

**AGREEMENT BETWEEN  
THE HUMBOLDT TRANSIT AUTHORITY  
LDA PARTNERS, INC.  
FOR PROFESSIONAL DESIGN AND SURVEY SERVICES**

**THIS AGREEMENT** for Professional Design and Architectural Services (“Agreement”) is made on November 15, 2023 by and between LDA Partners, Inc, a California corporation, hereinafter referred to as “Consultant,” and the Humboldt Transit Authority, a public agency joint powers authority, hereinafter referred to as “HTA.” Consultant and HTA are additionally each referred to herein as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, HTA previously retained Consultant to assist in design and architectural services associated with its transit facility located at 133 V. Street, Eureka, CA;

**WHEREAS**, HTA seeks Consultant’s additional services related to transit facility survey and mapping;

**WHEREAS**, Consultant has demonstrated competence, experience and qualifications adequate to perform said additional survey and mapping services and, based on this, the Parties seek to enter into an agreement on the following terms and conditions.

**NOW, THEREFORE**, based on the above recited material statements , the Parties agree as follows:

1. **Scope of Services.** Consultant will perform professional services for HTA in accordance with Exhibit A, Scope of Work, attached hereto and incorporated herein, and briefly described as boundary and utility survey and mapping of the HTA transit yard located at 133 V. Street, Eureka, CA, “Services.”
2. **Term.**
  - a) **Commencement.** No Services shall be performed or furnished under this Agreement until HTA has provided notice to commence Services to the Consultant, which shall not occur until after full execution of this Agreement by both parties and receipt by HTA of all insurance certificates.
  - b) **Termination.** Either party may terminate this Agreement upon 10 days written notice. In such event, Consultant will be entitled to invoice HTA for and to receive payment for all acceptable Services performed or furnished under the Agreement, if applicable, and all reimbursable expenses incurred through the effective date of termination.
  - c) **Time for completion.** Consultant shall complete all Services in accordance with the time schedule as set forth in the Scope of Work.
3. **Compensation For Services, Payment.**
  - a) HTA shall pay Consultant at the rate and basis as set forth in the payment schedule, Exhibit B, attached hereto and incorporated herein.
  - b) Consultant shall prepare and submit its invoices to HTA no more than once per month, and, for Services billed on a time and materials basis or in installments, shall provide a time summary of work performed by each person for whom charges are billed. All reasonable efforts will be made by HTA to pay undisputed invoices within 30 days of receipt. If HTA disputes an invoice, it may

withhold that portion so contested and shall pay the undisputed amount. HTA may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.

4. **Professional Standards.** The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.
5. **Independent Contractor Status.** Consultant is performing Services as an independent contractor for HTA, and is neither an employee nor an agent of HTA. Except as otherwise provided in this Agreement, Consultant shall have sole control over the manner and method of performance of the services, and Authority's only interest shall be in the results of such Services. Authority's liability hereunder shall be limited to payment of the compensation provided in this Agreement. Consultant agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on Authority's account. This Section shall also apply to any of Consultant's subcontractors.
6. **Document Submission and Title to Documents.** Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of HTA upon delivery. Authority may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.
7. **Designation of Representative.** Consultant and Authority shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Either party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other party.
8. **Notice.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

HTA:  
General Manager  
Humboldt Transit Authority  
133 V. Street,  
Eureka, CA 95501

Consultant:  
*Eric Wohle*  
LDA Partners, Inc.  
222 Central Court  
Stockton, CA 95204

9. **Indemnification.**

Pursuant to the full language of California Civil Code §2782, Consultant agrees to indemnify, including the cost to defend, HTA and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, and its employees, sub-consultants, or agents, in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of HTA; and does not apply to any passive negligence of HTA unless caused at least in part by Consultant. HTA agrees that in no event shall the cost to defend charged to the Consultant exceed Consultant's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the Parties. Further, it is not the intention of the Parties that Consultant, and its employees, sub-consultants and agents, be exposed to any liability for damages or claims relating to services provided by Consultant under this Agreement for the investigation of or remedial work related to asbestos, toxic, hazardous, and/or dangerous materials.

## **10. Insurance.**

### a) Insurance Requirements.

- i. Prior to performing any Services hereunder and until the Services have been completed in accordance with this Agreement and accepted by HTA, the Consultant shall maintain insurance in full compliance with all of the provisions of this Section 10. In the event the Consultant sublets or subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as outlined herein and this Section 10 will be made a part of any such subcontract agreement.
- ii. As evidence of specified insurance coverage, HTA may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period and naming HTA as an additional insured thereunder, except Professional Liability Insurance and Workers Compensation.
- iii. HTA reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice.

b) Professional or Errors and Omissions Insurance. Consultant shall purchase and maintain such Professional or Errors and Omissions Insurance for the Services performed and furnished as will provide protection from any claim arising out of any negligent act, error or omission in rendering or failing to render professional services either committed or alleged to have been committed by Consultant or by anyone employed by Consultant to perform or furnish any of the Services, or by anyone for whose acts any of them may be liable. Such coverage shall not be subject to a Self-Insured Retention (SIR) greater than \$100,000, and for not less than \$2,000,000 Single Limit, any one claim and annual aggregate.

c) Workers' Compensation Insurance. Consultant shall purchase and maintain such Workers' Compensation covering all employees and volunteers as required by the State of California, and on a state-approved policy form.

d) Commercial General Liability. Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or equivalent. Coverage for additional insured shall not be limited to vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 general aggregate.

e) **Automobile Liability Insurance.** ISO Business Auto Coverage for CA 0001 including symbol 1 or equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant or Consultant's employees will use personal autos in the performance of any duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.

**11. Dispute Resolution.** The parties agree to negotiate any disputes over the performance of their respective rights and obligations under this Agreement in good faith for a period of at least 30 days after the date of notice invoking the need for dispute resolution or exercising rights under law. Neither party may initiate court action prior to such good faith negotiation and following that prior to good faith third-party mediation.

**12. Time of the Essence.** Time limits stated in this Agreement are of the essence.

**13. Governing Law, Venue.** This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Humboldt County.

**14. Authority.** Each party hereto warrants and represents to the other party that such party has the full right, power and authority to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.

**15. Negotiated Agreement, Interpretation.** This Agreement has been negotiated by the parties hereto. Each of the parties has had full opportunity to have this Agreement reviewed by an attorney acting on such party's behalf. The language of the Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties.

**16. Entire Agreement/Modifications and Amendments.** This Agreement and all attachments constitutes the entire agreement between HTA and Consultant as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, whether oral or written. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required.

**17. Assignment, Subcontract.** Consultant may not assign its rights, interests, duties or obligations under this Agreement without consent from HTA. Consultant may not subcontract Services without prior written consent from HTA.

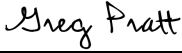
**18. Counterpart Signatures.** This Agreement may be signed in separate counterparts using facsimile, portable document format (PDF), or verifiable electronic signature platforms such as DocuSign. All counterparts, when signed, will be considered an original and binding, and all of which will constitute the same agreement.

**IN WITNESS WHEREOF,** the parties have executed this Agreement effective on the date of the last party signing.

*(Signatures on following page)*

**HUMBOLDT TRANSIT AUTHORITY:**

DocuSigned by:



HTA General Manager

Greg Pratt  
Designated Representative

11/17/2023

Date

(707) 443-0826 ext. 101

Phone

(707) 443-2032

Fax

[greg@hta.org](mailto:greg@hta.org)

Email Address

**CONSULTANT:**



LDA Partners, Inc, President

Eric Wohle, AIA

Designated Representative

11-17-23

Date

209.943.0405

Phone

209.943.0415

Fax

[ewohle@ldapartners.com](mailto:ewohle@ldapartners.com)

Email Address

## **EXHIBIT A SCOPE OF SERVICES**

The scope of services will include the following:

- Meet with client to confirm project goals, deliverables, and overall schedule.
- Review existing utility documents, data, maps, record drawings, and report provided by HTA.
  - It is understood and accepted that existing information provided by others may not be complete nor accurate (for example, the location of certain features may not be available or information provided may be incorrect) and may need to be verified under a separate scope of services or by the contractor during construction. Information provided during the review of existing documents will be compared with information obtained during the site visits and surveys to approximate the location of the existing features on the plans.
- Prepare letter to be sent to the following utility providers: City of Eureka, PG&E, Optimum, and AT&T.
  - Add to base mapping relevant information provided by utility companies.
  - Visible surface features will be spot checked against utility company mapping, but potholing or other forms of utility locating or verification of information by others will not be conducted under this scope. The team is not responsible for the accuracy of information provided by others. The information obtained under this scope will help guide future potholing scope and the overall future design process.
- Establish horizontal and vertical control for the HTA site based on the CA State Plane Coordinate System, CCS83 horizontal and NAVD 88 vertical.
- Surveying/mapping tasks are based on the following:
  - Research Public Records for Boundary and Utility Data
  - Conduct boundary and topographic survey of site in accordance with the ALTA/NSPS 2021 ALTA Standards. Optional Responsibilities from Table A included are Items 2,3,4,5,6b,7a,b(1),8,9,11a,b,13, 16,17,and 19. Survey will establish boundaries and easements identified in Title Report, if locatable of record. Survey Table A Items to be amended per Fiedler Group Survey Requirements dated 12/11/2021 for Table A Items 5, 6, 8, 9, 11, and 19 (included as Attachment 1 to this Exhibit).
  - Collect information for underground utilities based on visible physical evidence, drawings and utility mapping provided by HTA.
  - Prepare ALTA Land Title Survey per 2021 ALTA/NSPS Minimum Standard Detail Requirements including items of Optional Responsibilities Table A, noted above. Survey will be plotted showing the relevant information obtained including found boundaries, easements, and utilities serving the property. One-foot contours and spot elevations will be shown along with other data as required by 2021 ALTA Standards and as provided to the Team will be plotted at an appropriate scale.
  - Create certification based on 2021 ALTA/NSPS standard to parties identified by Client.
- A preliminary base map for the project will be prepared using the topographic survey. Additional field data, utility information and boundary information will be added to the

base map. Mapping will be prepared on the NAVD88 vertical datum and California State Plane coordinate system. Drawings will be prepared at a drawing scale of 1 inch = 20 feet, unless otherwise requested or recommended, with a one-foot contour interval and spot elevations.

Deliverables to be completed no later than January 15<sup>th</sup>, 2024:

- Report documenting survey results
- PDF of drawings
- CAD files of survey results

Exclusions - Scope of work for this proposal shall not include:

- 1) Any permit, governmental, or plan check fees required by this work.
- 2) All reproduction costs.
- 3) Design or construction documents of individual buildings, utilities, or site.
- 4) Building Hazardous Materials Investigations, surveys or abatement, or removal.
- 5) Revisions to plans beyond the initial revisions contemplated herein. Any revisions beyond those contemplated will be performed on an hourly basis, in accordance with the schedule listed herein.
- 6) LDA Partners cannot assume responsibility for construction means, methods, techniques, sequences or procedures, safety precautions, programs connected with the work, or for acts and omissions by the Contractor, subcontractors, or others.
- 7) Additional service beyond those herein listed as part of this scope of work.
- 8) Additional services caused by project delays or interruption, or other services beyond those listed herein.
- 9) LEED design, documentation, or Commissioning
- 10) Services related to any modification, redesign, or reconstruction of improvements beyond the Project boundary including walkways, parking, fencing, landscaping, other existing structures or buildings.
- 11) Hidden condition investigations, subsurface investigations, destructive testing, or non-destructive testing of existing site.
- 12) Testing and/or evaluation of any off-site utilities.
- 13) Services related to entitlements and/or environmental clearance, including without limitation applications for variances or modifications to CEQA clearances already obtained.
- 14) Property title report services. To be provided by client.
- 15) Potholing or other detection of underground utilities by private underground locator (radar) is not included. USA markings will be requested by Consultant prior to survey - if provided such markings will be located during the field survey process.
- 16) Potholing or ground penetrating radar to be provided by selected general contractor to verify potential utility locations.
- 17) Presentations to any other boards or commissions with jurisdiction over any aspect of the Project.
- 18) Cost estimates or reconciliation with other estimates.
- 19) It is assumed all existing utilities have the capacity for the proposed future improvements and utility studies are not included.

Should our services be required in addition to these allocations, all additional services will be provided on an hourly basis, in accordance with the following schedule:

- Per Exhibit B

Services provided by the Architect and his Consultants will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to LDA Partners in connection with the performance of this Agreement, shall be held confidential by LDA Partners.



**ATTACHMENT 1**  
**FIEDLER GROUP SURVEY REQUIREMENTS**  
**12/11/2021**

Prepare an ALTA/NSPS Land Title Survey ***FOR DESIGN***, using the current minimum standard detail requirements (2021) and subsequent updates, including optional items: 2, 3, 4, 5, 6b, 7 a & b (1), 8, 9, 11 a & b, 13, 16, 17, 19 and 20 from Table A. Optional items 5, 6, 8, 9, 11, 19 and 20 are amended as follows:

- 5) Provide topographical information and contour lines, at satisfactory intervals (1.0' max.). Locate and show spot elevations of all visible utility manholes, cleanouts, valves, and structures. Whenever possible, include topographical information 50 feet beyond property lines and for all adjacent road/driveway intersections, sidewalks, curbs (FL & TC), medians, etc. Topographical information (surface) shall also be provided in Civil 3D or 3D Faces.
- 6) If a zoning report or letter is not provided to the surveyor by the client, it is the surveyor's responsibility to obtain the applicable zoning information from the Authority Having Jurisdiction, and graphically depict the requirements (text form is acceptable). Identify the date and source of the zoning information.
- 8) In addition to the items listed in 8; show canopies, enclosed docks, site lights, landscaped areas, and any other related building or common area improvements. All buildings and improvements must be located and dimensioned.
- 9) In addition to showing parking areas, striping and number of spaces; locate and dimension each typical space and show the total number of parking spaces if more than one area is provided for parking.
- 11) In addition to the items listed in 11; show all roof and surface drainage lines including their outfalls, all utility lines located in adjacent streets, as well as connections that service the subject property including, but not limited to: sewer, storm drain, water, gas, electric and telephone. Provide inverts for sanitary and storm sewers.
- 19) Minimum Professional Liability Insurance of \$1 million per occurrence.

In addition to the items from Table A and the amended items above, the following should also be included:

- 20) Soil Borings - Surveyor to inquire if soil borings have been or will be performed on the subject property and make all reasonable efforts to locate these borings including surface elevation.

The survey must contain a signed and sealed certification statement per the ALTA/NSPS standards acknowledging the items included from Table A and the additional Fiedler Group Survey Requirements listed in this document dated 12/11/2021.

## MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS (Effective February 23, 2021)

1. **Purpose** - Members of the American Land Title Association® (ALTA®) have specific needs, unique to title insurance matters, when asked to insure title to land without exception as to the many matters which might be discoverable from survey and inspection, and which are not evidenced by the public records.

For a survey of real property, and the plat, map or record of such survey, to be acceptable to a title insurance company for the purpose of insuring title to said real property free and clear of survey matters (except those matters disclosed by the survey and indicated on the plat or map), certain specific and pertinent information must be presented for the distinct and clear understanding between the insured, the client (if different from the insured), the title insurance company (insurer), the lender, and the surveyor professionally responsible for the survey.

In order to meet such needs, clients, insurers, insureds, and lenders are entitled to rely on surveyors to conduct surveys and prepare associated plats or maps that are of a professional quality and appropriately uniform, complete, and accurate. To that end, and in the interests of the general public, the surveying profession, title insurers, and abstracters, the ALTA and the NSPS jointly promulgate the within details and criteria setting forth a minimum standard of performance for ALTA/NSPS Land Title Surveys. A complete 2021 ALTA/NSPS Land Title Survey includes:

- (i) the on-site fieldwork required pursuant to Section 5,
- (ii) the preparation of a plat or map pursuant to Section 6 showing the results of the fieldwork and its relationship to documents provided to or obtained by the surveyor pursuant to Section 4,
- (iii) any information from Table A items requested by the client, and
- (iv) the certification outlined in Section 7.

2. **Request for Survey** - The client shall request the survey, or arrange for the survey to be requested, and shall provide a written authorization to proceed from the person or entity responsible for paying for the survey. Unless specifically authorized in writing by the insurer, the insurer shall not be responsible for any costs associated with the preparation of the survey. The request must specify that an "**ALTA/NSPS LAND TITLE SURVEY**" is required and which of the optional items listed in Table A, if any, are to be incorporated. Certain properties or interests in real properties may present issues outside those normally encountered on an ALTA/NSPS Land Title Survey (e.g., marinas, campgrounds, mobile home parks; easements, leases, mineral interests, other non-fee simple interests). The scope of work related to surveys of such properties or interests in real properties should be discussed with the client, lender, and insurer, and agreed upon in writing prior to commencing work on the survey. When required, the client shall secure permission for the surveyor to enter upon the property to be surveyed, adjoining properties, or offsite easements.

### 3. **Surveying Standards and Standards of Care**

- A. **Effective Date** - The 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys are effective February 23, 2021. As of that date, all previous versions of the Minimum Standard Detail Requirements for ALTA/ACSM or ALTA/NSPS Land Title Surveys are superseded by these standards.
- B. **Other Requirements and Standards of Practice** - Many states and some local jurisdictions have adopted statutes, administrative rules, and/or ordinances that set out standards regulating the practice of surveying within their jurisdictions. In addition to the standards set forth herein, surveyors must also conduct their surveys in accordance with applicable jurisdictional survey requirements and standards of practice. Where conflicts between the standards set forth herein

and any such jurisdictional requirements and standards of practice occur, the more stringent must apply.

- C. **The Normal Standard of Care** - Surveyors should recognize that there may be unwritten local, state, and/or regional standards of care defined by the practice of the “prudent surveyor” in those locales.
- D. **Boundary** - The boundary lines and corners of any property or interest in real property being surveyed (hereafter, the “surveyed property” or “property to be surveyed”) as part of an ALTA/NSPS Land Title Survey must be established and/or retraced in accordance with appropriate boundary law principles governed by the set of facts and evidence found in the course of performing the research and fieldwork.
- E. **Measurement Standards** - The following measurement standards address Relative Positional Precision for the monuments or witnesses marking the corners of the surveyed property.
- i. “Relative Positional Precision” means the length of the semi-major axis, expressed in meters or feet, of the error ellipse representing the uncertainty in the position of the monument or witness marking any boundary corner of the surveyed property relative to the position of the monument or witness marking an immediately adjacent boundary corner of the surveyed property resulting from random errors in the measurements made in determining those positions at the 95 percent confidence level. Relative Positional Precision can be estimated by the results of a correctly weighted least squares adjustment of the survey. Alternatively, Relative Positional Precision can be estimated by the standard deviation of the distance between the monument or witness marking any boundary corner of the surveyed property and the monument or witness marking an immediately adjacent boundary corner of the surveyed property (called local accuracy) that can be computed using the full covariance matrix of the coordinate inverse between any given pair of points, understanding that Relative Positional Precision is based on the 95 percent confidence level, or approximately 2 standard deviations.
  - ii. Any boundary lines and corners established or retraced may have uncertainties in location resulting from (1) the availability, condition, history and integrity of reference or controlling monuments, (2) ambiguities in the record descriptions or plats of the surveyed property or its adjoiners, (3) occupation or possession lines as they may differ from the written title lines, or (4) Relative Positional Precision. Of these four sources of uncertainty, only Relative Positional Precision is controllable, although, due to the inherent errors in any measurement, it cannot be eliminated. The magnitude of the first three uncertainties can be projected based on evidence; Relative Positional Precision is estimated using statistical means (see Section 3.E.i. above and Section 3.E.v. below).
  - iii. The first three of these sources of uncertainty must be weighed as part of the evidence in the determination of where, in the surveyor’s opinion, the boundary lines and corners of the surveyed property should be located (see Section 3.D. above). Relative Positional Precision is a measure of how precisely the surveyor is able to monument and report those positions; it is not a substitute for the application of proper boundary law principles. A boundary corner or line may have a small Relative Positional Precision because the survey measurements were precise, yet still be in the wrong position (i.e., inaccurate) if it was established or retraced using faulty or improper application of boundary law principles.
  - iv. For any measurement technology or procedure used on an ALTA/NSPS Land Title Survey, the surveyor must (1) use appropriately trained personnel, (2) compensate for systematic errors, including those associated with instrument calibration, and (3) use appropriate error propagation and measurement design theory (selecting the proper instruments, geometric layouts, and field and computational procedures) to control random errors such that the maximum allowable Relative Positional Precision outlined in Section 3.E.v. below is not exceeded.
  - v. The maximum allowable Relative Positional Precision for an ALTA/NSPS Land Title Survey is 2 cm (0.07 feet) plus 50 parts per million (based on the direct distance between the two

corners being tested). It is recognized that in certain circumstances, the size or configuration of the surveyed property, or the relief, vegetation, or improvements on the surveyed property, will result in survey measurements for which the maximum allowable Relative Positional Precision may be exceeded in which case the reason shall be noted pursuant to Section 6.B.x. below.

4. **Records Research** - It is recognized that for the performance of an ALTA/NSPS Land Title Survey, the surveyor will be provided with appropriate and, when possible, legible data that can be relied upon in the preparation of the survey. In order to complete an ALTA/NSPS Land Title Survey, the surveyor must be provided with the following:
- A. The current record description of the real property to be surveyed or, in the case of an original survey prepared for purposes of locating and describing real property that has not been previously separately described in documents conveying an interest in the real property, the current record description of the parent parcel that contains the property to be surveyed;
  - B. Complete copies of the most recent title commitment or, if a title commitment is not available, other title evidence satisfactory to the title insurer;
  - C. The following documents from records established under state statutes for the purpose of imparting constructive notice of matters relating to real property (public records):
    - i. The current record descriptions of any adjoining to the property to be surveyed, except where such adjoining are lots in platted, recorded subdivisions;
    - ii. Any recorded easements benefitting the property to be surveyed; and
    - iii. Any recorded easements, servitudes, or covenants burdening the property to be surveyed; and
  - D. If desired by the client, any unrecorded documents affecting the property to be surveyed and containing information to which the survey shall make reference.

Except, however, if the documents outlined in this section are not provided to the surveyor or if non-public or quasi-public documents are otherwise required to complete the survey, the surveyor must conduct that research which is required pursuant to the statutory or administrative requirements of the jurisdiction where the surveyed property is located and that research (if any) which is negotiated and outlined in the terms of the contract between the surveyor and the client.

5. **Fieldwork** - The survey must be performed on the ground (except as may be otherwise negotiated pursuant to Table A, Item 15 below). Except as related to the precision of the boundary, which is addressed in Section 3.E. above, features located during the fieldwork shall be located to what is, in the surveyor's professional opinion, the appropriate degree of precision based on (a) the planned use of the surveyed property, if reported in writing to the surveyor by the client, lender, or insurer, or (b) the existing use, if the planned use is not so reported. The fieldwork shall include the following:

**A. Monuments**

- i. The location, size, character, and type of any monuments found during the fieldwork.
- ii. The location, size, character, and type of any monuments set during the fieldwork, if item 1 of Table A was selected or if otherwise required by applicable jurisdictional requirements and/or standards of practice.
- iii. The location, description, and character of any lines that control the boundaries of the surveyed property.

**B. Rights of Way and Access**

- i. The distance from the appropriate corner or corners of the surveyed property to the nearest right of way line, if the surveyed property does not abut a right of way.
- ii. The name of any street, highway, or other public or private way abutting the surveyed property, together with the width of the travelled way and the location of each edge of the travelled way including on divided streets and highways. If the documents provided to or obtained by the surveyor pursuant to Section 4 indicate no access from the surveyed property to the abutting street or highway, the width and location of the travelled way need not

- be located.
- iii. Visible evidence of physical access (e.g., curb cuts, driveways) to any abutting streets, highways, or other public or private ways.
  - iv. The location and character of vehicular, pedestrian, or other forms of access by other than the apparent occupants of the surveyed property to or across the surveyed property observed in the process of conducting the fieldwork (e.g., driveways, alleys, private roads, railroads, railroad sidings and spurs, sidewalks, footpaths).
  - v. Without expressing a legal opinion as to ownership or nature, the location and extent of any potentially encroaching driveways, alleys, and other ways of access from adjoining properties onto the surveyed property observed in the process of conducting the fieldwork.
  - vi. Where documentation of the location of any street, road, or highway right of way abutting, on, or crossing the surveyed property was not disclosed in documents provided to or obtained by the surveyor, or was not otherwise available from the controlling jurisdiction (see Section 6.C.iv. below), the evidence and location of parcel corners on the same side of the street as the surveyed property recovered in the process of conducting the fieldwork which may indicate the location of such right of way lines (e.g., lines of occupation, survey monuments).
  - vii. Evidence of access to and from waters adjoining the surveyed property observed in the process of conducting the fieldwork (e.g., paths, boat slips, launches, piers, docks).
- C. Lines of Possession and Improvements along the Boundaries**
- i. The character and location of evidence of possession or occupation along the perimeter of the surveyed property, both by the occupants of the surveyed property and by adjoining, observed in the process of conducting the fieldwork.
  - ii. Unless physical access is restricted, the character and location of all walls, buildings, fences, and other improvements within five feet of each side of the boundary lines observed in the process of conducting the fieldwork (see Section 5.E.iv. regarding utility poles). Trees, bushes, shrubs, and other vegetation need not be located other than as specified in the contract, unless they are deemed by the surveyor to be evidence of possession or occupation pursuant to Section 5.C.i.
  - iii. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the evidence, location, and extent of potentially encroaching structural appurtenances and projections observed in the process of conducting the fieldwork (e.g., fire escapes, bay windows, windows and doors that open out, flue pipes, stoops, eaves, cornices, areaways, steps, trim) by or onto adjoining property, or onto rights of way, easements, or setback lines disclosed in documents provided to or obtained by the surveyor.
- D. Buildings**  
The location of buildings on the surveyed property observed in the process of conducting the fieldwork.
- E. Easements and Servitudes**
- i. Evidence of any easements or servitudes burdening the surveyed property as disclosed in the documents provided to or obtained by the surveyor pursuant to Section 4 and observed in the process of conducting the fieldwork.
  - ii. Evidence of easements, servitudes, or other uses by other than the apparent occupants of the surveyed property not disclosed in the documents provided to or obtained by the surveyor pursuant to Section 4, but observed in the process of conducting the fieldwork if they are on or across the surveyed property (e.g., roads, drives, sidewalks, paths and other ways of access, utility service lines, utility locate markings (including the source of the markings, with a note if unknown), water courses, ditches, drains, telephone lines, fiber optic lines, electric lines, water lines, sewer lines, oil pipelines, gas pipelines).
  - iii. Surface indications of underground easements or servitudes on or across the surveyed property observed in the process of conducting the fieldwork (e.g., utility cuts, vent pipes, filler pipes, utility locate markings (including the source of the markings, with a note if unknown)).



- iv. Evidence on or above the surface of the surveyed property observed in the process of conducting the fieldwork, which evidence may indicate utilities located on, over or beneath the surveyed property. Examples of such evidence include pipeline markers, utility locate markings (including the source of the markings, with a note if unknown), manholes, valves, meters, transformers, pedestals, clean-outs, overhead lines, guy wires, and utility poles on or within ten feet of the surveyed property. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the extent of all encroaching utility pole crossmembers or overhangs.

**F. Cemeteries**

As accurately as the evidence permits, the perimeter of cemeteries and burial grounds, and the location of isolated gravesites not within a cemetery or burial ground, (i) disclosed in the documents provided to or obtained by the surveyor, or (ii) observed in the process of conducting the fieldwork.

**G. Water Features**

- i. The location of springs, ponds, lakes, streams, rivers, canals, ditches, marshes, and swamps on, running through, or outside, but within five feet of, the perimeter boundary of the surveyed property and observed during the process of conducting the fieldwork.
- ii. The location of any water feature forming a boundary of the surveyed property. The attribute(s) of the water feature located (e.g., top of bank, edge of water, high water mark) should be congruent with the boundary as described in the record description or, in the case of an original survey, in the new description (see Section 6.B.vi. below).

**6. Plat or Map** - A plat or map of an ALTA/NSPS Land Title Survey shall show the following information. Where dimensioning is appropriate, dimensions shall be annotated to what is, in the surveyor's professional opinion, the appropriate degree of precision based on (a) the planned use of the surveyed property, if reported in writing to the surveyor by the client, lender, or insurer, or (b) existing use, if the planned use is not so reported.

**A. Field Locations.** The evidence and locations gathered, and the monuments and lines located during the fieldwork pursuant to Section 5 above, with accompanying notes if deemed necessary by the surveyor or as otherwise required as specified below.

**B. Boundary, Descriptions, Dimensions, and Closures**

- i. (a) The current record description of the surveyed property, or  
(b) In the case of an original survey, the current record document number of the parent tract that contains the surveyed property.
- ii. Any new description of the surveyed property that was prepared in conjunction with the survey, including a statement explaining why the new description was prepared. Except in the case of an original survey, preparation of a new description should be avoided unless deemed necessary or appropriate by the surveyor and insurer. Preparation of a new description should also generally be avoided when the record description is a lot or block in a platted, recorded subdivision. Except in the case of an original survey, if a new description is prepared, a note must be provided stating (a) that the new description describes the same real estate as the record description or, (b) if it does not, how the new description differs from the record description.
- iii. The point of beginning, the remote point of beginning or point of commencement (if applicable) and all distances and directions identified in the record description of the surveyed property (and in the new description, if one was prepared). Where a measured or calculated dimension differs from the record by an amount deemed significant by the surveyor, such dimension must be shown in addition to, and differentiated from, the corresponding record dimension. All dimensions shown on the survey and contained in any new description must be horizontal ground dimensions unless otherwise noted.
- iv. The direction, distance and curve data necessary to compute a mathematical closure of the surveyed boundary. A note if the record description does not mathematically close. The basis

- of bearings and, where it differs from the record basis, the difference.
- v. The remainder of any recorded lot or existing parcel, when the surveyed property is composed of only a portion of such lot or parcel, shall be graphically depicted. Such remainder need not be included as part of the actual survey, except to the extent necessary to locate the lines and corners of the surveyed property, and it need not be fully dimensioned or drawn at the same scale as the surveyed property.
  - vi. When the surveyed property includes a title line defined by a water boundary, a note on the face of the plat or map noting the date the boundary was measured, which attribute(s) of the water feature was/were located, and the caveat that the boundary is subject to change due to natural causes and that it may or may not represent the actual location of the limit of title. When the surveyor is aware of natural or artificial realignments or changes in such boundaries, the extent of those changes and facts shall be shown or explained.
  - vii. The relationship of the boundaries of the surveyed property to its adjoiners (e.g., contiguity, gaps, overlaps) where ascertainable from documents provided to or obtained by the surveyor pursuant to Section 4 and/or from field evidence gathered during the process of conducting the fieldwork. If the surveyed property is composed of multiple parcels, the extent of any gaps or overlaps between those parcels must be identified. Where gaps or overlaps are identified, the surveyor must, prior to or upon delivery of the final plat or map, disclose this to the insurer and client.
  - viii. When, in the opinion of the surveyor, the results of the survey differ significantly from the record, or if a fundamental decision related to the boundary resolution is not clearly reflected on the plat or map, the surveyor must explain this information with notes on the face of the plat or map.
  - ix. The location of buildings on the surveyed property dimensioned perpendicular to those perimeter boundary lines that the surveyor deems appropriate (i.e., where potentially impacted by a setback line) and/or as requested by the client, lender or insurer.
  - x. A note on the face of the plat or map explaining the site conditions that resulted in a Relative Positional Precision that exceeds the maximum allowed pursuant to Section 3.E.v.
  - xi. A note on the face of the plat or map identifying areas, if any, on the boundaries of the surveyed property, to which physical access within five feet was restricted (see Section 5.C.ii.).
  - xii. A note on the face of the plat or map identifying the source of the title commitment or other title evidence provided pursuant to Section 4, and the effective date and the name of the insurer of same.
- C. Easements, Servitudes, Rights of Way, Access, and Documents**
- i. The location, width, and recording information of all plottable rights of way, easements, and servitudes burdening and benefitting the surveyed property, as evidenced by documents provided to or obtained by the surveyor pursuant to Section 4.
  - ii. A summary of all rights of way, easements, and other survey-related matters burdening the surveyed property and identified in the title evidence provided to or obtained by the surveyor pursuant to Section 4. Such summary must include the record information of each such right of way, easement or other survey-related matter, a statement indicating whether it lies within or crosses the surveyed property, and a related note if:
    - (a) its location is shown;
    - (b) its location cannot be determined from the record document;
    - (c) there was no observed evidence at the time of the fieldwork;
    - (d) it is a blanket easement;
    - (e) it is not on, does not touch, and/or - based on the description contained in the record document – does not affect, the surveyed property;
    - (f) it limits access to an otherwise abutting right of way;
    - (g) the documents are illegible; or
    - (h) the surveyor has information indicating that it may have been released or otherwise

terminated.

In cases where the surveyed property is composed of multiple parcels, indicate which of such parcels the various rights of way, easements, and other survey-related matters cross or touch.

- iii. A note if no physical access to an abutting street, highway, or other public or private way was observed in the process of conducting the fieldwork.
- iv. The locations and widths of rights of way abutting or crossing the surveyed property and the source of such information, (a) where available from the controlling jurisdiction, or (b) where disclosed in documents provided to or obtained by the surveyor pursuant to Section 4.
- v. The identifying titles of all recorded plats, filed maps, right of way maps, or similar documents that the survey represents, wholly or in part, with their recording or filing data.
- vi. For non-platted adjoining land, recording data and, where available, tax parcel number, identifying adjoining tracts according to current public records. For platted adjoining land, the recording data of the subdivision plat.
- vii. Platted setback or building restriction lines that appear on recorded subdivision plats or that were disclosed in documents provided to, or obtained by, the surveyor.
- viii. If in the process of preparing the survey the surveyor becomes aware of a recorded easement not otherwise listed in the title evidence provided, the surveyor must advise the insurer prior to delivery of the plat or map and, unless the insurer provides evidence of a release of that easement, show or otherwise explain it on the face of the plat or map, with a note that the insurer has been advised.

#### D. Presentation

- i. The plat or map must be drawn on a sheet of not less than 8 ½ by 11 inches in size at a legible, standard engineering scale, with that scale clearly indicated in words or numbers and with a graphic scale.
- ii. The plat or map must include:
  - (a) The boundary of the surveyed property drawn in a manner that distinguishes it from other lines on the plat or map.
  - (b) If no buildings were observed on the surveyed property in the process of conducting the fieldwork, a note stating “*No buildings observed.*”
  - (c) A north arrow (with north to the top of the drawing when practicable).
  - (d) A legend of symbols and abbreviations.
  - (e) A vicinity map showing the surveyed property in reference to nearby highway(s) or major street intersection(s).
  - (f) Supplementary or detail diagrams when necessary.
  - (g) Notes explaining any modifications to Table A items and the nature of any additional Table A items (e.g., 20(a), 20(b), 20(c)) that were negotiated between the surveyor and client.
  - (h) The surveyor’s project number (if any), and the name, registration or license number, signature, seal, street address, telephone number, company website, and email address (if any) of the surveyor who performed the survey.
  - (i) The date(s) of any revisions made by the surveyor who performed the survey.
  - (j) Sheet numbers where the plat or map is composed of more than one sheet.
  - (k) The caption “ALTA/NSPS Land Title Survey.”
- iii. When recordation or filing of a plat or map is required by state statutes or local ordinances, such plat or map shall be produced in the required form.

7. **Certification** - The plat or map of an ALTA/NSPS Land Title Survey must bear only the following unaltered certification except as may be required pursuant to Section 3.B. above:

To (name of insured, if known), (name of lender, if known), (name of insurer, if known), (names of others as negotiated with the client):



This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items \_\_\_\_\_ of Table A thereof. The fieldwork was completed on \_\_\_\_\_ [date].

*Date of Plat or Map: \_\_\_\_\_ (Surveyor's signature, printed name and seal with Registration/License Number)*

8. **Deliverables** - The surveyor shall furnish copies of the plat or map of survey to the insurer and client and as otherwise negotiated with the client. Hard copies shall be on durable and dimensionally stable material of a quality standard acceptable to the insurer. A digital image of the plat or map may be provided in addition to, or in lieu of, hard copies pursuant to the terms of the contract. If the surveyor is required to record or file a plat or map pursuant to state statute or local ordinance it shall be so recorded or filed.

**TABLE A****OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS**

*NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.*

**If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):**

1.  Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
2.  Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.
3.  Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
4.  Gross land area (and other areas if specified by the client).
5.  Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.
6.  (a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.
- (b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict those requirements on the plat or map and identify the date and source of the report or letter.
7.  (a) Exterior dimensions of all buildings at ground level.
- (b) Square footage of:
  - (1) exterior footprint of all buildings at ground level.
  - (2) other areas as specified by the client.

- (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.
8.  Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
9.  Number and type (e.g., disabled, motorcycle, regular, and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots, and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.
10.  As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.
11. Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:
- (a) plans and/or reports provided by client (with reference as to the sources of information)
- (b) markings coordinated by the surveyor pursuant to a private utility locate request.
- Note to the client, insurer, and lender – With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor’s assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.*
12.  As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client’s designated representative.
13.  Names of adjoining owners according to current tax records. If more than one owner, identify the first owner’s name listed in the tax records followed by “et al.”
14.  As specified by the client, distance to the nearest intersecting street.

15.  *Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.*
16.  *Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.*
17.  *Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.*
18.  *Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.*
19.  *Professional liability insurance policy obtained by the surveyor in the minimum amount of \$\_\_\_\_\_ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.*
20.  \_\_\_\_\_

Adopted by the American Land Title Association on October 1, 2020. More at: [www.alta.org](http://www.alta.org).  
Adopted by the National Society of Professional Surveyors on October 30, 2020. More at: [www.nsps.us.com](http://www.nsps.us.com).

**EXHIBIT B  
PAYMENT SCHEDULE**

Each task shall be performed for a fixed fee in the amount of \$124,500 as follows in accordance with the following schedules:

- Project Initiation: \$8,500
- Review Existing Documents: \$12,500
- Utility Company Investigation: \$11,000
- Topographic Survey: \$69,500
- Mapping Development: \$18,000
- Reimbursable Allowance: \$5,000

Reimbursable expenses are in addition to the compensation for basic services and shall include the actual expenditures made by the Consultant and his employees in the interest of the project, which are itemized as follows:

- Reproduction Costs
- Shipping/Postage
- Telephone Charges
- Computer Plotting
- Mileage outside of San Joaquin County

Should the project be terminated or extended beyond February 29<sup>th</sup>, 2024, the Architect shall be compensated for all acceptable services performed to date. All work will be billed on a monthly basis for services performed to date.

Should our services be required in addition to these allocations, all additional services will be provided on an hourly basis, in accordance with the following schedule:

- Principal Architect: \$275/hour
- Project Architect/Manger: \$250/hour
- Planner: \$225/hour
- Designer / Interiors: \$200/hour
- Job Captain: \$175/hour
- Draftsperson: \$170/hour
- Interior Designer: \$150/hour
- Clerical: \$90/hour
- Civil Project Director: \$328/hour
- Senior Engineer / QA / QC: \$328/hour
- Project Manager: \$209/hour
- Project Engineer: \$209/hour
- GIS: \$209/hour
- Finance: \$166/hour
- Admin Support: \$141/hour
- Surveying: Prevailing Wage

Except as allowed under Section 3, all monthly billings not paid within 30 days shall be considered past due, and shall accrue interest from the 31st day at a rate of 1-1/2% per month or 18% per annum. The Consultant may at his discretion terminate services if payments are not made within 30 days. Changes to the scope of work shall be subject to renegotiation.