STEVE OPDAHL SURVEYING
Specializing in
Boundary, Topographical, A.L.T.A.
Construction and GPS Surveying

December 11, 2020

Client: Legendary Developments, LLC
C/o: Surjit Soni
Phone: 626-497-3662
Fax/Email: Surjit@sonilaw.com

Re: Topographic Survey
Job Site: 408 S. Rosemead Blvd. (APN 5378-018-016)
Proposal and Contract / Ref. No. 2008019B

Thank you for the opportunity to submit a proposal for your project. As requested, we are providing herewith our proposal for a Topographic Survey over the land referenced above. STEVE OPDAHL SURVEYING proposes to complete services, including providing all necessary personnel, and equipment. The scope of work will be:

Calculate record boundary from legal description provided by client;

Field locate structures and hard-scape, topographic features (i.e. top of slope, toe of slope, grade breaks, spot elevations, finish floor etc.), significant trees (greater than 6" in diameter) and visible utilities.

Prepare topographic map showing 1-foot contours, record boundary and easements of record from a current title report.

The cost of the described work will be $3,400.00. Work will be scheduled upon receipt of signed contract, legal description, title report including underlying documents if available, and retainer in the amount of $1,700.00, and will be completed in a substantial workmanlike manner. Deliverables shall be a reproducible map and/or a digital file at the request of the client. Additional deliverables or services requiring outside reproduction shops, specialized equipment, outside research services and or materials will be billed at cost plus 20%.

STANDARD OF CARE
All precautions will be taken in the performance of the work under this contract to protect the safety and health of employees, other persons on the work site, and members of the general public. Steve Opdahl Surveying will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by reputable members of the same profession currently practicing in the same or similar locality.

MEDIATION

In an effort to resolve any conflicts that may arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

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

LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of $____ or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Failure by the Client and the Client's contractors or subcontractors to notify us of defects or suspected defects shall relieve Steve Opdahl Surveying of the costs to remedy the defects above the sum such remedy would have cost, had prompt notification been given when defects were first discovered.

Steve Opdahl Surveying will not be required to sign any documents from any parties that would result in having to certify, guarantee or warrant the quality of service or make any representations regarding the existence of any jobsite conditions whose existence cannot be ascertained or any matter outside the scope of our services. Payment of services as outlined in this contract shall not be disputed or contingent upon such signing of any guarantee or certification.

We look forward to working with you. Please return this signature page to commence work, and reference the project number listed below for any and all future correspondence with Steve Opdahl Surveying. Should you have any questions concerning our proposal, please feel free to call our office at (805) 495-6438.

This Agreement, including all attachments and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between the Consultant and Client, and supersedes all prior representations, understandings and communications. You are hereby authorized to provide all labor and materials necessary to perform the services described in this proposal (200819B). I/We agree to pay the bills incurred for said work according to the terms as stated above upon completion. After 30 days a finance charge of 1.5% per month will be charged. I/We further agree that in the event of default of payment, Steve Opdahl Surveying will be entitled to any costs of collection.

Accepted by: _____ Date: 12/11/2020

Title: Manager, LEGENDARY East Pasadena, LLC

Steve Opdahl Surveying,

By: _____ Date: 12/11/2020

Steve Opdahl, LS 6498