



HJW GeoSpatial, Inc  
2001 Broadway, 3<sup>rd</sup> Floor  
Oakland, CA 94612  
Tel: 510-834-2001  
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# QUOTATION

Quote No.: DK100608      Date: 10-06-08      Expiration Date: 90 Days

Contact: Larry Hampson

Agency / Firm: Monterey Peninsula Water Management District

Address: P.O. Box 85, Monterey, CA 93942

Tel: 831-659-2543      Fax: \_\_\_\_\_

**PROJECT NAME: Los Padres Mapping**

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**Description:**

- Project area is approximately 100 acres, centered on the spillway south of Los Padres Dam, as shown on the attached page. Mapping will cover approximately 200' beyond the waterline.
- Ground survey of control points, likely four to eight points, as access permits.
- Aerial triangulation based upon ground survey, waterline elevation constraints, and airborne GPS/IMU.
- Photogrammetric terrain modeling to generate 2' contours, and DTM data. Point data will be accurate to +/- 0.5'.
- All data in UTM 10, NAD83, NAVD88, USFT.

**Deliverables:**

- Digital terrain data in Autocad format, using HJW standard blocks and layers.
- Color orthoimagery with 0.5' pixel resolution, in GeoTIF/TFW format.

Total cost: \$16,300.

This proposal to perform the described services becomes a contract subject to the attached terms and conditions when signed by HJW and client.

Agreed:

HJW GeoSpatial, Inc.

Agreed:

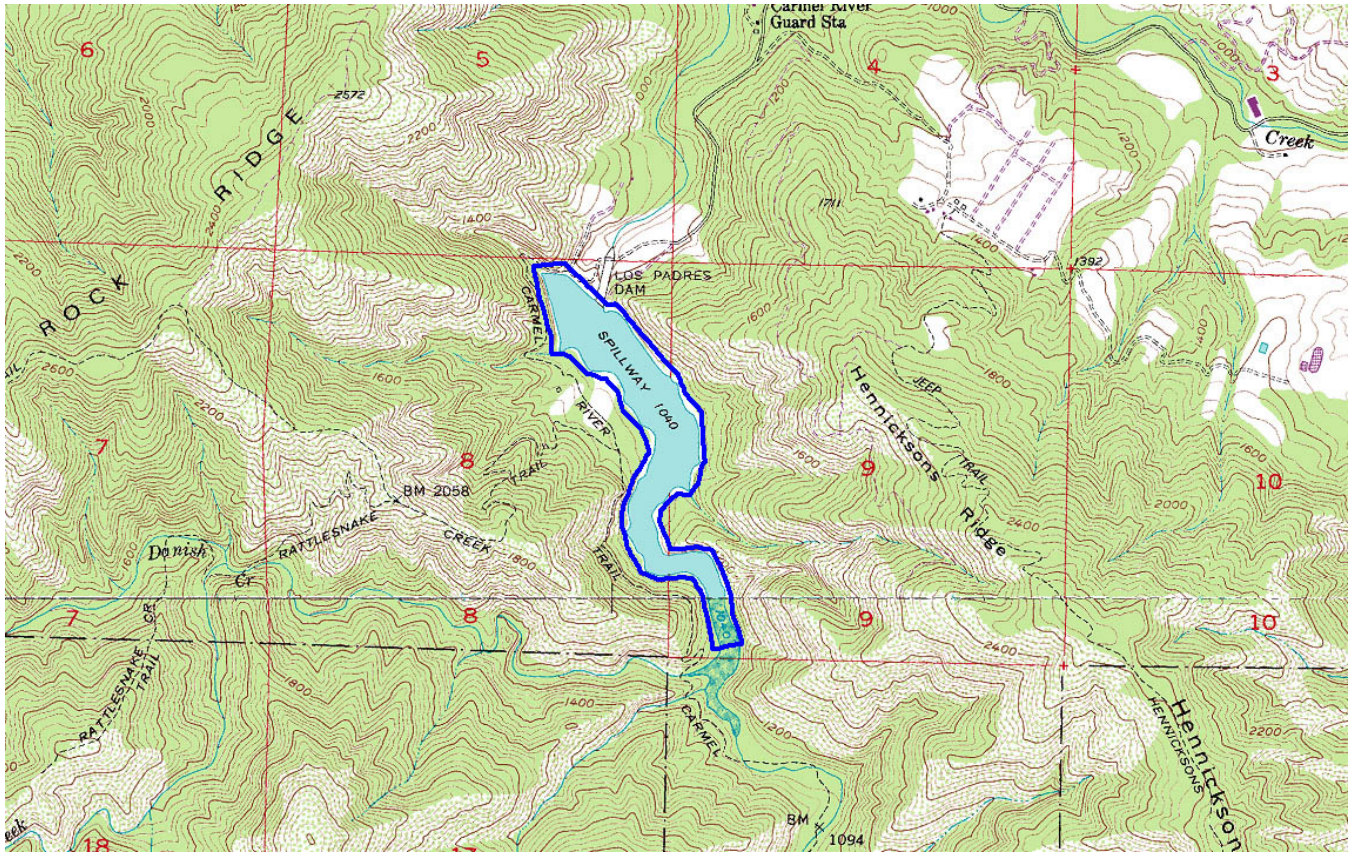
Monterey Peninsula Water Management District

By: \_\_\_\_\_  
Devin Kelley

By: \_\_\_\_\_  
Larry Hampson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Overview of project area

# TERMS AND CONDITIONS

- a) Independent Contractor:** HJW shall operate as an independent contractor and not as an employee, agent, joint venturer, or partner of Client. Nothing in this Agreement shall be interpreted or construed to the contrary. HJW shall retain the right to perform services for others during the term of this Agreement.
- b) Payment of Invoices:** Client shall pay HJW's invoices within 30 days of their receipt and acceptance by Client. Invoices will be deemed to have been accepted by Client upon receipt unless Client advises HJW within 10 days of any objection to the invoice. In no event shall Client use this objection to delay payment of any undisputed portions of the invoice. Client and HJW agree to endeavor to resolve any disputes over payment in a timely manner. HJW reserves the right to cease work or to refuse to provide Client with any work product until such disputes are resolved. HJW shall assess and Client shall pay a service charge of 1.5% per month on invoice balances over 30 days past due.
- c) Cooperation:** Client and HJW agree to cooperate with each other in every way in order to complete the terms of this Agreement. Upon request, Client shall execute and deliver, or cause to be executed and delivered, such documents or instruments which are necessary to perform the terms of this Agreement.
- d) Rights in Data:** Notes, letters, software, photographs and other work materials developed or acquired in the process of producing the products named in the "scope of services" section of this Agreement shall remain the property of HJW. HJW agrees to maintain work materials in an ordered and accessible manner and take reasonable action to safeguard work materials for future use. Client acknowledges that its right to utilize the services and work products provided 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.
- e) Assignment:** Neither party to this Agreement will assign or otherwise transfer its rights or obligations hereunder without the prior written consent of the other party.
- f) Indemnity:** HJW shall indemnify Client, its officers, directors, employees and agents from any claims, suits, loss, damage, expense, and liability resulting from HJW's negligent performance or willful misconduct related to the performance of this Agreement. Client shall indemnify HJW, its officers, directors, employees, and agents from any claims, suits, loss, damage, expense and liability resulting from Client's negligence or willful misconduct related to the performance of this Agreement. Neither party shall be responsible or held liable to the other party for any indirect or consequential damages arising out of services performed under this Agreement. HJW's liability under this Agreement shall be limited to the amount of the fees paid by the client to HJW for services performed under this Agreement or to \$15,000.00, whichever is greater.
- g) Insurance:** HJW shall maintain general liability, automobile liability, aircraft liability, professional liability, and workers' compensation insurance coverages. Certificates of insurance will be sent to Client if requested.
- h) Termination of Agreement:** Client may terminate this Agreement in the event HJW is unable to satisfactorily perform its work, however, HJW shall be entitled to compensation for all work satisfactorily performed up to the point that the Agreement is terminated. HJW shall be entitled to immediately, and without notice, suspend its performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court.
- i) Disputes and Applicable Law:** Any controversy, claim or dispute shall be construed and enforced in accordance with the laws of the State of California. Should any legal or arbitration proceedings be brought by either party to enforce or interpret any of the terms or conditions of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in defense of the claim from the other party. The venue for any such action shall be in the County of Alameda, California.
- j) Force Majeure:** Neither party to this Agreement will be liable to the other party for delays in performing the services or delivery of the products, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, inclement weather conditions, natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.
- k) Severability and Waiver of Breach:** If any provision hereof or any remedy herein provided for be invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions hereof shall be in effect in accordance with the intent hereof. HJW's waiver of any other term or condition, or breach of any term or condition shall not constitute the waiver of any other term or condition, or the breach of any other term or condition.
- l) Sales and Use Tax:** In the event any taxing authority determines that sales or use tax should have been charged on invoices for services or products sold to Client, then Client agrees that it will either pay such sales or use tax, along with any interest or penalties assessed, directly to the taxing authority or will promptly reimburse HJW for any sales or use tax, interest and penalties against HJW by any taxing authority that results from this Agreement.
- m) Entire Agreement:** This Agreement constitutes the basis for Agreement between HJW and Client as regards to the work specified in the "scope of services" section of this Agreement, and supersedes all prior agreements, whether written or oral. In the event of conflict between the contents of this Agreement, any purchase order, or other form of written authorization subsequently issued for HJW's services or products, the provisions of this Agreement shall govern unless rescinded in writing.