

5/15/2026



Peter Mac

RE: 7736 Sugar Dr., Huntington Beach, CA

Dear Peter,

T&M Surveying (TMS) is pleased to offer our proposal to provide Surveying Services as requested by Peter Mac (PM) for the 7736 Sugar Dr. project.

We would like to express our sincere enthusiasm over the prospect of working with PM on this assignment with you. Copies of the Project Understanding, Scope of Services and Fee Schedule are attached.

We hope that the services described within this proposal meets with your requirements and expectations. As such, we may add or delete items as requested by PM.

If the following scope of services meets with your approval, sign in the designated area below for authorization to proceed and email to our office. An email signature may be used for all purposes as an original. This written contract shall be executed by TMS and PM, or PM's representative, prior to TMS commencing work, unless PM states in writing that work may be commenced before this contract is executed.

Thank you,

A handwritten signature in blue ink, appearing to read 'Ty Thomas', is written over a horizontal line.

Ty Thomas, Owner
P.L.S. 9309

Authorization to Proceed
Agent for Peter Mac

EXHIBIT A

PROJECT UNDERSTANDING

It is our understanding that (PM) is moving forward with Surveying Services to support the project site located at 7736 Sugar Dr. in the City of Huntington Beach, California.

The scope of work described herein is based on emails.

SCOPE OF SERVICES

Task 1. Topographic Survey

- Provide miscellaneous supplemental field survey related to the proposed improvements.
- Plot existing building corners, parking stalls, flatwork, etc.
- Plot existing above ground utilities based on Field Survey.

Task 2. Boundary Survey

- TMS will provide a Boundary survey of the subject property. TMS survey will locate the necessary existing boundary monuments for the resolution of the project boundary. If sufficient monumentation is not recovered during the field survey and monuments are required to be set, a record of survey may be required. (Not included in this scope)
- Plot existing easements of record per current title report.
- PM to furnish current title report and all supporting documents (including deeds and schedule B documents).
- Site access must be provided.

Task 3. Tentative Map

Task 4. Final Map

Task 5. Set Final Monuments

EXHIBIT B

FIXED FEE SCHEDULE

	<u>Description of Task</u>	<u>Fee</u>
1&2	Boundary/Topo	3800.00
3	Tentative Map	4000.00
4	Final Map	5000.00
5	Set Final Monuments	3000.00
	Proposal Total	\$ 15,800.00

EXHIBIT C

TERMS AND CONDITIONS

TERMS & CONDITIONS OF PROPOSAL This Proposal For Surveying Services made by and between TMS and the Client ("Parties") is subject to these Terms and Conditions.

FIXED FEE METHODS For services rendered under this method, Client agrees to pay TMS the fixed fee amount as specified on Exhibit B.

TIMES OF PAYMENTS Services will be invoiced on or about the tenth day of each month for the portion of un-billed services actually completed. Client agrees to pay the invoiced amounts within 30 days of the date on the invoice. Any payment not received by TMS within said 30 days shall be considered delinquent. In the event any payment due TMS under the terms of this Agreement is delinquent, TMS may suspend all services until all payment delinquencies have been remedied. In the event that payment is delinquent more than 60 days, Client shall be considered in breach of this Agreement and TMS may terminate this Agreement after 14 days written notice to Client.

LAWS NOW IN EFFECT TMS has based the schedule, fees, estimates of costs for services furnished by others, and costs of materials and equipment on the laws, rules and regulations now in effect. Any change of relevant laws, rules or regulations, including laws relating to taxes or fees enacted after this contract is executed may affect the final cost, schedule or feasibility of the Project. TMS shall be entitled to reasonable adjustment of the Project schedule, and additional compensation for costs and fees as necessary to comply with the change of relevant laws, rules or regulations.

CHANGES IN SCOPE OF SERVICES In the event changes in the Scope of Services are needed, Client and TMS shall, upon mutual agreement, execute an amendment to this Task Order. Said amendment shall identify the changes to the Scope of Services and any change in fee amount resulting therefrom. TMS shall not be required to implement said changes in scope until the amendment is fully executed. Neither TMS nor Client shall unreasonably withhold its execution of any proposed contract amendment.

DISPUTES This Proposal is the sole agreement between the Parties. No other representations, agreements or promises define the scope and responsibility of the Parties. Client agrees to defend and indemnify TMS against any claims arising from the negligence of the installing contractor or subcontractors. Client agrees to limit any and all liability, claim for damages, cost of defense, or expenses to be levied against TMS on account of design defect, error, omission, or professional negligence to a sum not to exceed TMS' fee. Other than for collection of our fees, to which prevailing party's fees applies, each Party to a dispute waives prevailing party's attorney fees, costs, etc., and agrees to work diligently to bring any dispute to resolution.

TERMINATION OF AGREEMENT This agreement may be terminated by either party upon forty eight (48) hours written notice should the other party fail substantially to perform in accordance with its terms through no fault of the termination party. If the project is entirely abandoned or suspended in whole or in part, or if this agreement is terminated, Client agrees to pay TMS in accordance with work completed up to the date of notification of termination, abandonment or suspension.

SIGNATURES The individual or individuals signing this Agreement warrant that they are duly authorized agents of Client.