

December 5, 2018

Client Steve Wu Proposal # P18199

Subject Location 809 E Pine Street, Compton APN# 6176-003-031 / TR# 73949

Thank you for requesting a proposal from Apple Engineering Group for land planning, civil engineering and environmental services for your project located as above. It is our understanding that the proposed project is <u>6</u> units <u>PUD project</u>.

Preliminary scopes of work and related fee for the necessary scope of works are provided below for you to review. The scope of work and fee are based on information and understanding of the project. A scope of work and fee addendum may be needed if additional scope of work is required based on the finalized scoping document.

## I. Scope of Work

## 1. Topographic Survey

- Appropriate research of public records for the property.
- Prepare site topographic map showing contour line within the property frontage; street section; visible utilities location such as water/gas meter, sewer manhole along property frontage; drainage structures.
- (Title report or any related documents are provided by the property owner)
- ➤ Boundary for mapping purposes only.

## 2. Boundary Land Survey (For Final Map Drawing Use Only)

- Boundary survey traverse loop to locate all the monuments.

(Title report or any related documents are provided by the property owner)

## 3. Final Map & Approval

- Final Map preparation including as necessary, the Title sheet, Traverse loop calculation; and County Tax Clearance.

# 4. Condo Plan & Approval

- Preparation the condo plan for the units air space subdivision

## 5. Grading & Drainage Plan and Approval

- Preparation final grading and drainage plan in accordance with city's grading requirements for the city's review and approval including proposed and existing topography; finish surface, finish grade, flow lines, drainage devices.
- Include cut / fill quantities.

# 6. Erosion Control Plan & Approval

- Prepare of the Erosion sediment Control Plan and confirm with NPDES standards and incorporate the appropriate Best Management Practices (BMP's)

## 7. Utility Plan & Approval (Water & Sewer only)



- Utility (Water & Sewer Utility only) plan will include existing and proposed Sewer and Water line with size and locations.

# 8. Hydrology and Hydraulic Report & Approval

- Preparation of the Final Hydrology and Hydraulic calculation to study existing and proposed site hydrology and hydraulic calculations to design the size of all drainage devices

#### 9. Water Quality Management Plan (LID) & Approval

- Preparation storm water quality management plan per city's requirement

## 10. SWPPP - Strom Water Pollution Prevention Plan & Approval

- Prepare SWPPP per city's requirement.

## 11. Street Improvement Plan & Approval

- Prepare street improvement plan, including proposed driveway approach, curb & gutter, street pavement, for subject project.

# 12. Street Light Plan & Approval

- Prepare street light plan per city's requirement.

## 13. Fire Hydrant Plan

## II. Payment Schedule of Plans Completion

## Client Agrees to pay Consultant as compensation for services performed as follows:

AL DESIGN AMOUNT		
·	\$	1,000 <b>\$38,500</b>
•	\$	2,000
	\$	2,000
·	\$	3,000
. SWPPP - Storm Water Pollution Prevention Plan	\$	3,500
WQMP – Water Quality Management Plan (LID)	\$	3,000
Utility Plan	\$	2,000
Hydrology Report	\$	1,500
Erosion Control Plan	\$	500
Grading and Drainage Plan	\$	3,500
Condo Plan	\$	3,000
Final Map	\$	5,000
•	\$	1,500
, .	\$	2,000
Remaining Balance of each following plans will be billed at it completion	\$	5,000
	Topo Graphic Survey Map  Boundary Survey  Final Map  Condo Plan  Grading and Drainage Plan  Erosion Control Plan  Hydrology Report  Utility Plan	Remaining Balance of each following plans will be billed at it completion Topo Graphic Survey Map  Boundary Survey Final Map Condo Plan Grading and Drainage Plan Erosion Control Plan Hydrology Report Utility Plan WQMP – Water Quality Management Plan (LID) SWPPP - Storm Water Pollution Prevention Plan Street Improvement Plan Street Light Plan Convent & Agreement for SUMP PUMP Storm Approved for the item in the Score of World  Selection Approved for the item in the Score of World  Selection Approved for the item in the Score of World

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## III. Out of Scope Work:

Services rendered for out-of-scope work will be billed based on a negotiated maximum fee basis. Out-of-scope work generally includes any requests for items not covered in the tasks defined in writing within this proposal and specifically includes the following:

- Apple Engineering is working for the engineering design only, NOT the project manager for the project.
- Any Permit Clearances (A Permit Clearance; B Permit Clearance; Final Map Clearance; Grading Permit Clearance) are NOT included in this proposal.
- Extra work effort required due to changes in the project description by the Client after Apple Engineering Group starts work;
- Preparation of any additional site civil plans or off-site mitigation engineering plans.
- The proposal is NOT included: 1). <u>Any government fee; 2). Title company fee for title report or any document research fee; 3). Radius Map fee; 4). HOA setup fee; and 5). Any other Consulting fees; 6). Blueprinting; photocopying and CAD plots</u>

#### IV. Reimbursable / Additional Services:

- 1. Payment for each item in the scope of work is due upon completion.
  - **\*** Fees associated with application filings shall be the responsibility of the owner.
  - **All work performed and expenses incurred on the project's behalf will be billed monthly.**
  - ❖ Unpaid invoices after 30 days will accrue service charges at 1.5% per month and include any cost of collections and reasonable attorney's fees.
- 2. Upon receiving the Conditions of Approval there may be additional plans or reports required by Government Agencies. Proposal for additional scope of work according to the conditions of approval will be prepared at the time.
- 3. Reimbursable Expenses:

Client agrees to pay for all expenses associated with the services rendered on Client's behalf. Expenses may include, but are not limited to: plotting, production, blueprints, photocopying, and postage delivery:

- 1) Attend to meeting related to the project \$300/hr (2 hours minimum)
- 2) Attend to Public Hearing for the project \$1000
- 3) Blue print \$3 per page.
- 4) Blue print on Mylar \$50 per page.
- 5) Shipping & Handing Fee \$15 per shipment.

#### V. Termination:

The Client or Apple Engineering Group may terminate this agreement by giving the other party ten days written notice of such termination. Apple Engineering Group shall receive fee payments from the Client proportionate to the services completed as of the date of termination. The Client will be entitled to receive deverables at the level of completion relative to the feel payments received by Apple Engineering Group. All outstanding valid invites shall be paid to Apple Engineering Group.

#### VI. Disputes:

In the event that a dispute arises relating to the performance of the services to be provided under this agreement, it is agreed by the parties to endeavor to settle the dispute by mediation prior to filing of a civil action. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. All parties shall share the mediator's fee equally.



## VII. <u>Limitation of Liability:</u>

In light of the disparity between Apple Engineering Group's fee and the potential liability for problems or alleged problems with the Project, Client to limit the total aggregate liability concerning or related to the Project of Apple Engineering Group and its consultants, if any, and its and their respective affiliated entities and individuals, on any and all legal and equitable theories and concerning any and all kinds and causes of losses, to the fullest extent allowed by law as to Client and the Project's contractor(s) to the amount of the Apple Engineering Group's fee received pursuant to this agreement.

#### VIII. Indemnification:

Apple Engineering Group and the client mutually agree to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost, including reasonable attorney's fees and cost of defense arising from their own negligent acts, errors, and omissions in the performance of their services under this agreement, to the extent that each party is responsible for such damages, liabilities, and costs on comparative basis of fault.

#### IX. Authorization:

I certify under penalty of law that the Contractor of this Project and all related survey, planning, design, study and field inspection, will be conducted under direction or supervision of the State Licensed Engineer. All work will be done in compliance with the Project Location governing body's laws and regulations. All work will be performed per industry standards or code requirements.

The signature below and receipt of the required deposit indicates acceptance of this proposal and authorization to proceed. Please return a signed copy of this from to our office

Cliant

Sincerely,	Has carefully reviewed this proposal and hereby authorizes Apple Engineering group to proceed with the services herein described and th client acknowledges that it has read and agrees to the proposal Services Terms and Conditions.		
	The proposal is accepted and agreed on the	day of	
	, 2018		
Lily Xiao 7/2	Signature		
(Senior Project Manager) Apple Engineering Group	Name (Please Print)		