



Hidden Valley Lake Community Services District

Special Meeting - Agenda

Thursday August 6, 2020 – 12:30 P.M.

DUE TO THE EVOLVING SITUATION WITH THE COVID-19 NOVEL CORONAVIRUS AND THE STATE OF CALIFORNIA STAY AT HOME ORDER, EXECUTIVE ORDER N-33-20, THIS MEETING SHALL ONLY BE AVAILABLE TO THE PUBLIC VIA TELECONFERENCE

To join this meeting go to the <https://www.hvlcscd.org> select the August 6, 2020 Special Meeting and select Join Microsoft Teams Meeting select Join on the web instead.

Members of the public are encouraged to submit their comments prior to 4 p.m. on August 5, 2020. Submitted comments from the public will be acknowledged by the Board as related to the agenda item.

Mail comments to the Board Secretary, Hidden Valley Community Services District, 19400 Hartmann Road, Hidden Valley Lake, Ca 95467 or email to pcuadras@hvlcscd.org.

DATE: August 6, 2020

TIME: 12:30 PM

PLACE: Hidden Valley Lake CSD
Administration Office, Boardroom
19400 Hartmann Road
Hidden Valley Lake, CA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. DISCUSSION AND POSSIBLE ACTION: Approve proposal for survey of 2.2 acres within remaining parcel of APN 142-301-01
6. **PUBLIC COMMENT**
7. **BOARD MEMBER COMMENT**
8. **ADJOURN**

Public shall be given the opportunity to comment on each agenda item before the Governing Board acts on that item, G.C. 54953.3. All other comments will be taken under Public Comment. Board Packets are posted on our website at www.hvlcscd.org/meetings. Public records are available upon request.

In compliance to the Americans with Disabilities Act, if you need special accommodations to participate in or attend the meeting please contact the District Office at 987-9201 at least 48 hours prior to the scheduled meeting.

**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: August 6, 2020

AGENDA ITEM: Approve proposal for survey of 2.2 acres within remaining parcel of APN 142-301-01

RECOMMENDATIONS: Approve proposal for survey of 2.2 acres within remaining parcel of APN 142-301-01

FINANCIAL IMPACT: \$7,070

FUND/AMT: 130-5-00-5123 Other Professional Services

BACKGROUND:

In the anticipation of the Unit 9 Tank project going live, it was former IGM Paul Kelley's intent to establish a land solution that would meet the design requirements of the project. HVLCSO had a need to expand the parcel on which our water tank is located, and HVLA is interested in expanding a parcel they own to build a maintenance building and storage yard.

After exploring a number of options, it appears that granting easements on the properties in question is the most viable option. The HVLCSO parcel in which HVLA is interested is APN 144-011-02, which is 2.18 acres in size. Attached is the proposal from Cinquini & Passarino to conduct the necessary survey work to be included in the easement documentation. Once complete, the easement can be drafted.

UPDATE: Board meeting on 7/21/2020 tabled this approval which in turn postponed the development of the Easement Contract. A Letter of Intent was drafted by counsel and submitted to Randy Murphy, the General Manager of HVLA. Attached is a fully executed copy of this document, as well as the original proposal from Cinquini & Passarino.

Modification to recommendation and/or other actions:

I, Penny Cuadras, Secretary to the Board, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular board meeting thereof held on August 6, 2020 by the following vote:

Ayes:

Noes:

Abstain:

Absent

Secretary to the Board



Randy Murphy
General Manager
Hidden Valley Lake Association
18174 Hidden Valley Rd
Hidden Valley Lake, CA 95467

Subject: Letter of Intent Concerning Exchange of Easement Interests

Dear Mr. Murphy,

This Letter of Intent (LOI) between the Hidden Valley Lake Community Services District (District) and the Hidden Valley Lake Association (Association) describes the intention of the District and Association to negotiate for the exchange of certain easement rights.

The Association has an interest in a District owned parcel that is 2.18 acres in size which would be put to use as a storage building for Association purposes. The District has an interest in an approximately equal portion of land owned by the Association which would be put to use as a site for a potable water storage tank and associated facilities.

In the interest of equity, the District has agreed to conduct, at its expense, a survey of the Association's property to legally identify 2.18 acres within the Association's larger parcel (36 acres) that would be appropriate for exchange. Once appropriately located acreage has been identified and a legal description produced, both the Association and the District intend to prepare and execute permanent, irrevocable easement agreements for both properties.

The District and Association shall each bear its own costs to complete the transaction, including purchase price (if any), associated out-of-pocket costs, legal fees, and costs to prepare the documents. The District and Association shall, in good faith, negotiate the terms of the easements including, but not limited to: size and location of easements, price, ingress and egress, use conditions and limitations, indemnity, and other terms. The District and Association intend for the easements to be permanent and irrevocable in recognition of the significant investments each intends to make on the subject properties.

This LOI constitutes an expression of intent only regarding the terms and conditions on which the District and Association intend to negotiate and shall not be deemed to create a binding obligation until mutually agreeable easement agreements have been approved by both the District's and Association's governing boards.



of the easement agreements. If the parties are unable to produce mutually agreeable easement agreements, they shall have no further obligations to each other pursuant to this LOI.

If you concur with the above, please have the appropriate official sign this LOI and return to District at, 19400 Hartmann Rd, Hidden Valley Lake, CA 95467; attention, Dennis White.

Sincerely,

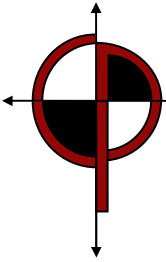
Board President
Hidden Valley Lake Community Services District

Date: 8/3/20

Hidden Valley Lake Association

By: 
Its: General Manager

Date: 8/3/20



▲ BOUNDARY ▲ TOPOGRAPHIC ▲ CONSTRUCTION
▲ RAILROAD ▲ INFRASTRUCTURE ▲ HYDROGRAPHIC

P 10483(B)

July 16, 2020

Ms. Alyssa Gordon
Hidden Valley Lake CSD
19400 Hartmann Rd.
Hidden Valley Lake, CA 95467
Ph: 707.987.9213
VIA EMAIL: AGORDON@HVLCS.D.ORG

**Re: Proposal for Legal Description and Plat
 APN 142-301-01 Hidden Valley Lake**

Dear Ms. Gordon,

Enclosed please find a copy of our Standard Agreement for review. If this Agreement is acceptable to you please sign and initial where indicated, and return the agreement to our office for signature. We will e-mail you a fully executed copy for your records.

Please call me at (707) 690-9025 if you have any questions or concerns.

Very truly yours,
CINQUINI & PASSARINO, INC.

Davit Sulam, PLS

Enclosures

This form is provided as a membership service by:



Agreement for Professional Services Between Client and Consultant

Project No: _____

THIS AGREEMENT is made and entered into at Santa Rosa, California

effective this _____ day of _____, 2020 by and between:

CONSULTANT: License/Registration No. PLS 7935

Name Cinquini & Passarino, Inc.

Address 1360 N. Dutton Avenue, Suite 150

Santa Rosa, CA 95401

Telephone No. (707) 542-6268 Facsimile No. (707) 542-2106

CLIENT:

Name Hidden Valley Lake CSD

Address 19400 Hartmann Road

Hidden Valley Lake, CA 95467

Email: agordon@hvlcsd.org

Telephone No. 707.987.9213 Facsimile No.: _____

The property upon which the services hereinafter described are to be performed is located at _____

Hidden Valley Lake, California

Assessors Parcel No(s) 142-301-01 ("the Property").

A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Client agrees to engage Consultant according to the terms of this agreement ("the Agreement").

1. Consultant agrees to perform the services set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Services").
2. Client agrees to compensate Consultant for its Services according to the schedule of payments attached hereto as Exhibit "B" and incorporated herein by this reference ("Schedule"). Consultant reserves the right to increase the fees set forth in Exhibit "C" at reasonable intervals.
3. Client agrees to provide Consultant with any and all documents necessary to identify the ownership, location and condition of the Property, including, but not limited to, deeds, maps, title information, and permits; and to obtain for Consultant the authorization of the owner to enter upon the Property for the purpose of conducting Consultant's Services thereon.

B. GENERAL PROVISIONS

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

1. **Ownership of Work Product.** Client acknowledges that all original papers, documents, maps, surveys, and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant. Consultant shall have the unrestricted right to use any such work product, for any purpose whatsoever, without the consent of Client. Client further acknowledges that its right to utilize the

Services and work product performed 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 obligations under this Agreement.

2. **Use of Work Product.** Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, or other work product ("Work Product") prepared by Consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefore.

Client further agrees that final Work Product is for the sole use of Client for the specific purpose described in this Agreement. Such final Work Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction.

3. **Changes in Work Product.** In the event the Client agrees to permit or authorizes changes in the documents prepared by Consultant pursuant to this Agreement, to which changes Consultant has not previously consented to in writing, Client acknowledges that such changes and the effects thereof are not the responsibility of Consultant and Client agrees that Consultant is automatically released from any and all liability arising therefrom and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising therefrom unless caused by the sole negligence or willful misconduct of Consultant.

4. **Copyright.** All Work Product identified in this Agreement as within the scope of Services of Consultant, shall be deemed protected as if such Work Product was within the protections against third-party use and disclosure of the general copyright law of the United States as well as California, including common law and statutory law, whether or not such Work Product actually is so copyrighted and without regard to whether or not such copyright law actually applies to such Work Product.

5. **Billing.** All fees and other charges attributable to this Agreement will be billed by Consultant monthly and shall be due and payable by Client at the time of billing unless otherwise specified in this Agreement. Client agrees that all billings from Consultant to Client are correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of such billing, notifies Consultant in writing of its objection stating the alleged inaccuracies, discrepancies, or errors in the billing. In the event Client so notifies Consultant of such objection, Client shall nevertheless pay the billed amount and address such objection thereafter.

6. **Payment By Others.** If payment for Consultant's Services is to be made on behalf of Client by a third-party, including a lender, Client agrees that Consultant shall not be required to indemnify the third-party in the form of any endorsement or otherwise, as a condition to Consultant's right to receive payment for Services. This Agreement shall not be conditioned upon financing. Client represents that it has adequate funds for the payment of Consultant's fees, and the validity of this Agreement is not dependent upon Client obtaining financing, or on any other condition.

7. **Late Charges.** In the event Client fails to make payments under this Agreement, it would be difficult to fix the damages suffered by Consultant because of varying rates of interest and inflation and because late payment impairs capital and business operations. The parties therefore agree that a charge of 1.5 percent per month will be assessed on all overdue balances. This rate represents a reasonable estimate of fair compensation for the foreseeable losses that might result from late payment.

8. **Suspension or Termination of Agreement.** In addition to any and all rights of Consultant under this Agreement or otherwise for default of Client, Consultant shall have the right to suspend or terminate this Agreement upon the occurrence of any of the following events:

- (a) Death of Client,
- (b) Change in fifty percent (50%) or more in the ownership of Client,
- (c) Any material breach by Client of any provision of this Agreement, including the failure to make any payment when due, if such material breach remains uncured for more than twenty days following written notice to Client describing the nature of the breach and demand for cure.

Consultant may exercise the right of suspension or termination as provided herein by the delivery of written notice to Client informing Client of the suspension or termination, the effective date of such termination or suspension, and reason for same. Any written notice required under this Agreement shall be deemed to have been delivered to Client three days after the deposit of said notice in the U.S. Mail, first class postage prepaid, addressed to the Client at the address appearing at the outset of this Agreement, unless Client has previously provided Consultant with written notice of a change of address.

9. **Early Termination Release.** Consultant has a right to complete all Services agreed to be rendered pursuant to this contract. In the event this Agreement is terminated before the completion of all Services, unless Consultant is responsible for such early termination, Client agrees to pay Consultant the full contract price and that any such termination shall automatically release Consultant from any liability for any Services performed.

10. **ALTA Surveys.** Client agrees that in performing requested ALTA surveys in accordance with this Agreement, Consultant may be required to sign a statement on the survey documents in a form set forth in Exhibit 1 attached hereto and incorporated herein by this reference. In the event that Consultant is required to sign a statement or certificate which differs from that contained in Exhibit 1, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any such different statement.

11. **Government Changes.** If Consultant, pursuant to this Agreement, produces Work Product and/or performs field services, and such Work Product and/or field services is/are required by one or more governmental agencies, and such governmental agency changes its ordinances, policies, procedures or requirement after the date of this Agreement, any additional office or field services thereby required shall be paid for by Client as extra services.

12. **Changed Conditions.** In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's Services before further activity proceeds. Further, Client agrees that any construction contracts for any project which involves Consultant's Work Product shall include a provision that requires the contractor to notify Client of any changed field or other conditions after which Client shall timely notify Consultant.

13. **Additional Services.** Client acknowledges that the Services described in Exhibit "A" are based upon field and other conditions existing at the time of the execution of this Agreement. Client further acknowledges that clarifications, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. If Consultant determines that changed field or other conditions reasonably require or otherwise justify the provision of services in addition to those specified in this Agreement (such services to be referred to hereafter as "Additional Services"), Consultant shall by whatever means Consultant deems reasonable under the circumstances attempt to notify Client of the nature of such changed field or other conditions and the need for Additional Services. Regardless if Consultant successfully notifies Client of the changed field or other conditions and the need for Additional Services, Client authorizes Consultant to provide the Additional Services and agrees to pay for same at the rates set forth on Exhibit "C" attached hereto and incorporated herein by this reference. Any such Additional Services shall be performed subject to the terms and conditions of this Agreement as if specifically provided for herein.

14. **Locating, Referencing or Resetting Monuments.** In the event Consultant is required to locate, reference, or reset any monument in order to comply with section 8771 of the Business and Professions Code, or any other statute, rule, ordinance, or directive, the cost shall be paid by Client as extra services. In addition, Client shall pay all costs incurred in the preparation of documents related to locating, referencing or resetting monuments.

15. **Restaking.** In the event that Consultant's staking is 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 Additional Services.

16. **Payment of Costs.** Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement. In the event all or any portion of the Services are suspended, and restarted, Client agrees to pay Consultant on demand, as extra service, any additional expense or services required by Consultant as a result of suspension of the Services.

17. **Records of Survey.** Client acknowledges and agrees that if Consultant provides surveying services, which require the filing of a Record of Survey in accordance with Business and Professions Code Section 8762, all costs of preparation, examination and filing of such Record of Survey will be paid for by Client as extra services.

18. **Governmental Actions.** 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.

19. **Performance of Others.** Client acknowledges that Consultant is not responsible for the performance of services by third parties including, but not limited to, engineers, architects, contractors, subcontractors, or suppliers.

20. **Delays.** Consultant is not responsible for delay caused by activities or factors beyond Consultant's control including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to timely furnish information or approve or disapprove Consultant's work, faulty performance by Client or others, including contractors and governmental agencies. In the event such delays occur, Client agrees to save and hold Consultant harmless therefore.

21. **Bankruptcy.** Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations under this Agreement if Consultant receives notice that Client has filed a voluntary petition for Bankruptcy or if an involuntary Bankruptcy petition is filed against Client, and such 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.

22. **Lien Rights.** This Agreement shall not be construed to alter, affect or waive any lien or stop notice right or other remedy, which Consultant may have for the performance of Services pursuant to this Agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the Property on which Consultant is to perform its Services. Client also agrees to separately provide Consultant with the name and address of any and all persons, including lenders, who are entitled to receive a preliminary notice.

23. **Hold Harmless.** Client agrees to be solely and completely responsible for job-site conditions during the course of Consultant's performance, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and Client further agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged, in connection therewith, except liability arising from the sole negligence or willful misconduct of Consultant.

~~24. **Insurance.** Client agrees to purchase and maintain, at no cost to Consultant, during the course of Consultant's Services under this Agreement, the following insurance coverages: (1) a broad form "all risk" policy of insurance with course of construction, vandalism, and malicious mischief clauses attached, (2) workman's compensation insurance where applicable, and (3) insurance against injuries to persons under Client's direction and persons on the job-site at Client's invitation. Said insurance shall be obtained in such amounts and with such insurers as are acceptable to Consultant. Consultant shall be named as an additional insured under each policy. Should Client fail to obtain said insurance, Consultant may procure same as agent for and at the expense of Client, but is not required to do so.~~

~~25. **Liability Limits.** Client agrees that Consultant's total liability to Client, its agents, employees, contractors, subcontractors, successors and assigns, for professional negligence, acts, errors or omissions of Consultant, shall be limited to \$50,000 or Consultant's fees, whichever is greater.~~

26. **Estimates.** Estimates of areas provided under this Agreement are not to be considered precise unless Consultant specifically agrees in writing to provide the precise determination of such areas.

27. **No Representations.** Consultant makes no representation concerning any estimated quantities or calculated areas or costs made in connection with maps, documents or other Work Product other than that all such calculations and estimates are estimates only and Consultant shall not be responsible for fluctuations therein. It is the responsibility of Client to verify these matters.

28. **Non-Responsibility for Job-Site Conditions.** Consultant assumes no responsibility for job-site conditions during the course of construction on the project, including safety of persons and property.

29. **No Warranties.** Consultant makes no warranty, either express or implied, as to its findings, recommendations, or professional advice except that the service was performed pursuant to generally accepted standards of practice in effect at the time of performance.

30. **Nonliability for Hazardous Materials.** 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, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrants that the job-site is free from any hazard which may result from the existence of such materials.

Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents 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.

31. **Cooperation.** Client and Consultant agree to cooperate with each other in every way in the performance of this Agreement.

32. **Waiver.** Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant and any such waiver shall not constitute a continuing waiver thereof.

33. **Other and Further Performance.** Upon written request, Client shall timely execute and deliver, or cause to be executed and delivered, such additional instruments, documents, and pay any governmental fees and charges necessary to this Agreement.

34. **Advisory Only.** Consultant shall only act in an advisory capacity to Client in governmental relations. Client shall be responsible for all decision-making activities therein.

35. **Validity.** 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.

36. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

37. **Arbitration of Disputes.** Any dispute arising out of or related to this Agreement shall be resolved by binding arbitration and not in a court of law. The dispute will be settled in accordance with the Rules of the American Arbitration Association, and judgment will be entered on the award. The arbitrator will award attorneys' fees to the prevailing party. If a party after due notice fails to appear at and participate in the proceedings, the arbitrator will make an award based on the evidence presented by the party who does participate.

38. **Venue.** In the event either party institutes any proceeding to enforce or interpret the provisions of this Agreement, such proceeding shall be brought and adjudicated in the county in which Consultant's principal place of business is located, and Client waives the right to bring, try or remove such action to any other county or judicial district.

39. **Attorneys' Fees.** If any proceeding is brought to enforce or interpret the provisions of this Agreement, the prevailing party therein shall be entitled to receive from the losing party therein, its reasonable attorneys' fees, which fees shall be set in the same proceeding, in addition to any other relief to which it may be entitled.

40. **Costs of Dispute Resolution.** In the event that Client institutes a proceeding against Consultant, either directly or by way of cross-complaint, including a claim for indemnity, for alleged negligence, error, omission, or other failure to perform, wherein: (a) Client fails to obtain a judgment or

award in Client's favor, (b) the action is dismissed, or (c) judgment or award is rendered for Consultant, Client agrees to pay Consultant immediately following the proceedings all costs of defense, including, but without limitation, reasonable attorneys' fees, expert witness fees, court costs, and any and all other expenses of defense.

41. **Assignment.** This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.

42. **Inurement.** This Agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.

43. **Entire Agreement.** This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of Services to 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.

44. **Acceptance and Commencement.** By execution of this Agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the Services. In the event Client is not the owner of the Property, Client represents that Client has obtained permission from said owner for Consultant to proceed.

45. **Miscellaneous.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Electronically transmitted copies of executed counterparts of this Agreement shall have the same force and effect as the originals.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CONSULTANT: Cinquini & Passarino, Inc.

By _____
James M. Dickey

Title: **President** _____

Date: _____

CLIENT: Hidden Valley Lake CSD

By _____
Authorized Signature

Title: _____
Print Name and Title

Date: _____

- Exhibit "A" attached: _____
Client's Initials
- Exhibit "B" attached: _____
Client's Initials
- Exhibit "C" attached: _____
Client's Initials

Exhibit ‘A’
Proposal for Legal Description and Plat
APN 142-301-01 Hidden Valley Lake

Cinquini & Passarino, Inc. will provide the following Scope of Work:

Item I – Legal Description and Plat:

- This proposal is prepared under the consideration of that Hidden Valley Lake CSD is a “Public Utility”.
- Prepare an exhibit showing the proposed location for the 2.2-acre parcel to be swapped with the same acreage of an HVL Home Owners Association’s parcel. Subdivision Map 11 SM 05-14, Lake County Records will be used for this exhibit, no field work is anticipated.
- Prepare a legal description and plat for the proposed 2.2-acre parcel.

Deliverable: Signed & sealed Legal Description and Plat in PDF format.

The estimated for Item I is \$2,000.00. All work will be performed on an hourly basis in accordance with our standard fee schedule (Exhibit ‘C’).

The estimated time of completion for Item I is 10 to 15 working days from authorization to proceed.

Item II – Record of Survey and Monumentation (optional):

- Set monumentation for the boundary of the proposed 2.2-acre parcel
- A Record of Survey is required in accordance with Section 8762, of the California Land Surveyor’s Act. We will prepare a Record of Survey Map and file it with the Lake County Surveyor.

The estimated fee for Item II is \$5,070.00. All work will be performed on an hourly basis in accordance with our standard fee schedule (Exhibit ‘C’).

(THIS ITEM DOES NOT INCLUDE LAKE COUNTY SURVEYOR CHECKING FEES, PRINTING AND RECORDING FEES ESTIMATED TO BE +/- \$500.00)

The estimated time of completion for Item II is 15 to 20 working days from authorization to proceed. State and County’s shelter-in-place orders may affect this schedule.

ALL PRICES ARE FOR NINETY (90) DAYS FROM DATE OF THIS LETTER OF AUTHORIZATION

Please be advised that this Scope of Work does not include governmental fees, title company fees or printing. Any additional services above and beyond this Scope of Work will be provided upon authorized request and will be billed to your project on an hourly basis in accordance with our fee schedule (**EXHIBIT ‘C’**).

Our insurance coverage is as follows:

GENERAL LIABILITY	\$2,000,000.
AUTO LIABILITY	\$1,000,000.
WORKER’S COMPENSATION	\$1,000,000.
PROFESSIONAL LIABILITY	\$3,000,000.
SUAS/DRONE LIABILITY	\$1,000,000.

Exhibit 'B'

WE WILL REQUIRE A FULLY EXECUTED AGREEMENT PRIOR TO THE COMMENCEMENT OF WORK. PAYMENT IS DUE UPON RECEIPT OF OUR INVOICE AND COMPLETION AND DELIVERY OF THE SCOPE OF WORK.

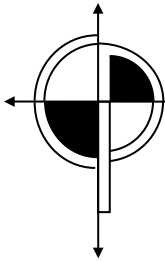


EXHIBIT C
HOURLY FEE SCHEDULE
MARCH 1, 2020 TO FEBRUARY 29, 2021

OFFICE AND PROFESSIONAL

Professional Land Surveyor (4 HOUR MINIMUM) EXPERT WITNESS, DEPOSITIONS & CONSULTATIONS	\$460.00 per hour
Professional Land Surveyor LEGAL RESEARCH & COURT EXHIBITS	\$260.00 per hour
Principal Professional Land Surveyor	\$200.00 per hour
Senior Professional Land Surveyor	\$190.00 per hour
Professional Land Surveyor	\$160.00 - \$180.00 per hour
Survey Technician	\$118.00 - \$160.00 per hour <i>(PLUS MATERIAL)</i>
GIS Analyst	\$134.00 per hour
Remote Pilot INCLUDES MISSION PLANNING, VEHICLES, UAS/DRONE, MILEAGE & MATERIAL	\$185.00 - \$205.00 per hour
Word Processing, Clerical and Deliveries	\$ 98.00 per hour

FIELD CREWS

THE FOLLOWING INCLUDES VEHICLES, EQUIPMENT, MILEAGE & MATERIAL

1 Person Field Party	\$190.00 per hour
1 Person GPS Party	\$215.00 per hour
2 Person Field Party FIELD CREW CONSISTS OF PARTY CHIEF & CHAINMAN	\$285.00 per hour
3 Person Field Party FIELD CREWS CONSIST OF PARTY CHIEF, 2 CHAINMEN OR CHAINMAN & FLAGPERSON.	\$395.00 per hour
4 - Person Field Party FIELD CREWS CONSIST OF PARTY CHIEF, 3 CHAINMEN OR CHAINMAN & 2 FLAGPERSONS.	\$460.00 per hour

SUPPLEMENTAL ITEMS

Outside Contract Work	Cost plus 15%
Overtime Work	1.2 x base rate
Over 8 Hours on Saturday, all day on Sundays or Holiday	1.4 x base crew rate
Night Work (<i>shifts starting after 4 PM or before 5 AM</i>)	10% additional over base rates
Travel Time for 2-Man Crew <i>(beyond 1 hour of travel outside an 8 hour workday)</i>	\$120.00 per hour
GEDO Scan Equipment is subject to a \$1,000.00 per day usage charge	