



Stantec Consulting Services Inc.
2646 Santa Maria Way, Suite 107, Santa Maria CA 93455

September 28, 2023
File: 202482011.012.0022

Attention: Bill Hurst
Romaldo Water Company
PO Box 20332
Santa Barbara, CA 93120

Reference: Proposal for Professional Surveying Services for the Romaldo Water Company

Dear Mr. Hurst,

It is our pleasure to provide you with this proposal for professional surveying services at 5599 W Camino Cielo, Santa Barbara, California.

It is our understanding that the Romaldo Water Company is in need of documentation and mapping for approximately 2,000 linear feet of existing waterlines located on or near Assessor's Parcel Numbers 153-100-009, -010, -011, -014, -015, -016, -017, -018, -019, and 153-090-006.

We are proposing to provide the enclosed scope to satisfy these needs. If you have any questions or concerns, please do not hesitate to contact us. If this proposal meets with your satisfaction, please authorize, and return a copy at your convenience.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Ian McClain, PLS
Senior Surveyor
Phone: (805) 357-1348
Ian.McClain@Stantec.com

Jim Wilson, PLS
Senior Surveyor
Phone: (805) 308-9157
Jim.Wilson@stantec.com

Attachment: 2023 Rate Sheet | Standard Terms and Conditions

c. File

Design with community in mind



September 28, 2023

Attention: **Bill Hurst**

Page 2 of 5

Reference: **Proposal for Professional Surveying Services for the Romaldo Water Company**

SCOPE OF WORK

Stantec shall provide the following services:

Legal Description and Plat Exhibits

- Draft boundary in an AutoCAD base mapping file of the existing George Hanley Tract, recorded in Book 43, Page 53 of Maps. This map depicts the underlying parcels that the waterlines cross. This base map will be used as the basis for exhibits and other mapping.
- Perform ground-truthing field survey to as-built locate the existing waterlines to be mapped.
- Prepare Legal Description Exhibits and corresponding plat map Exhibit Maps for the subject water lines areas, to be attached to a deed prepared by others. Based upon the understanding of the project, 5 sets of documents are needed.
- Up to one (1) set of revision to address comments by attorneys, government reviewers, or other interested parties, is included in this scope.

Aerial Topographic Mapping

- Coordinate with aerial mapping company to obtain aerial photography, LIDAR and topographic mapping compiled at a scale of 1-inch equals 20 feet, with a one foot contour interval as an AutoCAD drawing file.
- Set and locate local control points for the aerial survey, referenced to published horizontal and vertical geo-referenced datums such as State Plane Coordinates (SPC) on the North American Datum of 1983 (NAD83) and North American Vertical Datum (NAVD88), or other applicable local control networks. Set points will be durable in nature, such as a spike and washer in pavement or one-half inch iron pipe with plug and sufficient to be recovered and used for the life of the project. Surveyor's notes on the method of establishment and datum used, as well as a point coordinate listing with descriptions of the points will be included with deliverables.
- Prepare an AutoCAD base map drawing for the project base map, including a title sheet with surveyor's notes, vicinity map and legend.
- Note: If client determines the need to remove panels, this cost will be incurred by the client.

DELIVERABLES

Legal Description and Plat Exhibits, and AutoCAD drawing files signed and sealed by California Licensed Land Surveyor in pdf format via email. Hard copies with wet seal and signature available upon request.



September 28, 2023
Attention: Bill Hurst
Page 3 of 5

Reference: Proposal for Professional Surveying Services for the Romaldo Water Company

ASSUMPTIONS AND EXCLUSIONS

Assumptions

This proposal was based on the following assumptions related to the proposed project:

- Additional requirements may affect the proposed costs and items above.
- Client to provide access to the site and any notification to onsite owners, tenants, or interested parties as you determine necessary of our field survey activities.
- In performing its services, Stantec may receive information prepared or compiled by others, including plans, CAD files, and/or other information. Stantec is entitled to rely upon the accuracy and completeness of said information, without independent evaluation or verifications. Stantec will not be held liable for any errors or omissions resulting from the use of plans or data provided by the client or client's agents in completing the scope of work.

Exclusions

Items not specifically identified in the Scope of Work sections of this proposal are to be excluded from this work effort and would be considered additional services. Such services would include, but are not limited to, the following:

- Additional exhibits or documents not specifically outlined herein.
- Construction Staking Services.
- Resolving discrepancies in existing property lines.
- Boundary surveying, including the filing of a Record of Survey Map or Corner Records.
- Setting survey monuments or staking any line of any kind (i.e., boundary, easement, setback, etc.)
- Utility research, including requests from providers for service base maps or atlases, USA field location requests, detection services and potholing services.
- Engineering or design services of any kind.
- Revisions to work completed or underway due to a change in information or instruction provided to Stantec by the Client or Client's consultant(s).
- Reimbursable expenses, such as photocopies, postage, shipping / delivery, mileage, prints, maps/documents.

PROPOSED FEE AND METHOD OF PAYMENT

Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services, not including reimbursable expenses, will be approximately:

Legal Description and Plat Exhibits	\$14,500
Aerial Topographic Mapping	\$21,500



September 28, 2023

Attention: **Bill Hurst**

Page 4 of 5

Reference: Proposal for Professional Surveying Services for the Romaldo Water Company

The estimated fee is a maximum for the work proposed based on the direction and information provided by your office. Work performed will be billed monthly on a time & materials basis and is due and payable thirty (30) days from receipt of invoice.

Direct costs, such as filing fees, will be paid by the Client. Reimbursable costs, such as printing, all reproduction, blueprinting, travel and lodging (as applicable), and photocopying will be billed at cost (plus 10-percent). All extra work shall be performed on a time-and-materials basis per the standard Fee Schedule attached.

Should the Project be put on hold by the Client or Agency for a period of six (6) months or longer, Stantec will have the right to review the contract fee summary and make appropriate revisions based on annual adjustments to Stantec's specific division's fee schedule, changes to the scope of services, as well as startup cost incurred by Stantec.

This proposal and fee summary are valid for 90 days from the date of preparation. If a contract is not executed within this time frame, Stantec has the right to adjust the scope of services and/or fee summary based on changes in project direction, new information provided to our office, or an adjustment made to Stantec's specific division's fee schedule.

Stantec has the right to adjust the contract fee terms and remaining balances based on yearly adjustments made to Stantec's specific division's fee schedule.

ADDITIONAL SERVICES

Services performed outside the scope of this agreement require written approval prior to performance of the work. Design changes by Owner/Client or designee after the start of design shall be considered additional services. Any work requested by Owner/Client that is outside the scope of this agreement will be identified by Stantec as such, and a fixed fee or not-to-exceed amount will be agreed upon prior to the start of the additional work. Compensation for additional services shall be in accordance with Exhibit "A", Stantec's Billing Rate Schedule currently in effect.

TIME OF PERFORMANCE

Based on our current workload, the survey can be delivered in approximately 15 to 20 business days from authorization to proceed. If your needs dictate a shorter timeframe, Stantec will make every effort to accommodate your schedule.



September 28, 2023
Attention: Bill Hurst
Page 5 of 5

Reference: Proposal for Professional Surveying Services for the Romaldo Water Company

AUTHORIZATION

By signing this proposal, Romaldo Water Company authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on this day of _____.

Per: Romaldo Water Company

Print Name & Title

Signature



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

Liability of Consultant shall be further limited to such sum as it would be just and equitable for Consultant to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be



used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

SCHEDULE OF BILLING RATES – 2023



Billing Level	Hourly Rate	Description												
3	\$111	Junior Level position <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods, and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience												
4	\$122													
5	\$139													
6	\$143	Fully Qualified Professional Position <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience												
7	\$152													
8	\$162													
9	\$168	First Level Supervisor or first complete Level of Specialization <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience												
10	\$173													
11	\$189													
12	\$198	Highly Specialized Technical Professional or Supervisor of groups of professionals <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short- and long-range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience												
13	\$209													
14	\$219													
15	\$232	Senior Level Consultant or Management <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience												
16	\$256													
17	\$265													
18	\$270	Senior Level Management under review by Vice President or higher <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience												
19	\$281													
20	\$291													
21	\$309													
Survey Crews		<table border="1"> <thead> <tr> <th>Crew Size</th> <th>Regular Rate</th> <th>Overtime Rate</th> </tr> </thead> <tbody> <tr> <td>1-Person</td> <td>\$200</td> <td>\$260</td> </tr> <tr> <td>2-Person</td> <td>\$310</td> <td>\$420</td> </tr> <tr> <td>3-Person</td> <td>\$420</td> <td>\$580</td> </tr> </tbody> </table>	Crew Size	Regular Rate	Overtime Rate	1-Person	\$200	\$260	2-Person	\$310	\$420	3-Person	\$420	\$580
Crew Size	Regular Rate	Overtime Rate												
1-Person	\$200	\$260												
2-Person	\$310	\$420												
3-Person	\$420	\$580												

Expert Witness Services carry a 50% premium on labor. Overtime may be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.