to create a conforming lot in Willowbrook.	\$ 4,200
3305	6. Preliminary Plotting – Provide a preliminary plotting study based on architecture and mix provided by client. Plotting to include one re-plotting based on client review. Preliminary plotting to be approved by client prior to precise grading plan design.	\$ 840



H&A Line No.	Description	Amount
3310	7. Precise Grading Plans – Prepare and process 20-scale precise grading plans in two phases for the 6 lots showing lot lines, minimum building setbacks, easements, slopes, curb elevations at property line, sewer, water, and dry utility laterals, street lights, fire hydrants, utility manholes, perimeter fencing and other pertinent information from the Grading and Improvement Plans. Plans shall be prepared in accordance with City of Oceanside requirements. Provide plotting of buildings indicating plan and elevation, retaining walls with heights, driveways, driveway percentages and dimensions to property line for each lot. Buildings shall be plotted based on architectural building plans provided by client and a meeting with the architect and the client to discuss the plotting of the units, setbacks, extra depth footings, driveway and sidewalk location, and retaining walls.	\$ 3,360
3180	8. Grading Plan – Prepare a construction change to the grading plan to eliminate the northerly retaining walls and delete the shoring detail sheet.	\$ 2,800
3550	9. Fence Plans – Prepare a wall and fencing exhibit showing wall and fence location and materials.	\$ 700
6630	10. SWPPP – Prepare and process one (1) SWPPP necessary to meet the Storm Water Pollution Prevention Program as required by the City of Oceanside and the State Permit. Consultant will update a Storm Water Pollution Prevention Plan (SWPPP) Report as required by the California Regional Water Quality Control Board, EPA, and the State Permit.	\$ 4,500
8700	11. Project Coordination – Provide project coordination and attend project team meetings with client, consultant and agency staff. (Budget estimate, assume 16 hours).	\$ 2,400
TOTAL EXHIBIT "A"		<u>\$ 34,200</u>



EXHIBIT "B"
SCOPE OF WORK

BREANNA ESTATES II
OCEANSIDE
6 LOTS
FIELD STAKING

H&A Line No. 9210	Description	Amount
1.	Rough and Finish Grading – Provide one (1) set of stakes for site grading including: <ul style="list-style-type: none">a. Establish and maintain a horizontal and vertical control network.b. Provide stakes establishing the limits of the site for clearing and grubbing.c. Provide stakes for the cut/fill daylight lines noting crossings at lot lines, street right-of-ways and other points of interest.d. Provide rough grade stakes for the rough establishment of the interior streets and pads. Staking will consist of points set along street centerline at the production of pad lot lines. Stakes will be marked with grades to finish street and finish pad grades.e. Provide rough grade stakes for the establishment of the building pads consisting of convenient offsets to perimeter and side yard boundary lines controlling pad limits.f. Provide one (1) set of rough grade stakes for the establishment of the building pads. Staking will consist of offset stakes set along the pad split lines at the front and back of each building pad marked with grades to finish pad. The front offset stake will also be marked with finish curb grades where streets or private drives abut the building pads.g. Provide finish grade stakes for the interior streets consisting of offset stakes to the proposed face of curb set on maximum 50 foot intervals with grades marked to top of curb. This line assumes points will be set during the grading process.h. Provide finish grade blue tops for each building pad elevation level or 2 vertical bench marks accessible to each pad, set at convenient stations approved by the grading contractor. This line assumes points will be set during the grading process.	\$ 9,000



H&A. Line No.	Description	Amount
9210	2. Rough Grade Certification – Perform a field survey of the job site after grading has been completed for the entire site. A plot will be provided from the certification survey showing the “as-built” location of the pads, street cut sections and other points of interest. This plot will note any corrections needed from the grading contractor, once all corrections are satisfactorily made, a final plot showing the completed product will be presented to the project superintendent for his approval. This item will also provide for the required certification documents to the local agencies.	\$ 3,000
9670	3. Storm Drain Water Quality – Provide one (1) set of stakes for the construction of the revised storm drain water quality system within Private Street “A” as well as Willowbrook Drive. This line assumes one site visit for all storm drain.	\$ 2,200
9640	4. Sewer Stakes – Provide one (1) set of stakes for the construction of sewer mainline, including service stubs for each of the 6 buildings. Staking will also be provided for the sewer line tie-in, approximately 500 L.F. This line assumes one total site visit for all sewer.	\$ 2,200
9770	5. Water Stakes - Provide one (1) set of stakes for the construction of the domestic waterline – Staking will include reference to curb to control the placement of water meters, blow-offs, fire hydrants and air release valves. Approximately 500 L.F. of total mainline as well as six (6) building water services. This line assumes one total site visit for all water.	\$ 2,200
9745	6. Dry Utility Stakes – Provide one (1) set of stakes to control the placement of the joint trench by setting convenient offset points at front property corners marked with grades to top of curb. The staking will also include control for the placement of major transformer vaults and streetlights, and any significant utility as shown and stationed on the approved utility plans.	\$ 2,400
9230	7. Curb Stakes – Provide one (1) set of stakes for the construction of curbs and curb returns within Private Street “A” as well as Willowbrook Drive curb and paving limits. Approximately 1,000 L.F. This line assumes one total staking phase and one site visit for all curb.	\$ 3,500



H&A Line No.	Description	Amount
9210	8. Street Sub-Grade Cert – As required by the City of Oceanside perform a field survey to certify horizontally and vertically the subgrade prior to the placement of base material is at the proper depth and width. This item will also provide for the required certification documents to the local agencies. This line assumes one (1) site visit to complete all certifications.	\$ 2,000
9210	9. Street Base-Grade Cert – As required by the City of Oceanside perform a field survey to certify the horizontal and vertical placement of the finished base materials prior to the placement of final paving. This item will also provide for the required certification documents to the local agencies. This line assumes a total of one (1) site visit to complete all certifications.	\$ 2,000
9100	10. Building Stakes - Provide one (1) set of stakes for the building construction of each lot. Staking will consist of convenient offset points to two of the building envelope corners. The offset point will be set along the production of the building line and marked with grades to the building finish floor. This line assumes a maximum of two (2) total building phases.	\$ 2,500
9190	11. Building Form Cert – Perform field surveys to certify the building foundation forms for horizontal and vertical location prior to the pour of concrete, and provide a certification letter to the governing authority. This line assumes a maximum of two (2) total building phases.	\$ 2,500
9670	12. Fencing Stakes – Provide one (1) set of stakes for the construction of side yard fencing and lot landscaping limits. Stakes will consist of two (2) side yard lot line points per side yard, one-point set at the back top or toe of pad, another point set as a scribed line on the top of curb along the production of the side yard lot line. In the cases where requested due to tops and toes at rear of pad a third point will be set on line at the grade break points. This line assumes a maximum of two (2) total building phases.	\$ 2,500
9760	13. Perimeter Wall Stakes – Provide one (1) set of stakes for the construction of perimeter walls. Stakes will be set at a convenient offset to the project boundary limits at approximate 50-foot intervals, noting all angle points, lot corners and direction changes. This item does not include pilaster locations, entry walls or theme gates that were not designed by Hunsaker and Associates.	\$ 2,500



H&A Line No.	Description	Amount
9180	14. Finish Grade Cert – Perform a field survey to certify that building pad finish grade meets the requirements of the approved precise grading plan. This line assumes one full phase will be released for the certification survey per request.	\$ 1,800
9340	15. Final Monumentation – Upon completion of the site grading and certification, final monumentation will be set per The City of Oceanside's requirements, this does not include the construction of standard street monuments.	\$ 4,000
9340	16. M-10 Monuments Ties (Field) – Upon installation and completion of the M-10 monuments (To be set by others) survey ties will be set as required by the City of Oceanside prior to release of bond. (Approximately three (3) M-10 monuments to be tied).	\$ 2,200
9340	17. M-10 Tie Sheets – Prepare tie sheets for centerline monument locations as required by the City of Oceanside. (Approximately three (3) M-10 monuments.)	\$ 1,500
5090	18. Certificate of Correction – Preparation and processing of Certificate of Correction documents for the final map to document changes in survey monument character that arise from field specific issues such as fences, pilasters, concrete etc., as required by the County of San Diego prior to bond release.	\$ 2,000
9985	19. Extra Staking – Re-staking due to lost or destroyed stakes and field staking items beyond the original scope of work. (This item is for budget estimate only and to be billed on a time and material basis, authorized by the project superintendent)	\$ 5,000
8700	20. Construction Support – Provide professional engineering support for construction activities. (Budget, assume 10 hours)	\$ 1,500
3020	21. As-Built Grading Plans – Prepare As-Built Grading Plans per City of Oceanside requirements. (Budget, assume 20 hours)	\$ 2,800
3010	22. As-Built Improvement Plans – Prepare As-Built Improvement Plans per City of Oceanside requirements. (Budget, assume 20 hours)	\$ 2,800
	TOTAL EXHIBIT "B"	\$ <u>62,100</u>
	TOTAL EXHIBIT "A" AND "B"	\$ <u>96,300</u>



Hourly Rate Schedule

HUNSAKER & ASSOCIATES SAN DIEGO, INC.

2017-2018

Principal.....	\$ 182/Hour
Project Manager	\$ 158/Hour
Office Staff.....	\$ 140/Hour
Field Survey One-Person Crew.....	\$ 188/Hour
Field Survey Two-Person Crew.....	\$ 240/Hour
Field Survey Three-Person Crew.....	\$ 294/Hour
Expert Witness	\$ 360/Hour

The above rates are for all professional staff. We do not bill for secretarial or other office support personnel. We also do not bill for computer time and minor copying.

It should be noted that our fee does not include the cost of reproductions, computer plotting or deliveries. Outside services will be invoiced directly to you through your suppliers or at cost plus 15% when invoiced through Hunsaker & Associates San Diego, Inc.

Invoicing will be on a monthly basis and payable within 30 days after receipt of our invoice. Should payment not be received within thirty (30) days, a one and one-half percent (1½%) per month late fee will be charged on any unpaid balance. Our standard hourly rate is subject to an increase on August 31, 2018.

All travel lodging, meals, onsite transportation, auto or truck rental and fuel costs are reimbursable to H&A at cost plus 15% in addition to the stated fees.



New Pointe Development
Breanna Estates II (W.O. 9999-1840)
March 30, 2018
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INSURANCE COVERAGES

The following is a summary of the insurance coverages that Hunsaker & Associates San Diego, Inc. provides and are included in our offer of this proposal:

General Liability	\$2,000,000
Personal Liability	\$1,000,000
Auto Liability	\$1,000,000
Professional Liability	\$1,000,000
Valuable Papers	\$1,500,000

Upon request we will provide a certificate of insurance for the insurance coverages listed above. If you require additional coverage, the costs that we incur from our insurance carriers will be invoiced to you at their direct costs and are not included in our fee quoted within this proposal.



PLEASE PROVIDE US WITH THE FOLLOWING PRELIMINARY INFORMATION
RELATED TO THIS PROJECT/CONTRACT:

CONTRACTOR:

Name

Address

City, State, Zip

LENDER:

Name

Address

City, State, Zip

OWNER:

Name

Address

City, State, Zip

COMPLETED BY: _____

DATE



GENERAL UNDERSTANDINGS AND ASSUMPTIONS

GENERAL

1. The fee estimate is based upon approved plans provided by client.
2. This fee estimate includes normal processing of all plans and documents which consultant prepares. Additional processing which may be required due to changes in design criteria, agency standards or regulations or for any cause which is not under the direct control or directly resulting from consultant's actions will be performed on a time and material basis or under a separate contract.
3. Construction or design changes resulting from field conditions differing from available plans and documents of public record used as reference drawings will be prepared on a time and material basis.
4. Governmental agency fees or charges are to be the responsibility of the client.
5. Consultant will assist client in obtaining bond and fee amounts from the local agency.
6. This fee estimate does not include construction management or field construction inspection other than document clarification unless specifically included in contract.
7. This fee estimate does not include any ecological or environmental studies.
8. This fee estimate does not include landscape and irrigation design, processing and staking.
9. This fee estimate does not include work of a general or promotional nature (e.g. sales maps, colored renderings, etc.) This type of work will be prepared on a time and materials basis or under a separate contract.
10. This fee estimate includes only that work detailed in Exhibit "A" and "B". All additional work will be performed on a time and material basis or under a separate contract.
11. This proposal assumes that Rancho Coastal will process the Grading Plans and Improvement Plans to permit.



GRADING

1. Client will provide building footprints and setback criteria (if different than agency minimums) prior to commencement of grading design. Changes in criteria requested by client after initial design will be provided on a time and material basis.
2. This fee estimate does not include design for an offsite borrow or disposal site.
3. This fee estimate does not include the structural design of retaining walls.
4. A soils report will be furnished by client based upon the approved tentative map. Recommendations within the report will be incorporated into grading design. Any design required due to subsequent soils reports will be provided on a time and material basis.
5. This fee estimate is based on preparing two phases of precise grading plans. Additional phasing requested by client will be provided on a time and material basis.
6. Client will provide a product mix and architectural plans prior to precise grading plan design. Changes or revisions to the plans requested by the client after initial preparation will be provided on a time and material basis.
7. This fee estimate does not include separate work for a model site or recreation area. If requested by client, work will be provided on a time and material basis.
8. This fee estimate does not include the preparation or negotiation of offsite letters of permission to grade.



STANDARD SPECIFICATIONS FOR FIELD SERVICE

To accompany proposal to New Pointe Development for field staking Breanna Estates II in the City of Oceanside.

Acceptance and preservation of construction stakes, once set, will be the responsibility of the client or his designated contractor.

Control Stakes which are reference points for all construction work will be conspicuously marked. It shall be the responsibility of the client and his authorized agents to inform his employees and subcontractors of the importance of the control stakes and the necessity for their preservation.

Control stakes, marked as such and which are within the area of the operations of the client or his subcontractors, required removal will be referenced and removed at no cost to the client. Notice for such removal shall be required 48 hours in advance. Destroyed control stakes shall be reset as extra work and invoiced in accordance with the provisions for extra work as set forth in the body of the contract.

Any items of work not provided for in the base agreement can be considered to be deleted from the following and of no effect.

I. ROUGH GRADE STAKES

It shall be the responsibility of the client to complete rough grading with one set of stakes in areas where the lots, parcels or streets have cut or fill of 30 feet or less. Finish grade/stakes shall be provided as set forth in Section II.

It shall be the responsibility of the client or his authorized agent to establish pad subgrade elevations from the furnished stakes whether or not the areas require overcut or other corrective grading operations.

A. **Clearing and Grubbing Stakes:** One set of flagged lath will be set at approximately 100-foot intervals to outline areas to be cleared and grubbed. Consultant requires that the job site be brushed prior to rough grade staking. If the client or his authorized agent declines to provide brush clearing prior to rough grade staking, the cost to provide rough grade stakes shall be negotiated based on on-site inspection.

B. **Primary Rough Grade Stakes:**

1. **Perimeter:** One set of slope stakes or offset stakes will be set at the intersection of the lot lines and the boundary, top of cut, toes of fill are at maximum intervals of 100 feet. Stakes will be marked with offset and cut or fill to pad grade.
2. **Interior:** One of the following methods will be used:
 - a) **Grid Stakes:** One set of stakes marked with cut or fill set at approximately 100-foot intervals.
 - b) **Daylight Stakes:** One set of stakes to mark the daylight line of cut or fill set at approximately 100-foot intervals.



- c) **Lot Lines:** Offset stakes set at 20' & 80' from street right-of-way with cut or fills to top of curb and pad grade or lot line prolongation on centerline of street and back lot corners with cut or fill to top of curb pad and pad grade.

II. FINISH GRADE STAKES

- A. **Lots Adjacent to Streets:** One set of stakes set on each lot line at a predetermined setback will be marked with the cut or fill to the top of curb and lot pad grade. In those cases where adjoining lot pads are at different grades, the stakes will be marked with grades to both upper and lower pads. No back of lot grade stakes will be set when lot is adjacent to perimeter.

One set of stakes will be set at curb return radius points and will be marked with offset to curb face and cut or fill to top of curb.

It shall be the responsibility of the client or his authorized agent to establish street subgrade from the furnished stakes.

- B. **Lots Back to Back:** One set of stakes on each lot corner marked with cut or fill to pad grade. In those cases where adjoining pads are at different grades, the stakes will be marked with grades to both upper and lower pads.
- C. **Streets Not Adjacent to Lots:** Finish grading will be performed from curb grade stakes set at a 10-foot offset. .
- D. **Large Parcels or Grading Areas:**
1. **Ridge and Swale Lines:** One set of stakes will be set at approximately 100-foot intervals in open areas at ridge lines and swale lines with appropriate cut or fill to finished grade marked on stakes.
 2. One set of stakes will be set at pad corners in large grading areas marked with appropriate cut or fill to finish pad grade.
- E. **Flat Pads:** One blue top will be set for each pad.

III. DRAINAGE

- A. **Ditches:** One set of offset stakes will be set on one side of the ditch at approximately 50-foot intervals marked with offset from centerline with appropriate grades to finish flow line.
- B. **Channels:** One set of slope stakes will be set on both sides at approximately 50-foot intervals for channels with 12 foot or wider bottom widths marked with cuts and offsets to finish flow line grade. For channels having less than 12-foot bottom width, one set of offset stakes at approximately 50-foot intervals on one side only will be set and marked with offset and appropriate grade to finish flow line.
- C. **Storm Drains:** One set of offset stakes will be set at approximately 25-foot intervals marked with cut or fill and offset to centerline flow line. All storm drain stakes shall be set starting from the point of connection to the existing system and no stakes shall be set until the point of connecting to the existing system has been uncovered by the



contractor and verified by consultant to be in conformance with the line and grade as shown on the plans.

If the client requests consultant to set stakes prior to verification of connection point, the client assumes all responsibility for any additional costs of restaking by consultant or reconstruction by the contractor, due to a variation between the approved plan grade and the actual "as built" grade.

- D. **Headwalls:** Headwalls will not be staked unless special conditions occur such as non-standard design, skewed headwalls or wing walls, or when critical alignment is required.
- E. **Curb Inlets:** One set of offset stakes will be referenced to curb fact line marked with appropriate cut or fill to top of curb at edge of box and top of curb at end of wings.
- F. **Drop Inlets and Clean-Outs:** One set of stakes will be set straddling the center of the box marked with appropriate cut to flow or fill to top of box.

IV. UTILITIES

A. SEWER

- 1. **Mains:** One set of offset stakes will be set at approximately 25-foot intervals and at all manhole angle points and points of grade change. Stakes will be marked with offset and appropriate cut to flow line.

All sewer stakes shall be set starting from the point of connection to the existing system, and no stakes shall be set until the point of connection to the existing system has been uncovered by the contractor and verified by consultant for compliance with the line and grade as shown on the plans.

If the client request consultant to set stakes prior to verification of connection point, the client assumes all responsibility for any additional costs of restaking by consultant or reconstruction by the contractor due to a variation between the approved plan grade and the actual "as-built" grade.

- 2. **Laterals:** One stake at an appropriate offset will be set for each lateral on property line marked with appropriate cut to top of curb or flow line elevation.

B. WATER

Water Distribution Construction Stakes: For all water mains and appurtenances consultant shall provide one set of line and grade stakes as follows:

- 1. **Fire Hydrants:** One stake will be set at a intersection of the service lateral produced to the property line. Than additional stakes will be set for line only. Stakes will be marked with appropriate cut or fill to top of curb. The client or his contractor shall be responsible for the location of the fire hydrant in accordance with the applicable standards of agency having jurisdiction, with respect to the distance from face to curb.



2. Mains and Valves: One set of offset stakes will be set at approximately 50-foot intervals and at all angle points and valves. Stakes will be marked with offset and appropriate cut to finish grade or flow line elevation.
3. Laterals: One stake will be set at the intersection of the lateral centerline produced to the property line. Stakes will be marked with appropriate cut or fill to top of curb.

C. Natural Gas: Refer to Section IV. D.

D. Electric and Natural Gas: One (1) set of offset stakes will be placed at approximately 50-foot intervals for both natural gas and electrical power alignments when in single trench. Stakes will be marked with appropriate offset to front property line with elevations in reference to top of curb.

1. Transformer Pads/Vaults: One set of stakes will be set only for the position of the transformer pad and/or vaults. Stakes will be marked for location and grade.
2. Street Lights: One (1) set of stakes will be provided for street light standard location. Stakes will be marked with appropriate off-set to front property line with elevation in reference to top of curb.
3. Electrical Power and Natural Gas Service Sweeps: One set of stakes will be provided for conduit or cable run. Stakes will be marked with appropriate offset to front property line with elevation in reference to top of curb.

V. CURBS

One set of stakes will be set at 25-foot intervals at a predetermined offset to top of curb face marked with appropriate cut or fill to top of curb. Additional offset stakes will be set at all points of curve, grade breaks, vertical curve points and angel points marked with appropriate grades. In cases when rolled curbs are used the stakes will be set at predetermined offset to back of curb marked with offset and appropriate cut or fill to top of back of curb.

VI. DRIVEWAYS

Consultant shall place one stake, one line only, for the centerline of driveways. The driveway location information shall be furnished to consultant at least 24 hours in advance of staking the respective curb and responsible for verifying this information, but will place the information on the original plans for as-built purposes, and submit the as-built to the agency for review.

VII. MONUMENTS

- A. Final Lot Corners: One set of final property corners will be set in accordance with the record map. The client will be notified after the above corners are set and corners subsequently destroyed will be reset at client's expense.



- B. **Centerline Monuments:** Where San Diego County M-10 monuments are required, one set of two-foot straddler points will be set after paving operations have been completed. It will be the client's responsibility to place the monument and the monument box. Upon placement of the monument and monument box by the client, consultant will mark the appropriate L.S. tag in accordance with the record map.

VIII. GRADING CERTIFICATION

When grading certification is called for in the agreement, the following procedure will be followed:

After grading has been completed and prior to trenching for utilities or foundations, consultant will perform one rough grade check to determine if grading has been completed in substantial conformance with the approved grading plan elevation. In performing this task, consultant will check all lots for vertical conformance and every other lot for horizontal conformance. This grading check is intended only to verify whether there is substantial conformance to the grading plans in order to provide the necessary certifications to the governing bodies, and it is not a guarantee in any respect that all grading is in complete conformance with such grading plans, nor does it release the grading contractor from his responsibility of conforming with the grading plans.

IX. AS-BUILTS

On completion of their work all contractors and subcontractors shall furnish a complete set of prints indicating details, sizes, and any modifications that were made during construction to the original plans or specifications prepared or partially prepared. Upon receipt of all as-built information, a separate contract will be negotiated for modification of the original plans to reflect as-built conditions and for the processing of the as-built plans.

X. AGENCY CERTIFICATIONS

Certifications required by governing agencies, other than which is covered in Item VIII. Grading Certification will be performed under a separate agreement once such requirements are defined.



**STANDARD PROVISIONS OF AGREEMENT
BETWEEN CLIENT AND CONSULTANT**

Client and Consultant agree that the following provisions shall be part of this agreement:

1. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.
2. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
3. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
4. This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
5. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the agreement.
6. If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.
7. This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
9. Upon Consultant's request, Client shall execute and deliver, or cause to be executed and delivered, such additional information, documents or money to pay governmental fees and charges which are necessary for Consultant to perform its services pursuant to the terms of this agreement.
10. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.
11. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final plans, specifications, drawings, cost estimates, reports or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described in this agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by Consultant. If signed check-prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.
12. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Consultant, Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to transfer these electronic files to others without the prior



**STANDARD PROVISIONS OF AGREEMENT
BETWEEN CLIENT AND CONSULTANT**

written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than Consultant.

Client and Consultant agree that any electronic files furnished by either party shall conform to the CADD specifications listed in Exhibit ___. Any changes to the CADD specifications by either Client or Consultant are subject to review and acceptance by the other party. Additional services by Consultant made necessary by changes to the CADD or other software specifications shall be compensated for as additional services.

Electronic files furnished by either party shall be subject to an acceptance period of fifteen (15) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard copy construction documents shall govern.

In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Consultant or from any reuse of the electronic files without the prior written consent of Consultant.

Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Consultant, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client's use or reuse of the electronic files.

13. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.

14. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to paragraph 27. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 27.

15. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Consultant may sign one of the ALTA survey statements attached to this agreement and incorporated herein by reference. In the event Consultant is required to sign a statement or certificate which differs from the ALTA survey statements contained in the attachment to this agreement, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statements contained in the attachment to this agreement.

16. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes the preparation of grading plans but excludes construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this agreement for such services as extra services in accordance with paragraph 27.

17. If the scope of services contained in this agreement does not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all



STANDARD PROVISIONS OF AGREEMENT BETWEEN CLIENT AND CONSULTANT

responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant 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 the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.

18. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of performance of Consultant's obligation pursuant to this agreement continues for a period in excess of ninety (90) days, Consultant shall have the right to terminate all services pursuant to this agreement.

19. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.

20. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services.

21. Consultant shall not be required to execute any documents subsequent to the signing of this agreement that in any way might, in the judgment of Consultant, increase Consultant's contractual or legal obligations or risks, or the availability or costs of his or her professional or general liability insurance.

22. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses.

23. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.

24. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1 - ½%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.

25. If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by Client as extra services in accordance with paragraph 27.

26. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.



**STANDARD PROVISIONS OF AGREEMENT
BETWEEN CLIENT AND CONSULTANT**

27. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.
28. In the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as extra services in accordance with paragraph 27.
29. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 27.
30. Client shall pay the costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this agreement.
31. Client acknowledges and agrees that if Consultant provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code section 8762, or a Corner Record pursuant to Business and Professions Code section 8773, all of the costs of preparation, examination and filing for the Record of Survey or Corner Record will be paid by Client as extra services in accordance with paragraph 27.
32. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes; lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible in damages nor shall Consultant be deemed to be in default of this agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph 27.
33. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
34. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
35. Estimates of land areas provided under this agreement are not intended to be, nor should they be considered to be, precise. The estimate will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
36. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
37. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.



**STANDARD PROVISIONS OF AGREEMENT
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38. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, agents, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.
39. Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
40. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction-phase work. If the contractor and/or subcontractors determine there are deficiencies, conflicts, errors, omissions, code violations, improper uses of materials, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors and subcontractors shall notify Client so those deficiencies may be corrected by Consultant prior to the commencement of construction-phase work.
41. If during the construction phase of the project Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph. Any extra work performed by Consultant pursuant to this paragraph shall be paid for as extra services pursuant to paragraph 27.
42. Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$50,000 or Consultant's fee, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.
43. Client agrees to purchase and maintain, or cause Contractor to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name Consultant as an additional named insured as its interest may appear.
44. Client acknowledges that Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.
45. Client hereby agrees to bring no cause of action on any basis whatsoever against Consultant, its officers and directors, principals, employees, agents and subconsultants if such claim or cause of action in any way would involve Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or any hazardous or toxic materials. Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and



**STANDARD PROVISIONS OF AGREEMENT
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subconsultants from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the services provided by Consultant pursuant to this agreement, except claims caused by the sole negligence or willful misconduct of Consultant.

46. In the event of any litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

47. Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.

48. (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

(b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) shall not preclude or limit Consultant's right to perfect or enforce applicable mechanic's lien or stop notice remedies.

49. (a) Except as provided in subdivisions (b) and (c), in the event the parties to this agreement are unable to reach a mediated resolution of any dispute arising out of the services rendered pursuant to this agreement, in accordance with paragraph 48, then, unless the parties mutually agree otherwise, such disputes shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) shall not preclude or limit Consultant's right to perfect or enforce applicable mechanic's lien or stop notice remedies.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above.

Client New Pointe Development

Consultant Hunsaker & Associates San Diego, Inc.

By _____

By *David A. Hammar*

Name/Title _____

Name/Title David A. Hammar, President

Date Signed _____

Date Signed March 30, 2018

Project Number _____

Project Number 9999-1840



HUNSAKER
& ASSOCIATES
S A N D I E G O , I N C .

PLANNING
ENGINEERING
SURVEYING

March 30, 2018

IRVINE
SAN DIEGO
RIVERSIDE
PALM DESERT
LOS ANGELES

Scot Sandstrom
New Pointe Development
16880 West Bernardo Drive
Suite 230
San Diego, CA 92127

RE: Breanna Estates II , City of Oceanside
Precise Grading and Field Staking Proposal

Dear Scot:

Hunsaker & Associates San Diego, Inc. is pleased to offer the following fee estimate for furnishing the civil engineering required for the development of 6 single family lots in Breanna Estates II in the City of Oceanside.

This fee estimate is based upon the final map in process being recorded by Rancho Coastal.

We propose to provide the engineering as detailed in Exhibit "A" and "B" for a total fee of \$96,300. Invoicing would be monthly based on the percentage of work completed for each item shown in Exhibit "A" and "B". We would expect to receive payment within thirty (30) days after your receipt of our invoice. This proposal is based on the Billing Rate Table included herein. These rates will remain in effect until August 31, 2018.

Should this proposal meet with your approval, please sign the standard form of agreement and return it to our office.

Should you have any questions, please do not hesitate to call.

Very truly yours,

Hunsaker & Associates
San Diego, Inc.

David A. Hammar, RCE
President

DAVE HAMMAR
ALISA VIALPANDO
RAY MARTIN
CHUCK CATER
DOUG STROUP

9707 Waples Street
San Diego, CA 92121
(858) 558-4500 PH
(858) 558-1414 FX
www.HunsakerSD.com
Info@HunsakerSD.com



**EXHIBIT "A"
SCOPE OF WORK**

**BREANNA ESTATES II
CITY OF OCEANSIDE
6 LOTS
ENGINEERING**

H&A Line No.	Description	Amount
6540	1. Drainage Study – Revise the Drainage Study in conjunction with Willowbrook to accommodate the runoff from the Willowbrook lots.	\$ 2,800
6540	2. SWQMP – Revise the Storm Water Quality Management Plan in conjunction with the revised Willowbrook Storm Water Quality Management Plan to eliminate the mechanical devices and utilize the proposed Willowbrook basin.	\$ 4,200
3180	3. Grading Plans – Prepare an additional construction change to eliminate the water quality and hydromodification devices and details and reroute storm drain to the Willowbrook basin.	\$ 4,200
3190	4. Improvement Plans – Prepare a construction change to remove the water quality and hydromodification references on the improvement plans and upsize the storm drain to accommodate Willowbrook lots. Add sewer laterals and water meters.	\$ 4,200
5170	5. Lot Line Adjustment – Prepare a Lot Line Adjustment between Lot 6 of Breanna and Lot 6 of Willowbrook to create a conforming lot in Willowbrook.	\$ 4,200
3305	6. Preliminary Plotting – Provide a preliminary plotting study based on architecture and mix provided by client. Plotting to include one re-plotting based on client review. Preliminary plotting to be approved by client prior to precise grading plan design.	\$ 840



H&A Line No.	Description	Amount
3310	7. Precise Grading Plans – Prepare and process 20-scale precise grading plans in two phases for the 6 lots showing lot lines, minimum building setbacks, easements, slopes, curb elevations at property line, sewer, water, and dry utility laterals, street lights, fire hydrants, utility manholes, perimeter fencing and other pertinent information from the Grading and Improvement Plans. Plans shall be prepared in accordance with City of Oceanside requirements. Provide plotting of buildings indicating plan and elevation, retaining walls with heights, driveways, driveway percentages and dimensions to property line for each lot. Buildings shall be plotted based on architectural building plans provided by client and a meeting with the architect and the client to discuss the plotting of the units, setbacks, extra depth footings, driveway and sidewalk location, and retaining walls.	\$ 3,360
3180	8. Grading Plan – Prepare a construction change to the grading plan to eliminate the northerly retaining walls and delete the shoring detail sheet.	\$ 2,800
3550	9. Fence Plans – Prepare a wall and fencing exhibit showing wall and fence location and materials.	\$ 700
6630	10. SWPPP – Prepare and process one (1) SWPPP necessary to meet the Storm Water Pollution Prevention Program as required by the City of Oceanside and the State Permit. Consultant will update a Storm Water Pollution Prevention Plan (SWPPP) Report as required by the California Regional Water Quality Control Board, EPA, and the State Permit.	\$ 4,500
8700	11. Project Coordination – Provide project coordination and attend project team meetings with client, consultant and agency staff. (Budget estimate, assume 16 hours).	\$ 2,400
TOTAL EXHIBIT "A"		<u>\$ 34,200</u>



EXHIBIT "B"
SCOPE OF WORK

BREANNA ESTATES II
OCEANSIDE
6 LOTS
FIELD STAKING

H&A Line No. 9210	Description	Amount
1.	Rough and Finish Grading – Provide one (1) set of stakes for site grading including: <ul style="list-style-type: none">a. Establish and maintain a horizontal and vertical control network.b. Provide stakes establishing the limits of the site for clearing and grubbing.c. Provide stakes for the cut/fill daylight lines noting crossings at lot lines, street right-of-ways and other points of interest.d. Provide rough grade stakes for the rough establishment of the interior streets and pads. Staking will consist of points set along street centerline at the production of pad lot lines. Stakes will be marked with grades to finish street and finish pad grades.e. Provide rough grade stakes for the establishment of the building pads consisting of convenient offsets to perimeter and side yard boundary lines controlling pad limits.f. Provide one (1) set of rough grade stakes for the establishment of the building pads. Staking will consist of offset stakes set along the pad split lines at the front and back of each building pad marked with grades to finish pad. The front offset stake will also be marked with finish curb grades where streets or private drives abut the building pads.g. Provide finish grade stakes for the interior streets consisting of offset stakes to the proposed face of curb set on maximum 50 foot intervals with grades marked to top of curb. This line assumes points will be set during the grading process.h. Provide finish grade blue tops for each building pad elevation level or 2 vertical bench marks accessible to each pad, set at convenient stations approved by the grading contractor. This line assumes points will be set during the grading process.	\$ 9,000



H&A. Line No.	Description	Amount
9210	2. Rough Grade Certification – Perform a field survey of the job site after grading has been completed for the entire site. A plot will be provided from the certification survey showing the “as-built” location of the pads, street cut sections and other points of interest. This plot will note any corrections needed from the grading contractor, once all corrections are satisfactorily made, a final plot showing the completed product will be presented to the project superintendent for his approval. This item will also provide for the required certification documents to the local agencies.	\$ 3,000
9670	3. Storm Drain Water Quality – Provide one (1) set of stakes for the construction of the revised storm drain water quality system within Private Street “A” as well as Willowbrook Drive. This line assumes one site visit for all storm drain.	\$ 2,200
9640	4. Sewer Stakes – Provide one (1) set of stakes for the construction of sewer mainline, including service stubs for each of the 6 buildings. Staking will also be provided for the sewer line tie-in, approximately 500 L.F. This line assumes one total site visit for all sewer.	\$ 2,200
9770	5. Water Stakes - Provide one (1) set of stakes for the construction of the domestic waterline – Staking will include reference to curb to control the placement of water meters, blow-offs, fire hydrants and air release valves. Approximately 500 L.F. of total mainline as well as six (6) building water services. This line assumes one total site visit for all water.	\$ 2,200
9745	6. Dry Utility Stakes – Provide one (1) set of stakes to control the placement of the joint trench by setting convenient offset points at front property corners marked with grades to top of curb. The staking will also include control for the placement of major transformer vaults and streetlights, and any significant utility as shown and stationed on the approved utility plans.	\$ 2,400
9230	7. Curb Stakes – Provide one (1) set of stakes for the construction of curbs and curb returns within Private Street “A” as well as Willowbrook Drive curb and paving limits. Approximately 1,000 L.F. This line assumes one total staking phase and one site visit for all curb.	\$ 3,500



H&A Line No.	Description	Amount
9210	8. Street Sub-Grade Cert – As required by the City of Oceanside perform a field survey to certify horizontally and vertically the subgrade prior to the placement of base material is at the proper depth and width. This item will also provide for the required certification documents to the local agencies. This line assumes one (1) site visit to complete all certifications.	\$ 2,000
9210	9. Street Base-Grade Cert – As required by the City of Oceanside perform a field survey to certify the horizontal and vertical placement of the finished base materials prior to the placement of final paving. This item will also provide for the required certification documents to the local agencies. This line assumes a total of one (1) site visit to complete all certifications.	\$ 2,000
9100	10. Building Stakes - Provide one (1) set of stakes for the building construction of each lot. Staking will consist of convenient offset points to two of the building envelope corners. The offset point will be set along the production of the building line and marked with grades to the building finish floor. This line assumes a maximum of two (2) total building phases.	\$ 2,500
9190	11. Building Form Cert – Perform field surveys to certify the building foundation forms for horizontal and vertical location prior to the pour of concrete, and provide a certification letter to the governing authority. This line assumes a maximum of two (2) total building phases.	\$ 2,500
9670	12. Fencing Stakes – Provide one (1) set of stakes for the construction of side yard fencing and lot landscaping limits. Stakes will consist of two (2) side yard lot line points per side yard, one-point set at the back top or toe of pad, another point set as a scribed line on the top of curb along the production of the side yard lot line. In the cases where requested due to tops and toes at rear of pad a third point will be set on line at the grade break points. This line assumes a maximum of two (2) total building phases.	\$ 2,500
9760	13. Perimeter Wall Stakes – Provide one (1) set of stakes for the construction of perimeter walls. Stakes will be set at a convenient offset to the project boundary limits at approximate 50-foot intervals, noting all angle points, lot corners and direction changes. This item does not include pilaster locations, entry walls or theme gates that were not designed by Hunsaker and Associates.	\$ 2,500



H&A Line No.	Description	Amount
9180	14. Finish Grade Cert – Perform a field survey to certify that building pad finish grade meets the requirements of the approved precise grading plan. This line assumes one full phase will be released for the certification survey per request.	\$ 1,800
9340	15. Final Monumentation – Upon completion of the site grading and certification, final monumentation will be set per The City of Oceanside's requirements, this does not include the construction of standard street monuments.	\$ 4,000
9340	16. M-10 Monuments Ties (Field) – Upon installation and completion of the M-10 monuments (To be set by others) survey ties will be set as required by the City of Oceanside prior to release of bond. (Approximately three (3) M-10 monuments to be tied).	\$ 2,200
9340	17. M-10 Tie Sheets – Prepare tie sheets for centerline monument locations as required by the City of Oceanside. (Approximately three (3) M-10 monuments.)	\$ 1,500
5090	18. Certificate of Correction – Preparation and processing of Certificate of Correction documents for the final map to document changes in survey monument character that arise from field specific issues such as fences, pilasters, concrete etc., as required by the County of San Diego prior to bond release.	\$ 2,000
9985	19. Extra Staking – Re-staking due to lost or destroyed stakes and field staking items beyond the original scope of work. (This item is for budget estimate only and to be billed on a time and material basis, authorized by the project superintendent)	\$ 5,000
8700	20. Construction Support – Provide professional engineering support for construction activities. (Budget, assume 10 hours)	\$ 1,500
3020	21. As-Built Grading Plans – Prepare As-Built Grading Plans per City of Oceanside requirements. (Budget, assume 20 hours)	\$ 2,800
3010	22. As-Built Improvement Plans – Prepare As-Built Improvement Plans per City of Oceanside requirements. (Budget, assume 20 hours)	\$ 2,800
	TOTAL EXHIBIT "B"	\$ <u>62,100</u>
	TOTAL EXHIBIT "A" AND "B"	\$ <u>96,300</u>



Hourly Rate Schedule

HUNSAKER & ASSOCIATES SAN DIEGO, INC.

2017-2018

Principal.....	\$ 182/Hour
Project Manager	\$ 158/Hour
Office Staff.....	\$ 140/Hour
Field Survey One-Person Crew	\$ 188/Hour
Field Survey Two-Person Crew.....	\$ 240/Hour
Field Survey Three-Person Crew	\$ 294/Hour
Expert Witness	\$ 360/Hour

The above rates are for all professional staff. We do not bill for secretarial or other office support personnel. We also do not bill for computer time and minor copying.

It should be noted that our fee does not include the cost of reproductions, computer plotting or deliveries. Outside services will be invoiced directly to you through your suppliers or at cost plus 15% when invoiced through Hunsaker & Associates San Diego, Inc.

Invoicing will be on a monthly basis and payable within 30 days after receipt of our invoice. Should payment not be received within thirty (30) days, a one and one-half percent (1½%) per month late fee will be charged on any unpaid balance. Our standard hourly rate is subject to an increase on August 31, 2018.

All travel lodging, meals, onsite transportation, auto or truck rental and fuel costs are reimbursable to H&A at cost plus 15% in addition to the stated fees.



New Pointe Development
Breanna Estates II (W.O. 9999-1840)
March 30, 2018
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INSURANCE COVERAGES

The following is a summary of the insurance coverages that Hunsaker & Associates San Diego, Inc. provides and are included in our offer of this proposal:

General Liability	\$2,000,000
Personal Liability	\$1,000,000
Auto Liability	\$1,000,000
Professional Liability	\$1,000,000
Valuable Papers	\$1,500,000

Upon request we will provide a certificate of insurance for the insurance coverages listed above. If you require additional coverage, the costs that we incur from our insurance carriers will be invoiced to you at their direct costs and are not included in our fee quoted within this proposal.



PLEASE PROVIDE US WITH THE FOLLOWING PRELIMINARY INFORMATION
RELATED TO THIS PROJECT/CONTRACT:

CONTRACTOR:

Name

Address

City, State, Zip

LENDER:

Name

Address

City, State, Zip

OWNER:

Name

Address

City, State, Zip

COMPLETED BY: _____

DATE



GENERAL UNDERSTANDINGS AND ASSUMPTIONS

GENERAL

1. The fee estimate is based upon approved plans provided by client.
2. This fee estimate includes normal processing of all plans and documents which consultant prepares. Additional processing which may be required due to changes in design criteria, agency standards or regulations or for any cause which is not under the direct control or directly resulting from consultant's actions will be performed on a time and material basis or under a separate contract.
3. Construction or design changes resulting from field conditions differing from available plans and documents of public record used as reference drawings will be prepared on a time and material basis.
4. Governmental agency fees or charges are to be the responsibility of the client.
5. Consultant will assist client in obtaining bond and fee amounts from the local agency.
6. This fee estimate does not include construction management or field construction inspection other than document clarification unless specifically included in contract.
7. This fee estimate does not include any ecological or environmental studies.
8. This fee estimate does not include landscape and irrigation design, processing and staking.
9. This fee estimate does not include work of a general or promotional nature (e.g. sales maps, colored renderings, etc.) This type of work will be prepared on a time and materials basis or under a separate contract.
10. This fee estimate includes only that work detailed in Exhibit "A" and "B". All additional work will be performed on a time and material basis or under a separate contract.
11. This proposal assumes that Rancho Coastal will process the Grading Plans and Improvement Plans to permit.



GRADING

1. Client will provide building footprints and setback criteria (if different than agency minimums) prior to commencement of grading design. Changes in criteria requested by client after initial design will be provided on a time and material basis.
2. This fee estimate does not include design for an offsite borrow or disposal site.
3. This fee estimate does not include the structural design of retaining walls.
4. A soils report will be furnished by client based upon the approved tentative map. Recommendations within the report will be incorporated into grading design. Any design required due to subsequent soils reports will be provided on a time and material basis.
5. This fee estimate is based on preparing two phases of precise grading plans. Additional phasing requested by client will be provided on a time and material basis.
6. Client will provide a product mix and architectural plans prior to precise grading plan design. Changes or revisions to the plans requested by the client after initial preparation will be provided on a time and material basis.
7. This fee estimate does not include separate work for a model site or recreation area. If requested by client, work will be provided on a time and material basis.
8. This fee estimate does not include the preparation or negotiation of offsite letters of permission to grade.



STANDARD SPECIFICATIONS FOR FIELD SERVICE

To accompany proposal to New Pointe Development for field staking Breanna Estates II in the City of Oceanside.

Acceptance and preservation of construction stakes, once set, will be the responsibility of the client or his designated contractor.

Control Stakes which are reference points for all construction work will be conspicuously marked. It shall be the responsibility of the client and his authorized agents to inform his employees and subcontractors of the importance of the control stakes and the necessity for their preservation.

Control stakes, marked as such and which are within the area of the operations of the client or his subcontractors, required removal will be referenced and removed at no cost to the client. Notice for such removal shall be required 48 hours in advance. Destroyed control stakes shall be reset as extra work and invoiced in accordance with the provisions for extra work as set forth in the body of the contract.

Any items of work not provided for in the base agreement can be considered to be deleted from the following and of no effect.

I. ROUGH GRADE STAKES

It shall be the responsibility of the client to complete rough grading with one set of stakes in areas where the lots, parcels or streets have cut or fill of 30 feet or less. Finish grade/stakes shall be provided as set forth in Section II.

It shall be the responsibility of the client or his authorized agent to establish pad subgrade elevations from the furnished stakes whether or not the areas require overcut or other corrective grading operations.

A. **Clearing and Grubbing Stakes:** One set of flagged lath will be set at approximately 100-foot intervals to outline areas to be cleared and grubbed. Consultant requires that the job site be brushed prior to rough grade staking. If the client or his authorized agent declines to provide brush clearing prior to rough grade staking, the cost to provide rough grade stakes shall be negotiated based on on-site inspection.

B. **Primary Rough Grade Stakes:**

1. **Perimeter:** One set of slope stakes or offset stakes will be set at the intersection of the lot lines and the boundary, top of cut, toes of fill are at maximum intervals of 100 feet. Stakes will be marked with offset and cut or fill to pad grade.
2. **Interior:** One of the following methods will be used:
 - a) **Grid Stakes:** One set of stakes marked with cut or fill set at approximately 100-foot intervals.
 - b) **Daylight Stakes:** One set of stakes to mark the daylight line of cut or fill set at approximately 100-foot intervals.



- c) **Lot Lines:** Offset stakes set at 20' & 80' from street right-of-way with cut or fills to top of curb and pad grade or lot line prolongation on centerline of street and back lot corners with cut or fill to top of curb pad and pad grade.

II. FINISH GRADE STAKES

- A. **Lots Adjacent to Streets:** One set of stakes set on each lot line at a predetermined setback will be marked with the cut or fill to the top of curb and lot pad grade. In those cases where adjoining lot pads are at different grades, the stakes will be marked with grades to both upper and lower pads. No back of lot grade stakes will be set when lot is adjacent to perimeter.

One set of stakes will be set at curb return radius points and will be marked with offset to curb face and cut or fill to top of curb.

It shall be the responsibility of the client or his authorized agent to establish street subgrade from the furnished stakes.

- B. **Lots Back to Back:** One set of stakes on each lot corner marked with cut or fill to pad grade. In those cases where adjoining pads are at different grades, the stakes will be marked with grades to both upper and lower pads.
- C. **Streets Not Adjacent to Lots:** Finish grading will be performed from curb grade stakes set at a 10-foot offset. .
- D. **Large Parcels or Grading Areas:**
1. **Ridge and Swale Lines:** One set of stakes will be set at approximately 100-foot intervals in open areas at ridge lines and swale lines with appropriate cut or fill to finished grade marked on stakes.
 2. One set of stakes will be set at pad corners in large grading areas marked with appropriate cut or fill to finish pad grade.
- E. **Flat Pads:** One blue top will be set for each pad.

III. DRAINAGE

- A. **Ditches:** One set of offset stakes will be set on one side of the ditch at approximately 50-foot intervals marked with offset from centerline with appropriate grades to finish flow line.
- B. **Channels:** One set of slope stakes will be set on both sides at approximately 50-foot intervals for channels with 12 foot or wider bottom widths marked with cuts and offsets to finish flow line grade. For channels having less than 12-foot bottom width, one set of offset stakes at approximately 50-foot intervals on one side only will be set and marked with offset and appropriate grade to finish flow line.
- C. **Storm Drains:** One set of offset stakes will be set at approximately 25-foot intervals marked with cut or fill and offset to centerline flow line. All storm drain stakes shall be set starting from the point of connection to the existing system and no stakes shall be set until the point of connecting to the existing system has been uncovered by the



contractor and verified by consultant to be in conformance with the line and grade as shown on the plans.

If the client requests consultant to set stakes prior to verification of connection point, the client assumes all responsibility for any additional costs of restaking by consultant or reconstruction by the contractor, due to a variation between the approved plan grade and the actual "as built" grade.

- D. **Headwalls:** Headwalls will not be staked unless special conditions occur such as non-standard design, skewed headwalls or wing walls, or when critical alignment is required.
- E. **Curb Inlets:** One set of offset stakes will be referenced to curb fact line marked with appropriate cut or fill to top of curb at edge of box and top of curb at end of wings.
- F. **Drop Inlets and Clean-Outs:** One set of stakes will be set straddling the center of the box marked with appropriate cut to flow or fill to top of box.

IV. UTILITIES

A. SEWER

- 1. **Mains:** One set of offset stakes will be set at approximately 25-foot intervals and at all manhole angle points and points of grade change. Stakes will be marked with offset and appropriate cut to flow line.

All sewer stakes shall be set starting from the point of connection to the existing system, and no stakes shall be set until the point of connection to the existing system has been uncovered by the contractor and verified by consultant for compliance with the line and grade as shown on the plans.

If the client request consultant to set stakes prior to verification of connection point, the client assumes all responsibility for any additional costs of restaking by consultant or reconstruction by the contractor due to a variation between the approved plan grade and the actual "as-built" grade.

- 2. **Laterals:** One stake at an appropriate offset will be set for each lateral on property line marked with appropriate cut to top of curb or flow line elevation.

B. WATER

Water Distribution Construction Stakes: For all water mains and appurtenances consultant shall provide one set of line and grade stakes as follows:

- 1. **Fire Hydrants:** One stake will be set at a intersection of the service lateral produced to the property line. Than additional stakes will be set for line only. Stakes will be marked with appropriate cut or fill to top of curb. The client or his contractor shall be responsible for the location of the fire hydrant in accordance with the applicable standards of agency having jurisdiction, with respect to the distance from face to curb.



2. Mains and Valves: One set of offset stakes will be set at approximately 50-foot intervals and at all angle points and valves. Stakes will be marked with offset and appropriate cut to finish grade or flow line elevation.
3. Laterals: One stake will be set at the intersection of the lateral centerline produced to the property line. Stakes will be marked with appropriate cut or fill to top of curb.

C. Natural Gas: Refer to Section IV. D.

D. Electric and Natural Gas: One (1) set of offset stakes will be placed at approximately 50-foot intervals for both natural gas and electrical power alignments when in single trench. Stakes will be marked with appropriate offset to front property line with elevations in reference to top of curb.

1. Transformer Pads/Vaults: One set of stakes will be set only for the position of the transformer pad and/or vaults. Stakes will be marked for location and grade.
2. Street Lights: One (1) set of stakes will be provided for street light standard location. Stakes will be marked with appropriate off-set to front property line with elevation in reference to top of curb.
3. Electrical Power and Natural Gas Service Sweeps: One set of stakes will be provided for conduit or cable run. Stakes will be marked with appropriate offset to front property line with elevation in reference to top of curb.

V. CURBS

One set of stakes will be set at 25-foot intervals at a predetermined offset to top of curb face marked with appropriate cut or fill to top of curb. Additional offset stakes will be set at all points of curve, grade breaks, vertical curve points and angel points marked with appropriate grades. In cases when rolled curbs are used the stakes will be set at predetermined offset to back of curb marked with offset and appropriate cut or fill to top of back of curb.

VI. DRIVEWAYS

Consultant shall place one stake, one line only, for the centerline of driveways. The driveway location information shall be furnished to consultant at least 24 hours in advance of staking the respective curb and responsible for verifying this information, but will place the information on the original plans for as-built purposes, and submit the as-built to the agency for review.

VII. MONUMENTS

- A. Final Lot Corners: One set of final property corners will be set in accordance with the record map. The client will be notified after the above corners are set and corners subsequently destroyed will be reset at client's expense.



- B. **Centerline Monuments:** Where San Diego County M-10 monuments are required, one set of two-foot straddler points will be set after paving operations have been completed. It will be the client's responsibility to place the monument and the monument box. Upon placement of the monument and monument box by the client, consultant will mark the appropriate L.S. tag in accordance with the record map.

VIII. GRADING CERTIFICATION

When grading certification is called for in the agreement, the following procedure will be followed:

After grading has been completed and prior to trenching for utilities or foundations, consultant will perform one rough grade check to determine if grading has been completed in substantial conformance with the approved grading plan elevation. In performing this task, consultant will check all lots for vertical conformance and every other lot for horizontal conformance. This grading check is intended only to verify whether there is substantial conformance to the grading plans in order to provide the necessary certifications to the governing bodies, and it is not a guarantee in any respect that all grading is in complete conformance with such grading plans, nor does it release the grading contractor from his responsibility of conforming with the grading plans.

IX. AS-BUILTS

On completion of their work all contractors and subcontractors shall furnish a complete set of prints indicating details, sizes, and any modifications that were made during construction to the original plans or specifications prepared or partially prepared. Upon receipt of all as-built information, a separate contract will be negotiated for modification of the original plans to reflect as-built conditions and for the processing of the as-built plans.

X. AGENCY CERTIFICATIONS

Certifications required by governing agencies, other than which is covered in Item VIII. Grading Certification will be performed under a separate agreement once such requirements are defined.



**STANDARD PROVISIONS OF AGREEMENT
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Client and Consultant agree that the following provisions shall be part of this agreement:

1. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.
2. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
3. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
4. This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
5. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the agreement.
6. If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.
7. This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
9. Upon Consultant's request, Client shall execute and deliver, or cause to be executed and delivered, such additional information, documents or money to pay governmental fees and charges which are necessary for Consultant to perform its services pursuant to the terms of this agreement.
10. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.
11. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final plans, specifications, drawings, cost estimates, reports or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described in this agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by Consultant. If signed check-prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.
12. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Consultant, Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to transfer these electronic files to others without the prior



**STANDARD PROVISIONS OF AGREEMENT
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written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than Consultant.

Client and Consultant agree that any electronic files furnished by either party shall conform to the CADD specifications listed in Exhibit ___. Any changes to the CADD specifications by either Client or Consultant are subject to review and acceptance by the other party. Additional services by Consultant made necessary by changes to the CADD or other software specifications shall be compensated for as additional services.

Electronic files furnished by either party shall be subject to an acceptance period of fifteen (15) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard copy construction documents shall govern.

In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Consultant or from any reuse of the electronic files without the prior written consent of Consultant.

Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Consultant, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client's use or reuse of the electronic files.

13. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.

14. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to paragraph 27. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 27.

15. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Consultant may sign one of the ALTA survey statements attached to this agreement and incorporated herein by reference. In the event Consultant is required to sign a statement or certificate which differs from the ALTA survey statements contained in the attachment to this agreement, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statements contained in the attachment to this agreement.

16. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes the preparation of grading plans but excludes construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this agreement for such services as extra services in accordance with paragraph 27.

17. If the scope of services contained in this agreement does not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all



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responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant 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 the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.

18. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of performance of Consultant's obligation pursuant to this agreement continues for a period in excess of ninety (90) days, Consultant shall have the right to terminate all services pursuant to this agreement.

19. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.

20. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services.

21. Consultant shall not be required to execute any documents subsequent to the signing of this agreement that in any way might, in the judgment of Consultant, increase Consultant's contractual or legal obligations or risks, or the availability or costs of his or her professional or general liability insurance.

22. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses.

23. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.

24. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1 - ½%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.

25. If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by Client as extra services in accordance with paragraph 27.

26. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.



**STANDARD PROVISIONS OF AGREEMENT
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27. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.
28. In the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as extra services in accordance with paragraph 27.
29. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 27.
30. Client shall pay the costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this agreement.
31. Client acknowledges and agrees that if Consultant provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code section 8762, or a Corner Record pursuant to Business and Professions Code section 8773, all of the costs of preparation, examination and filing for the Record of Survey or Corner Record will be paid by Client as extra services in accordance with paragraph 27.
32. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes; lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible in damages nor shall Consultant be deemed to be in default of this agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph 27.
33. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
34. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
35. Estimates of land areas provided under this agreement are not intended to be, nor should they be considered to be, precise. The estimate will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
36. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
37. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.



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38. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, agents, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.
39. Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
40. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction-phase work. If the contractor and/or subcontractors determine there are deficiencies, conflicts, errors, omissions, code violations, improper uses of materials, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors and subcontractors shall notify Client so those deficiencies may be corrected by Consultant prior to the commencement of construction-phase work.
41. If during the construction phase of the project Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph. Any extra work performed by Consultant pursuant to this paragraph shall be paid for as extra services pursuant to paragraph 27.
42. Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$50,000 or Consultant's fee, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.
43. Client agrees to purchase and maintain, or cause Contractor to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name Consultant as an additional named insured as its interest may appear.
44. Client acknowledges that Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.
45. Client hereby agrees to bring no cause of action on any basis whatsoever against Consultant, its officers and directors, principals, employees, agents and subconsultants if such claim or cause of action in any way would involve Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or any hazardous or toxic materials. Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and



**STANDARD PROVISIONS OF AGREEMENT
 BETWEEN CLIENT AND CONSULTANT**

subconsultants from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the services provided by Consultant pursuant to this agreement, except claims caused by the sole negligence or willful misconduct of Consultant.

46. In the event of any litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

47. Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.

48. (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

(b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) shall not preclude or limit Consultant's right to perfect or enforce applicable mechanic's lien or stop notice remedies.

49. (a) Except as provided in subdivisions (b) and (c), in the event the parties to this agreement are unable to reach a mediated resolution of any dispute arising out of the services rendered pursuant to this agreement, in accordance with paragraph 48, then, unless the parties mutually agree otherwise, such disputes shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) shall not preclude or limit Consultant's right to perfect or enforce applicable mechanic's lien or stop notice remedies.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above.

Client New Pointe Development

Consultant Hunsaker & Associates San Diego, Inc.

By _____

By 

Name/Title _____

Name/Title David A. Hammar, President

Date Signed _____

Date Signed March 30, 2018

Project Number _____

Project Number 9999-1840