

# Olivehurst Public Utility District



## Agenda Item Staff Report

**Meeting Date: 06/20/24**

### **Item description/summary:**

Consider Design Contract for Olivehurst Consolidation project to convert Septic to Sewer.

Olivehurst Public Utility District (OPUD) is looking to get into a Design contract with PSOMAS in order to convert existing Septic System within our Jurisdiction into Sewer provided by the District. Currently OPUD is working on a feasibility study for Wells converted to Water provided by the District via a grant fund received by the State. The State is backlogged on Sewer projects therefore we are on a long wait list. In order to keep the project moving forward and save on construction costs (best to do both projects at the same time), OPUD went out for additional funding through the Yuba Water Agency. OPUD received funds to cover this cost and the goal is to keep the same Engineer for both projects.

### **Fiscal Analysis:**

Contract amount will be covered via grant received by the Water Agency.

### **Employee Feedback**

n/a

### **Sample Motion:**

Move forward with contract

Prepared by: Swarnjit Boyal, Public Work Engineer

# EXHIBIT A – Contract Proposal

May 23, 2024

Mr. Swarnjit Boyal  
Public Works Engineer  
Olivehurst Public Utilities District

Re: Olivehurst Public Utilities District (OPUD)- Design for the Consolidation of Selected Unconnected Properties to the OPUD Sewer System within OPUD’s Sphere of Influence

Dear Mr: Boyal

Psomas is pleased to submit this revised scope of work and fee estimate for the Olivehurst Public Utilities District Sewer Design Consolidation Project.

Based on our knowledge of the subject project and the information provided to us, we have developed the attached Scope of Services to meet the project requirements, as we understand them, as described in Exhibit “A” attached.

Our fee for these services to match the scope of work is shown in detail in Schedule “A” and “B”, attached. Our fees by area are as follows:

- Area 1- \$322,538.00
- Area 2- \$203,586.00
- Total** **\$526,124.00**

Should you have any questions regarding our submittal, please feel free to contact me by phone at 619.961.2810 or by email at [marc.weinberger@psomas.com](mailto:marc.weinberger@psomas.com).

Sincerely,

PSOMAS



Marc Weinberger, PE BCEE  
Senior Project Manager



Sarah Curran, PE  
Vice President

401 B Street  
Suite 1600  
San Diego, CA 92101-4239

Tel 619.961.2800  
Fax 619.961.2392  
[www.Psomas.com](http://www.Psomas.com)

**EXHIBIT A  
SCOPE OF WORK  
OLIVEHURST PUBLIC UTILITIES DISTRICT (OPUD)  
DESIGN FOR THE  
CONSOLIDATION OF SELECTED UNCONNECTED PROPERTIES  
TO THE OPUD SEWER SYSTEM  
WITHIN OPUD’S SPHERE OF INFLUENCE  
SEWER AREAS 1 AND 2  
MAY 23, 2024**

**Project Description**

The Olivehurst Public Utilities District (Referred to as OPUD or District, herein) provides sewer service to the communities of Olivehurst and Plumas Lake in Yuba County, CA. The OPUD sewer system consists of a network of gravity sewer lines, sewer pump stations and force mains that convey sewage flows to the District’s wastewater treatment plant.

A number of unconnected properties within OPUD’s sphere of influence are interested in switching from their private septic systems to the District’s sanitary sewer system. The Rural Community Assistance Corporation (RCAC) assisted OPUD in conducting an Interest Survey of 412 properties surrounding OPUD’s service area and found an interest in septic to sanitary sewer conversions in the consolidation of this area.

This scope of work includes the design of the sewer system to serve Areas 1 and 2 only as shown on the attached Sewer Layout 1 and Sewer Layout 2 maps. The specific properties that are included in the design are indicated with red pins as shown on Attachment 1. Psomas’ scope of work includes:

- Survey and mapping
- Location of existing sewer cleanouts on the subject properties.
- Designs for replumbing of the sewer laterals from the septic tanks to the new sewers in the streets.
- Identification and abandonment of existing septic tanks. The location of the tanks will be provided by the property owners, or others.
- Design of new gravity sewer lines as shown on Attachments 2 and 3.
- Design of new sewer lift station and force main as shown on Attachment 3.
- Preparation of specifications
- Opinion of Probable Construction Cost (OPCC).

Separate fee estimates for Sewer Areas 1 and 2 are included in the attached Schedule “A” and “B”, respectively. The fee for Area 2 includes the sewer pump station.

## Scope of Work

To complete this work effort, Psomas proposes the tasks detailed in the following Scope of Work. This Scope of Work is limited to the surveying, engineering and design services as follows:

### 1. PROJECT MANAGEMENT

Project management, site visits and project meetings-

- a. Provide project management for the project, including, QA/QC, team management, internal review meetings, invoicing, etc.
- b. Nine (9) total virtual monthly meetings are budgeted.

### 2. SURVEY AND SEWER LATERAL LOCATING

- a. Provide Topographic Design Surveys for OPUD Area 1 as described in Attachment 4 Exhibit A Scope of Services Task 1, Page 4 of the attached proposal for Area 1 from Steve Killmer, PLS, dated March 1, 2024.
- b. Provide Utility Locating Services Surveys for sewer laterals only for OPUD Area 1 as described in Attachment 4 Exhibit A Scope of Services Task 2, Page 6 of the attached proposal for Area 1 from Steve Killmer, PLS, dated March 1, 2024.
- c. Provide Topographic Design Surveys for OPUD Area 2 as described in Attachment 5 Exhibit A Scope of Services Task 1, Page 4 of the attached proposal for Area 2 from Steve Killmer, PLS, dated March 1, 2024.
- d. Provide Utility Locating Services Surveys for sewer laterals only for OPUD Area 2 as described in Attachment 5 Exhibit A Scope of Services Task 2, Page 6 of the attached proposal for Area 2 from Steve Killmer, PLS, March 1, 2024.

### 3. SEWER DETAILED DESIGN

Prepare detailed design of the Sewer System as follows. Design will be in accordance with “Improvement Plans and Standard Details for Olivehurst Public Utility District”, dated May 2021.

- a. Sewer Lines- Area 1
  - i. Prepare plan and profile drawings for the gravity sewer lines shown in Attachment 2, including connections to the sewers in McGowan Parkway. Twenty sheets are anticipated for Area 1.
  - ii. Prepare re-plumbing plans to move the sewer lateral connection of each residence from the existing septic tanks to the new sewers for Area 1. Fifteen sheets are planned for Area 1.
  - iii. Prepare plans for the abandonment of the septic tanks for each residence. Septic tank abandonment will be added to the re-plumb sheets. The location of the septic tanks will be provided by the property owners or others.

- iv. Prepare specifications for the work described in 3a above.
  - v. Prepare an OPCC for the work described 3a above.
- b. Sewer Lines- Area 2**
- i. Prepare plan and profile drawings for the gravity sewer lines shown in Attachment 3, including connections to new sewer lift station in Arboga Road in Sewer Area 2. Six sheets are anticipated for Area 2
  - ii. Prepare re-plumbing plans to move the sewer lateral connection of each residence from the existing septic tanks to the new sewers for Area 2. Six sheets are anticipated for Area 2.
  - iii. Prepare plans for the abandonment of the septic tanks for each residence. Septic tank abandonment will be added to the re-plumb sheets. The location of the septic tanks will be provided by the property owners or others.
  - iv. Prepare technical specifications for the work described in 3b above.
  - v. Prepare and OPCC for the work described in 3b above.
- c. Sewer Pump Station and Force Main (Area 2 only).** This will be a small package pump station using Vaughan Chopper Pumps and an Armorock wet well per OPUD Standards. Instrumentation and telemetry will be per OPUD’s standard drawing notes. Four sheets are anticipated for the pump station.
- i. Prepare calculations for sizing of the sewer pump station, wet well and force main.
  - ii. Prepare civil and mechanical plans for a sewer pump station to be located near the southeast corner of McGowan Parkway and Arboga Road.
  - iii. Prepare electrical, instrumentation, controls and telemetry plans for the sewer pump station to be located near the southeast corner of McGowan Parkway and Arboga Road. Controls and telemetry will be limited to adding OUPD’s standard notes for instrumentation and telemetry. Electrical design will be provided by M. Neils Engineering, Inc.
  - iv. Prepare plan and profile plans for a sewer force main. The length is about 1,100 feet.
  - v. Prepare specifications for the work described in 3c above.
  - vi. Prepare and OPCC for the work described in 3c above.
- d. Submittals**

Submittals will be made at the 30%, 60%, 100% and final levels. Submittals for Areas 1 and 2 will be made concurrently.

**Assumptions and Exclusions**

- It is assumed that the existing OPUD facilities are adequately sized to accept the increased flows. No sewer modeling or studies are included.

- No manhole surveying or dipping is included but could be provided as an optional service at an extra cost.
- Design work for Areas 1 and 2 will be performed concurrently.
- Locating of septic tanks will be by others.
- Access to private property to be provided by others if needed. Client to notify property owners in advance.
- Permits and traffic control will not be necessary.
- Survey work will be performed in one mobilization and during daytime hours, Monday through Friday.
- Detection of all utilities cannot be guaranteed due to the many variables such as materials, depth, signal interference, lack of record information and environmental factors to name a few.
- The horizontal positions of utilities depicted on the designation deliverable and in the field are considered approximate. To achieve precise horizontal and vertical locations, Quality Level “A” Test Holes must be performed which are excluded from this scope of services but could be provided as an optional service at extra cost.
- Nonmetallic utilities such as PVC, Asbestos Cement, Terracotta, and Plastic pipes are nonconductive and cannot be traced with electromagnetic instrumentation. Ground Penetrating Radar (GPR) will be used in an attempt to identify nonmetallic utilities. GPR results can be affected by various factors such as pipe size, depth, and most importantly environmental factors such as soil conditions, rebar and subsurface ground water.
- Use of Psomas’ utility locating service does not relieve others of their responsibility to notify 811 Dig Alert prior to any excavation.
- Any environmental or environmental related services are excluded or will be provided by others.

**SCHEDULE A**

**Olivehurst Public Utility District  
Consolidation of Unconnected Properties- Feasibility Study  
Sewer Area 1- Project Budget**

Task Description	Personnel Hours									Labor	Non-Labor (ODC + Subs)	Total
	QA/QC -Principal in Charge	Senior Project Manager	Project Manager	Sr. Project Engineer	Project Engineer I	Civil Designer II	Civil Designer / CAD	Administrative Assistant	Total Hours			
Hourly Rates	\$265	\$235	\$210	\$185	\$160	\$135	\$130	\$110				
<b>Task 1: Project Management</b>												
Project Management	4	14						1	19	\$ 4,460	\$ -	\$ 4,460
Nine (9) Online Monthly Meetings- to be held concurrently with Area 2		12		12				1	25	\$ 5,150	\$ -	\$ 5,150
<b>Subtotal Task 1 -Project Management</b>	<b>4</b>	<b>26</b>	<b>-</b>	<b>12</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2</b>	<b>44</b>	<b>\$ 9,610</b>	<b>\$ -</b>	<b>\$ 9,610</b>
<b>Task 2: Survey and Utility Locating Services</b>												
a. Survey		8		8					16	\$ 3,360	\$ 52,743	\$ 56,103
b. Utility Locating Services		8		8					16	\$ 3,360	\$ 40,820	\$ 44,180
<b>Subtotal Task 2 -Survey and Utility Locating Services</b>	<b>-</b>	<b>16</b>	<b>-</b>	<b>16</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>32</b>	<b>\$ 6,720</b>	<b>\$ 93,563</b>	<b>\$ 100,283</b>
<b>Task 3- Sewer Detailed Design- See Sheet Count Below</b>										\$ -		
a. Sewer Lines										\$ -		\$ -
i. Plan and Profile Drawings and Details, 20 Sheets		50			110	790			950	\$ 136,000		\$ 136,000
ii. Re-plumbing Plans, 15 Sheets		15			60	240			315	\$ 45,525		\$ 45,525
iii. Abandon Septic Tanks- add to replumb plans		8			32	80			120	\$ 17,800		\$ 17,800
iv. Technical Specifications		8			24		6		38	\$ 6,380		\$ 6,380
v. OPCC		8			16				24	\$ 4,440		\$ 4,440
<b>Subtotal Task 3: Sewer Detailed Design</b>		<b>89</b>	<b>-</b>	<b>-</b>	<b>242</b>	<b>1,110</b>	<b>-</b>	<b>6</b>	<b>1,447</b>	<b>\$ 210,145</b>	<b>\$ -</b>	<b>\$ 210,145</b>
<b>Task 999 - Reimbursables</b>												\$ -
Reimbursable (Travel)									-	\$ -	\$ 2,500	\$ 2,500
<b>Subtotal Task 999 - Reimbursables</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 2,500</b>	<b>\$ 2,500</b>
<b>Total for the Design</b>	<b>4</b>	<b>131</b>	<b>-</b>	<b>28</b>	<b>242</b>	<b>1,110</b>	<b>-</b>	<b>8</b>	<b>1,523</b>	<b>226,475</b>	<b>\$ 96,063</b>	<b>\$ 322,538</b>

Drawing List- Sewer Lines and Re-plumbs				
	SPM	PE	CAD	
Title Sheet		2	4	15
ANS		2	4	15
Area Site Plan		2	4	40
Plan and Profiles, 15 Sheets		30	60	560
Civil Details		8	14	80
Piping Details		6	24	80
<b>Totals</b>		<b>50</b>	<b>110</b>	<b>790</b>
	30%	15	33	237
	60%	15	33	237
	90%	15	33	237
Final		5	11	79



## SCHEDULE B

### Olivehurst Public Utility District Consolidation of Unconnected Properties- Feasibility Study Sewer Area 2- Project Budget

Task Description	Personnel Hours									Total Hours	Labor	Non-Labor (ODC + Subs)	Total
	QA/QC -Principal in Charge	Senior Project Manager	Project Manager	Sr. Project Engineer	Project Engineer I	Civil Designer II	Civil Designer / CAD	Administrative Assistant	Total Hours				
<b>Hourly Rates</b>	\$265	\$235	\$210	\$185	\$160	\$135	\$130	\$110					
<b>Task 1: Project Management</b>													
Project Management		6		6				1	13	\$ 2,630	\$ -	\$ 2,630	
Nine (9) Online Monthly Meetings- to be held concurrently with Area 1		6		6					12	\$ 2,520		\$ 2,520	
<b>Subtotal Task 1 -Project Management</b>	-	12	-	12	-	-	-	1	25	\$ 5,150	\$ -	\$ 5,150	
<b>Task 2: Survey and Utility Locating Services</b>													
a. Survey		3			3					\$ 1,185	\$ 25,311	\$ 26,496	
b. Utility Locating Services		3			3					\$ 1,185	\$ 13,250	\$ 14,435	
										\$ -		\$ -	
<b>Subtotal Task 2 - Sewer Locating Services</b>	-	6	-	-	6	-	-	-	-	\$ 2,370	\$ 38,561	\$ 40,931	
<b>Task 3: Sewer Detailed Design- See Sheet Count Below</b>													
a. Sewer Lines									-	\$ -		\$ -	
i. Plan and Profile Drawings		30			60	280			370	\$ 54,450		\$ 54,450	
ii. Re-plumbing Plans		8			10	60			78	\$ 11,580		\$ 11,580	
iii. Abandon Septic Tanks		8			16	40			64	\$ 9,840		\$ 9,840	
iv. Specifications		8			24		6		38	\$ 6,380		\$ 6,380	
v. OPCC		8			12				20	\$ 3,800		\$ 3,800	
b. Sewer Pump Station- Area 2									-	\$ -		\$ -	
i. Calculations		3			8				11	\$ 1,985		\$ 1,985	
ii. Civil and Mechanical Plans		12			26	130			168	\$ 24,530		\$ 24,530	
iii. Electrical, I&C and Telemetry		4			2				6	\$ 1,260	\$ 7,380	\$ 8,640	
iv. Sewer Force Main Plan and Profile- 4 Sheets		8			24	160			192	\$ 27,320		\$ 27,320	
v. Specifications		4			20		4		28	\$ 4,580		\$ 4,580	
vi. OPCC		4			6				10	\$ 1,900		\$ 1,900	
<b>Subtotal Task 3: Sewer Detailed Design</b>		97	-	-	208	670	-	10	985	\$ 147,625	\$ 7,380	\$ 155,005	
												\$ -	
<b>Task 999 - Reimbursables</b>													
Reimbursable (Travel)									-	\$ -	\$ 2,500	\$ 2,500	
<b>Subtotal Task 999 - Reimbursables</b>	-	-	-	-	-	-	-	-	-	\$ -	\$ 2,500	\$ 2,500	
<b>Total for the Design</b>	2	115	-	12	214	670	-	11	1,012	155,145	\$ 48,441	\$ 203,586	

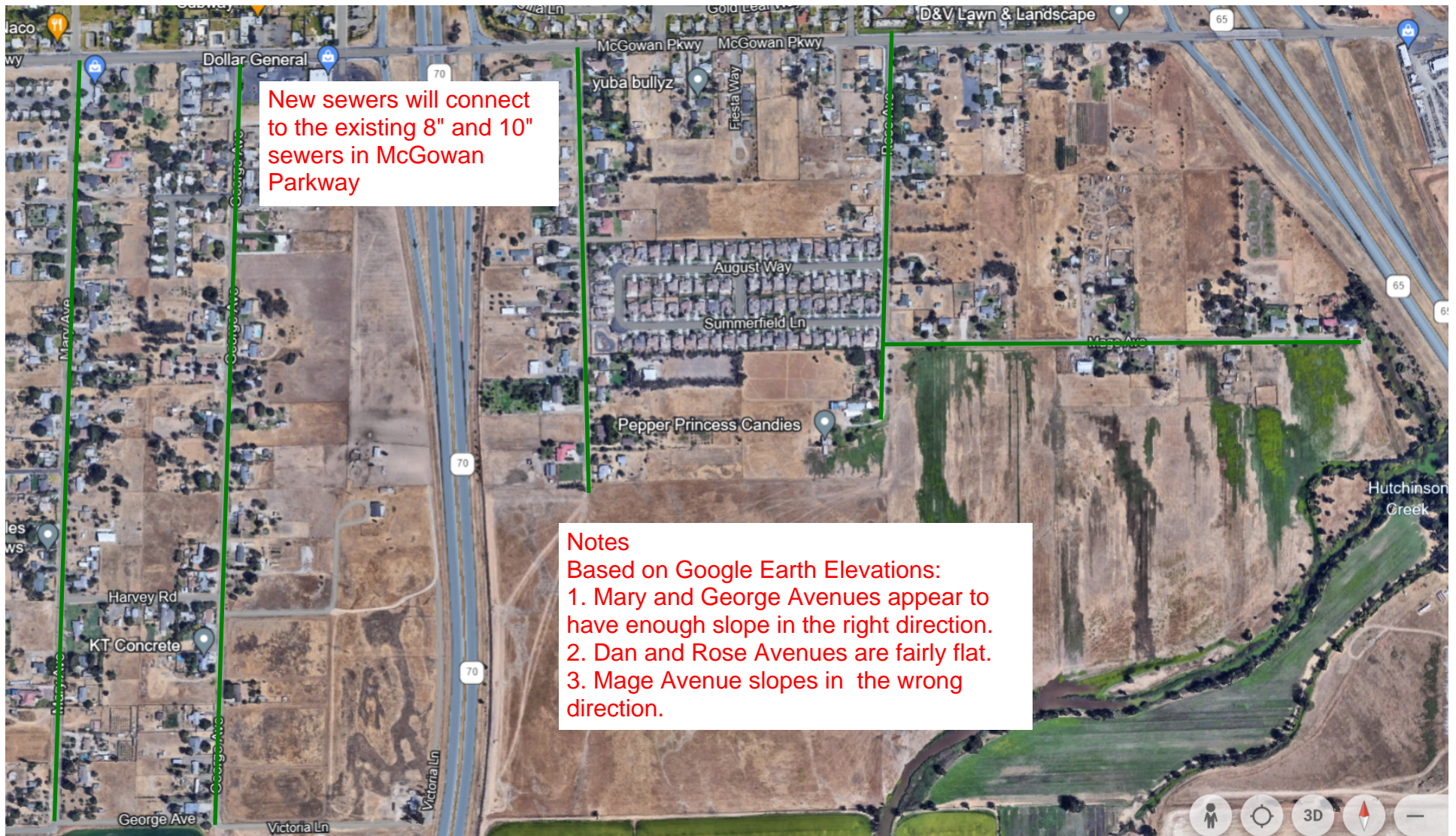
Drawing List- Sewer Lines and Re-plumbs			
	SPM	PE	CAD
Title Sheet		2	2
ANS		2	2
Area Site Plan		2	4
Plan and Profiles, 6 Sheets		16	36
Civil Details		4	8
Piping Details		4	8
<b>Totals</b>		<b>30</b>	<b>60</b>
30%		9	18
60%		9	18
90%		9	18
Final		3	6

Drawing List- Sewer Pump Station			
	SPM	PE	CAD
Civil Site Plan and Horz control		4	6
Mechanical Plan		4	8
Mechanical Sections		2	6
Details		2	6
<b>Totals</b>		<b>12</b>	<b>26</b>
30%		3.6	7.8
60%		3.6	7.8
90%		3.6	7.8
Final		1.2	2.6

# Attachment 1

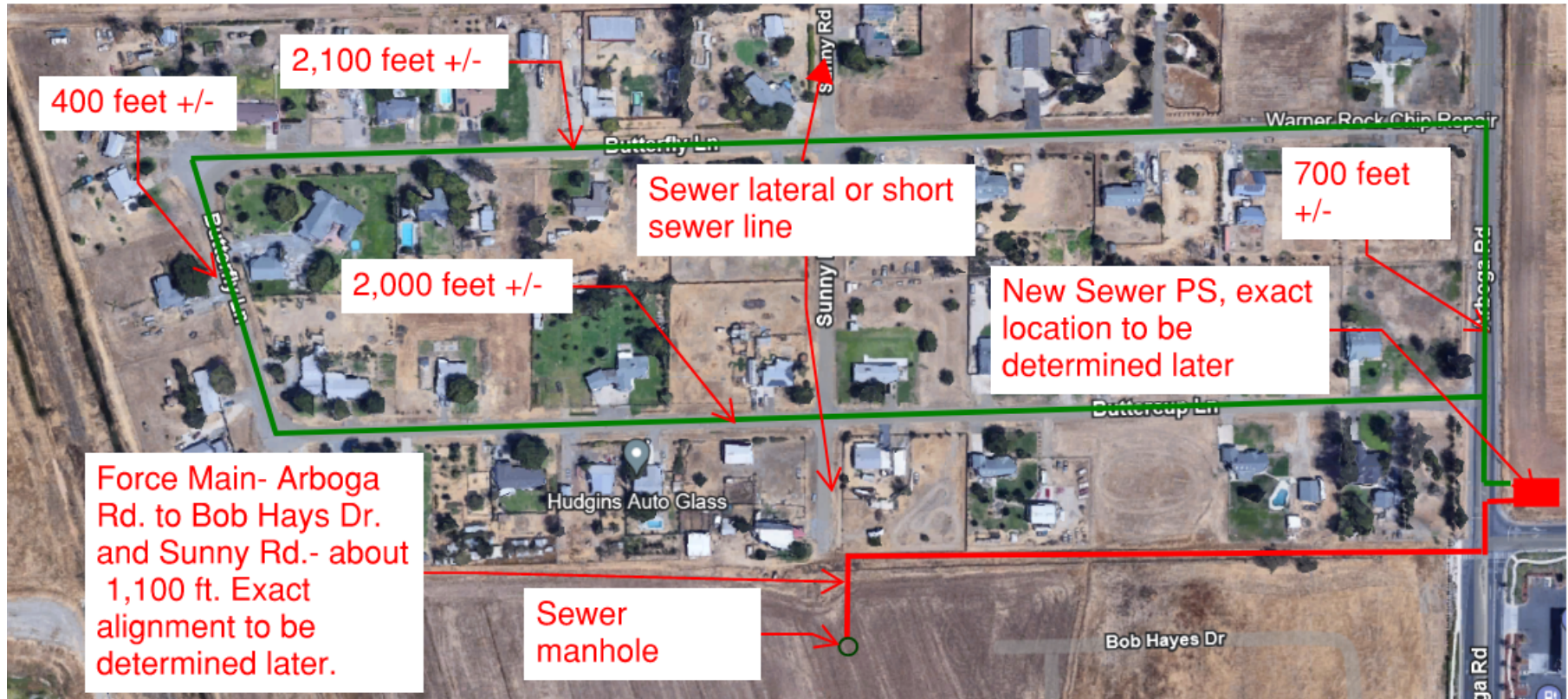


## Attachment 2



OPUD Sewer Area 1 Project Conceptual Map

Attachment 3



OPUD Sewer Area 2 Project Conceptual Map

March 1, 2024

Marc Weinberger, PE, BCEE

*P24-0006*

Subject: Olivehurst Public Utility District Sewer Design Project – Area 1  
Olivehurst, County of Yuba, CA

Dear Marc,

This letter and the attached Agreement for Services is our proposal to provide photogrammetry, substructure utility detecting, surveying and mapping services for Area 1 identified within Figure A shown below for the Olivehurst Public Utility District Sewer Design Project, Olivehurst, Yuba County, CA. Our proposed scope of work and estimated fee is in the attached agreement.

Our current schedule enables us to begin work within 5 days of your NTP and complete our field surveys within 15 working days and delivery of mapping within 35 working days, weather permitting and subject to review when work is authorized. If you would like us to proceed, please sign and return a copy of the attached Agreement for Services agreeing with the scope of work, fee, schedule or return your standard sub-agreement contract.

Let me know if you have any questions or need additional information.

Thank you for this opportunity.

Sincerely,

Steven B. Killmer, PLS  
Survey Project Manager  
**P S O M A S**

**AGREEMENT FOR SERVICES**

AGREEMENT ENTERED INTO AT  
Roseville, California made this 29<sup>th</sup> day of February, 2024, by and between:

**CONSULTANT :**

**CLIENT :**

**PSOMAS**, a California Corporation

**OLIVEHURST PUBLIC UTILITY DISTRICT**

Address:

1410 Rocky Ridge Drive, Suite 300  
Roseville, CA 95661

Address:

1970 9<sup>th</sup> Avenue  
Olivehurst, CA 95961

**CLIENT AND CONSULTANT AGREE AS FOLLOWS:**

Client intends to:

Have a photogrammetry, substructure utility detecting, surveying and mapping services for proposed sewer design project in Olivehurst, CA.

A. Consultant agrees to perform the following scope of services:  
1. As specified in attached Exhibit "A".

B. Client agrees to compensate consultant for such services as follows:  
Estimated lump sum fee of \$93,563.00.

The above estimated fee will not be exceeded without prior authorization from client and is valid for 90 days. Our current schedule enables us to begin within 5 days of your NTP and complete the field surveys within 15 working days and delivery of mapping within 35 working days, weather permitting and subject to review when work is authorized. If you would like us to proceed, please sign and return a copy of the attached Agreement for Services agreeing with the scope of work, fee, and schedule.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and upon the provision on the reverse hereof, and on the date and year indicated above.

**CONSULTANT :**

**PSOMAS**, A California Corporation

**CLIENT :**

**OLIVEHURST PUBLIC UTILITY DISTRICT**

By: \_\_\_\_\_

Name: Scott Bryant, PLS

Title: Vice President

By: \_\_\_\_\_

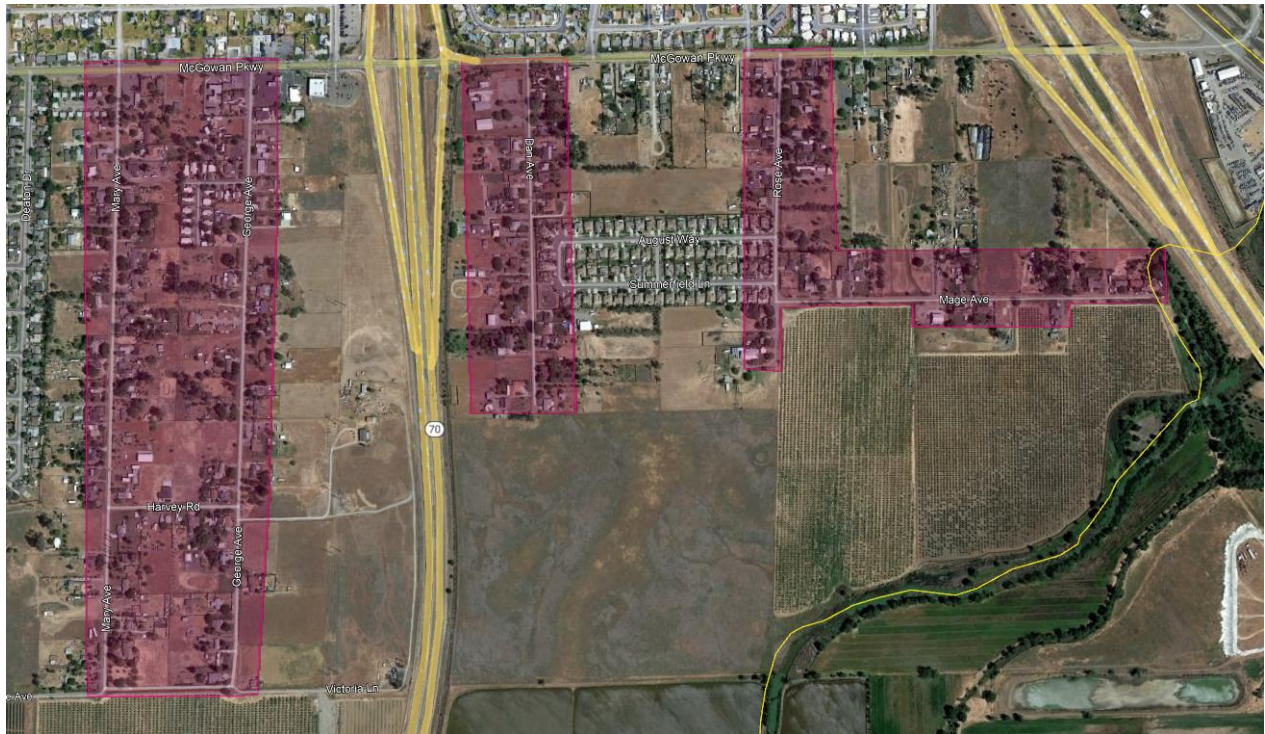
Title:

Date: \_\_\_\_\_

Return a signed copy of the Agreement for Services to the address shown for consultant.

**FIGURE A**

**OLIVEHURST PUBLIC UTILITY DISTRICT SEWER AREA 1**



**EXHIBIT “A”**  
**Scope of Services**

February 29, 2024

**Task 1:**

**Topographic Design Surveys for Olivehurst PUD Sewer Design Project – Area 1**

Olivehurst Public Utility District Sewer Design Project  
Olivehurst, County of Yuba, CA

Project limits for this project as identified within Figure A, shown above, Olivehurst, CA.

Project horizontal datum shall be NAD83 California State Plane Zone II and vertical datum shall be NAVD88, US Survey Feet and based on nearby found NGS HPGN Height Modernization Stations, City of Olivehurst benchmarks or as directed by client.

Psomas will set and establish project control and project datum on sixteen (16) permanent control monuments.

Psomas field surveyors shall set and survey an additional ten (10) semi-permanent survey aerial control points; these points could potentially be suitable for future supplemental design topographic surveys and construction staking in addition to the established project control. Obtain stereo aerial photography of the project limits at a scale of 1” = 40’ with 1-foot contours. The planimetrics to be included are all surface type and roadway features, fences, buildings and power poles. The mapping information will be on individual layers within the electronic drawing files. Frozen layers will contain the remainder of the survey information (information not required to be viewed on the base map). Information shown on frozen and unfrozen layers will be free of conflicts. The mapping information will be individual layers in accordance with National CAD Standards. The aerial mapping shall be used as a background layer, enhanced and suitable for augmentation of future supplemental design level ground surveys and utility surveys. Orthophoto production at 0.20’ Pixel Resolution will be delivered in a TIF/TFW format. Georeferenced color digital orthophotography.

Psomas field surveyors shall locate paint marks, pins, lathe with flagging and/or feathers set by Psomas Subsurface Utility Detection Services (SUE).

Psomas field surveyors shall perform cross sections (roadside ditch/back of curb/back of sidewalk to roadside ditch/back of curb/back of sidewalk) at road intersections and at intervals of 200± feet along the roads to supplement aerial mapping defined above.

Psomas field surveyors shall locate sufficient boundary monuments of record to assist with the development of a LandNet for the project site.



Psomas surveyors shall create a GIS level LandNet for the project site.

Psomas surveyors shall produce a composite archival base map combining all the topographic information. All base mapping shall be prepared in AutoCAD (2021) Civil 3D .dwg format. The drawing will include a 3D tin surface. Contours will be generated at an interval of 1-foot with a mapping scale of 1 inch = 40 feet. The mapping information will be on individual layers in accordance with National CAD Standards.

**Assumptions:**

- Searching for sewer cleanouts or laterals on properties within the project limits will be performed by Psomas SUE for Task 2 herein described or by others.
- Searching for sewer septic tanks and leach fields or other associated apparatuses on properties within the project limits will be performed by others.
- Eight (8) 9-hour days of 2-man field crew time are included in the scope of services; Any additional field crew time would require a separate agreement, or authorization by client.
- Psomas surveyors **will not** be responsible for public noticing prior to survey activities.
- Project site access will be unrestricted. Olivehurst Public Utility District will coordinate access and/or provide keys to allow field crews to access properties participating in this project, as needed.
- Project access and movement on site is assumed to be continuous and uninterrupted.
- Schedule of delivery assumes there will be no weather issues or government required mandates that affect the ability of Psomas to perform the needed tasks

**Exclusions and/or items not included in scope:**

*The following services are excluded from the scope of work of this proposal. If any of the following services are required, Psomas will negotiate the scope and fee for those services.*

- Searching for sewer cleanouts or laterals, sewer septic tanks and leach fields or other associated apparatuses on properties within the project limits.
- USA Notification
- Acquisition of Title Reports
- Title Company fees
- Performing research at the County Recorder's or Surveyor's office
- Performing Preliminary Title Report review and plotting of encumbrances or easements
- Easement resolution or staking of easements
- Boundary Survey, Boundary Dispute, Resolution or Monumentation
- Preparing and filing of a Record of Survey map
- Traffic control or lane closures
- Expert testimony or any form of support for legal proceedings
- Civil Construction Documents
- To bear the cost of excavation and exposing ("potholing") utility locations, and/or video inspections thereof, both on-site and off-site, if, in the opinion of the Consultant, it becomes

necessary and desirable to do so in order to ascertain precise utility condition, location or elevation information. Consultant will not be responsible for the condition, location or depth of existing underground utilities which are shown on the plans based on utility company, agency or Client records.

- Preliminary Grading and Drainage Plan
- Preliminary Utility Plan
- Preliminary Drainage
- Stormwater Quality Report
- Storm Water Pollution Prevention Plan
- Construction Staking
- Training or badging costs for employees

## **Task 2:**

### **Utility Locating Services for Olivehurst PUD Sewer Design Project – Area 1**

Substructure utility detecting and mapping is a branch of the engineering practice that involves managing certain risks associated with utility mapping at appropriate Quality Levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to concerned parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design. Substructure utility detecting and mapping utilizes professionals with the education, training and knowledge of underground utility systems and civil and survey technologies required to verify and reconcile the different methods of utility detecting.

For the purpose of this proposal Psomas has been asked to locate the horizontal and vertical locations, as well as pipe size and pipe material if obtainable, for the underground utilities including water, gas, power, waste, communications and cable/TV for the area represented by the red line as shown in Figure A & B. In addition, will attempt to locate the sewer cleanouts on the property with red dots as shown in Figures C & D. For utility detecting we detect most underground utilities by using one or all of the following: a standard electromagnetic utility locator, a ground penetrating radar unit, sonic wave generator and magnetic locator. With this method, we are able to find: main water supply lines and associated branch lines made of metal (conductive) or water lines installed with a “tracer wire”, sewer and waste lines by electromagnetic location, power lines, telecommunication lines, gas lines with tracer wires.

Our technicians will mark the indications directly on the surface of surveyed areas using the American Public Works Association (APWA) Uniform Color Code. All utility locating marks are made in accordance with the Common Ground Alliance (CGA) Best Practices. Once lines have been detected, we will utilize the best option for marking the utility locations.

Psomas’ subsurface utility detection and mapping team utilizes ASCE’s SUE Guideline 38-02 to define utility locations by Quality Levels A-D. ASCE SUE Guideline 38-02 defines four areas of utility mapping consisting of record utility plotting (QL-D), utility field surveys (QL-C), SUE

detection (QL-B) and potholing (QL-A). For the tasks listed below ASCE Quality Level B, SUE Detection will be performed.

### **DISCLAIMERS**

- Detection of all utilities cannot be guaranteed due to the many variables such as materials, depth, signal interference, lack of record information and environmental factors to name a few.
- The horizontal positions of utilities depicted on the designation deliverable and in the field are considered approximate. To achieve precise horizontal and vertical locations, Quality Level “A” Test Holes must be performed.
- Nonmetallic utilities such as PVC, Asbestos Cement, Terracotta, and Plastic pipes are nonconductive and cannot be traced with electromagnetic instrumentation. Ground Penetrating Radar (GPR) will be used in an attempt to identify nonmetallic utilities. GPR results can be affected by various factors such as pipe size, depth, and most importantly environmental factors such as soil conditions, rebar and subsurface ground water.
- Use of this service does not relieve others of their responsibility to notify 811 Dig Alert prior to any excavation.

**Utility Locating Project Limits: Mary Ave, George Ave, Harvey Lane, Dan Ave, Rose Ave, Mage Ave, Butterfly Lane, Buttercup Lane and the corresponding intersections along McGowan Parkway and Arboga Road (50' from each intersection) as represented by the red lines below in Figures A & B.**

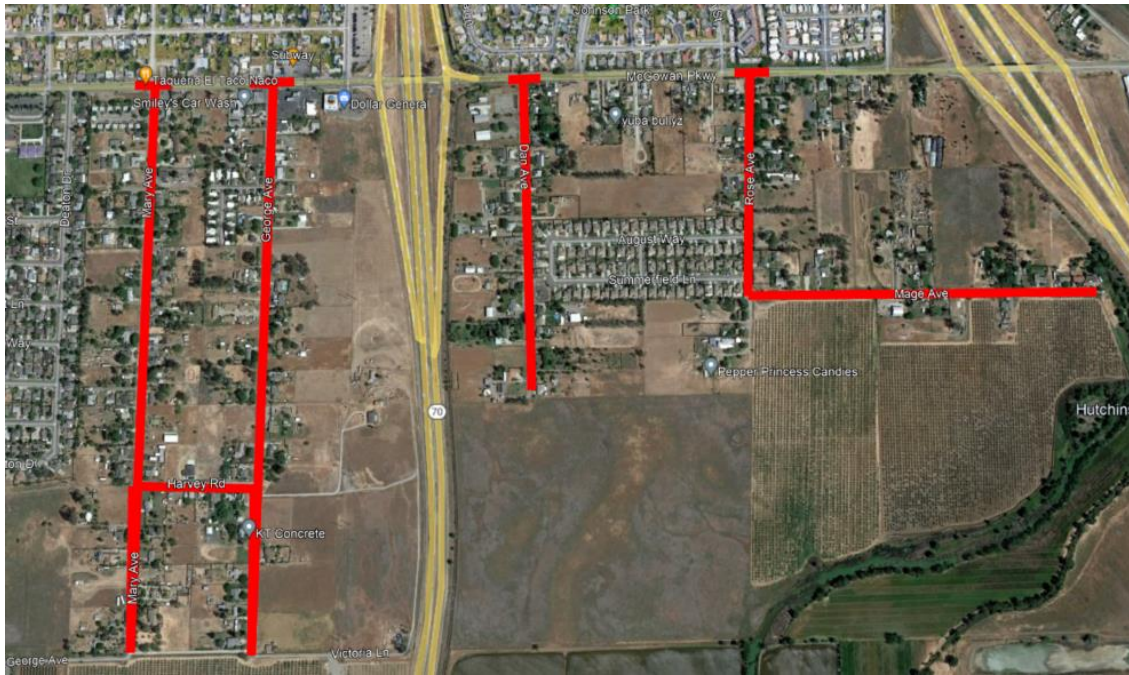
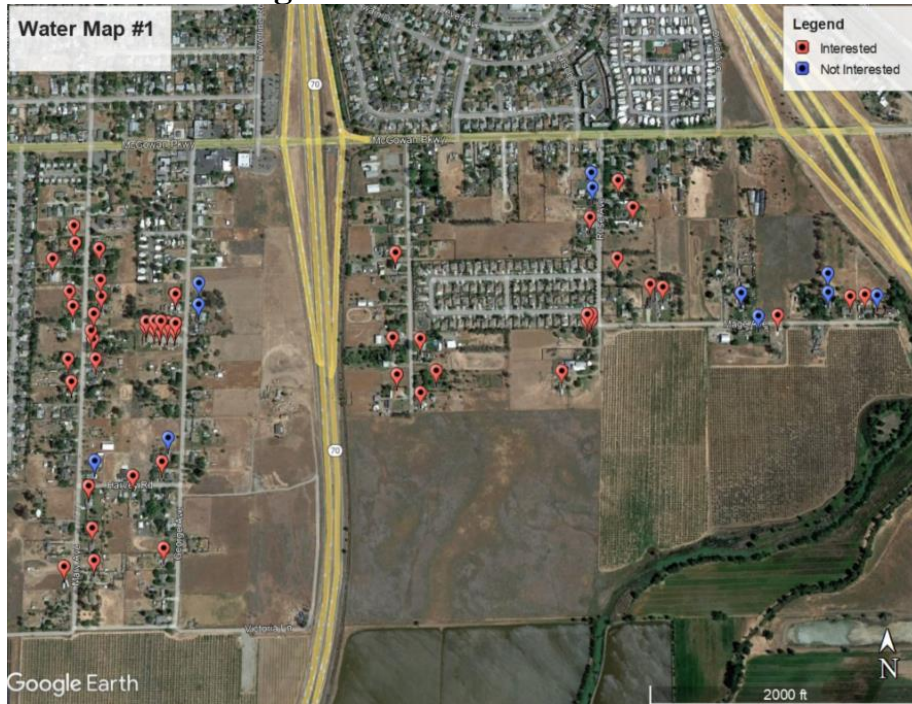


Figure A



Figure B

**Sewer Cleanout Locating Project Limits: Reprinted by the red markers below in Figures C & D. Total of 74 locations.**



**Figure C**



**Figure D**

## Proposed Scope of Utility Detection Services

### Substructure Utility Detecting:

- Utilize standard Substructure Utility Engineering (SUE) detection equipment to locate detectable utilities within the red lined area and locate sewer cleanouts or laterals as shown on the above Figure A-D. Mark and locate sewer cleanouts or laterals estimate are based on 51 locations.
- For the purposes of this proposal costs are included for both the field and accompanying office time. If an additional day(s) of field time are required due to delays the project team will be notified and a change order with the budgetary and schedule impact will be submitted.
- Paint marks, pins, lathe with flagging and/or feathers will be set for the survey field crew to locate once utility locating has been performed.

### Deliverables:

- KMZ File
- SUE Report

### Exceptions/Assumptions:

- Access to be provided by others if needed. Client to notify property owners in advance.
- Permits and traffic control will not be necessary.
- Work will be performed in one mobilization and during daytime hours, Monday through Friday.
- Searching for sewer septic tanks and leach fields or other associated apparatuses on properties within the project limits will be performed by others.

### Fee Schedule:

Task 1: Cost for Field Surveying, Office Support and Aerial Mapping: \$52,743.00

Task 2: Cost for Subsurface Utility Detection Services: \$40,820.00

Total estimated lump sum fee: \$93,743.00

The above estimated fee will not be exceeded without prior authorization from the client and is valid for 90 days. Our current schedule enables us to begin work within 5 days of your NTP and complete field surveys work within 15 working days and delivery of mapping within 35 working days, weather permitting and subject to review when work is authorized. If you would like us to proceed, please sign and return a copy of the attached Agreement for Services agreeing with the scope of work, fee, schedule and terms of the attached standard provisions.

## PROVISIONS OF SURVEY AGREEMENT

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

1. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the Client and Consultant and it shall not be assigned by either Client or Consultant without the prior written consent of the other. It contains the entire Agreement between Client and Consultant relating to the project and the provision of services to the project. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
2. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
3. The Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies, or be responsible for the accuracy of information supplied by the Client, governmental agencies, or others. The Consultant shall only act as advisor in any governmental relations. Consultant's assistance shall not constitute a representation or guarantee that any permit or approval will be acted upon favorably by any governmental authority.
4. All original papers, drawings and documents, and copies thereof, produced as a result of this Agreement, except documents which are required to be filed with public agencies, shall become the property of the Client upon corresponding payment. Any reuse of Consultant prepared work, except for the specific purposes intended hereunder, shall be without liability or legal exposure to Consultant.
5. Client agrees that in performing any requested ALTA surveys in accordance with this Agreement, Consultant agrees to sign the certificate on the survey document attached hereto as Exhibit 1 and incorporated herein by this reference. Certificates, other than Exhibit 1, will be subject to review and revision by Consultant, the cost of which shall be paid by the Client as extra work.
6. In the event that any staking is destroyed or damaged, the cost of re-staking shall be paid by the Client as extra work, provided such work is authorized by Client.
7. Client acknowledges and agrees that if the Consultant provides surveying services, which services require the preparation of a Corner Record or the filing of a Record of Survey in accordance with State of California Business and Professions Code Section 8762, that all of the costs of preparation, examination and filing for the Corner Record or the Record of Survey will be paid by Client as extra work.
8. In recognition of the relative risks and benefits of the project to both Client and Consultant, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant, its owners, employees and subconsultants arising out of or in any way connected to the project, for any and all claims, losses, costs, or damages, such that Consultant's total aggregate liability for the entire project shall not exceed the greater of the fees paid to Consultant under this Agreement or \$50,000. It is intended that this section shall apply to any and all liability or cause of action however alleged or arising.
9. The Client shall pay the costs of all applicable fees, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
10. All fees and other charges will be billed every four weeks and shall be due at the time of billing. Bills paid after 30 days will be delinquent and Client agrees to pay a monthly late payment charge on the unpaid balance of one and one-half percent (1-1/2%) per month. A notice of lien may be filed at Consultant's option. Client agrees to pay for services completed regardless of the outcome of any pending escrow, loan or other transaction.
11. If any arbitration or action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees.
12. Consultant makes no warranty, either expressed or implied, as to his findings, recommendations, maps, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.
13. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for work performed.
14. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project work is suspended and restarts, there will be additional charges due to suspension of the work which shall be paid for by Client as extra work.  
To the fullest extent permitted by law, Client agrees to indemnify, defend and hold harmless Consultant, its partners, officers, agents and employees from any and all claims, demands and liability from third parties arising out of or related to, or alleged to be arising out of or related to any act or omission of Client under this Agreement

---

## Billing Policies and Procedures

---

The relationship with our Clients works best when there is a mutual understanding about fees and payment terms. You are encouraged to discuss with us any questions you may have concerning these policies.

### Billing

The value of our services is determined primarily by the time spent on each Client matter. Our time records are kept on a weekly basis and invoices are prepared every four or five weeks, depending on our accounting calendar.

### Payments

As there is a time lag between rendering professional services and mailing our bills, all invoices are due upon presentation. Any bills that are not paid within thirty days are classified as “delinquent,” and a late charge of 1-1/2 % per month will be added. You have the option of paying any current invoice with a Visa or MasterCard.

### Work Stoppage

Work will be stopped on any job that has invoices outstanding for more than **60 days**. Due to the costs and inefficiencies that results from stopping and restarting a job, an additional “start-up charge” will be assessed.

### Retainers

It is our policy to obtain an advance retainer from all new Clients and from existing Clients under certain circumstances. Also, it occasionally may be appropriate to require an advance retainer after the commencement of a project or to require an increase in a prior retainer. This depends in part on our Client’s payment history and the scope of the work involved.

### Reimbursable Expenses

Costs, other than time charges, are based on usage. Therefore, the cost of blueprinting, messenger service, transportation, and other specific job-related costs are charges as “reimbursable expenses.” Generally, these are a very small portion of the total cost of a project. If requested, we will provide a computer printout which details these costs. We do not provide any additional backup for these generally nominal expenses.

### PSOMAS



Nick Tarditti, CFA  
Chief Financial Officer



**ATTACHMENT 5**

March 1, 2024

Marc Weinberger, PE, BCEE

*P24-0006*

Subject: Olivehurst Public Utility District Sewer Design Project – Area 2  
Olivehurst, County of Yuba, CA

Dear Marc,

This letter and the attached Agreement for Services is our proposal to provide photogrammetry, substructure utility detecting, surveying and mapping services for Area 1 identified within Figure A shown below for the Olivehurst Public Utility District Sewer Design Project, Olivehurst, Yuba County, CA. Our proposed scope of work and estimated fee is in the attached agreement.

Our current schedule enables us to begin work within 5 days of your NTP and complete our field surveys within 15 working days and delivery of mapping within 30 working days, weather permitting and subject to review when work is authorized. If you would like us to proceed, please sign and return a copy of the attached Agreement for Services agreeing with the scope of work, fee, schedule or return your standard sub-agreement contract.

Let me know if you have any questions or need additional information.

Thank you for this opportunity.

Sincerely,

Steven B. Killmer, PLS  
Survey Project Manager  
**P S O M A S**

**AGREEMENT FOR SERVICES**

AGREEMENT ENTERED INTO AT  
Roseville, California made this 29<sup>th</sup> day of February, 2024, by and between:

**CONSULTANT :**

**CLIENT :**

**PSOMAS**, a California Corporation

**OLIVEHURST PUBLIC UTILITY DISTRICT**

Address:

1410 Rocky Ridge Drive, Suite 300  
Roseville, CA 95661

Address:

1970 9<sup>th</sup> Avenue  
Olivehurst, CA 95961

**CLIENT AND CONSULTANT AGREE AS FOLLOWS:**

Client intends to:

Have photogrammetry, substructure utility detecting, surveying and mapping services for proposed sewer design project in Olivehurst, CA.

A. Consultant agrees to perform the following scope of services:  
1. As specified in attached Exhibit "A".

B. Client agrees to compensate consultant for such services as follows:  
Estimated lump sum fee of \$38,561.00.

The above estimated fee will not be exceeded without prior authorization from client and is valid for 90 days. Our current schedule enables us to begin within 5 days of your NTP and complete the field surveys within 15 working days and delivery of mapping within 30 working days, weather permitting and subject to review when work is authorized. If you would like us to proceed, please sign and return a copy of the attached Agreement for Services agreeing with the scope of work, fee, and schedule.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and upon the provision on the reverse hereof, and on the date and year indicated above.

**CONSULTANT :**

**PSOMAS**, A California Corporation

**CLIENT :**

**OLIVEHURST PUBLIC UTILITY DISTRICT**

By: \_\_\_\_\_  
Name: Scott Bryant, PLS  
Title: Vice President

By: \_\_\_\_\_  
Title:

Date: \_\_\_\_\_

Return a signed copy of the Agreement for Services to the address shown for consultant.

**FIGURE A**  
**OLIVEHURST PUBLIC UTILITY DISTRICT SEWER AREA 2**



**EXHIBIT “A”**  
**Scope of Services**

February 29, 2024

**Topographic Design Surveys for Olivehurst PUD Sewer Design Project – Area 2**  
Olivehurst Public Utility District Sewer Design Project  
Olivehurst, County of Yuba, CA

Project limits for this project as identified within Figure A, shown above, Olivehurst, CA.

Project horizontal datum shall be NAD83 California State Plane Zone II and vertical datum shall be NAVD88, US Survey Feet and based on nearby found NGS HPGN Height Modernization Stations, City of Olivehurst benchmarks or as directed by client.

Psomas will set and establish project control and project datum on six (6) permanent control monuments.

Psomas field surveyors shall set and survey an additional four (4) semi-permanent survey aerial control points; these points could potentially be suitable for future supplemental design topographic surveys and construction staking in addition to the established project control. Obtain stereo aerial photography of the project limits at a scale of 1” = 40’ with 1-foot contours. The planimetrics to be included are all surface type and roadway features, fences, buildings and power poles. The mapping information will be on individual layers within the electronic drawing files. Frozen layers will contain the remainder of the survey information (information not required to be viewed on the base map). Information shown on frozen and unfrozen layers will be free of conflicts. The mapping information will be individual layers in accordance with National CAD Standards. The aerial mapping shall be used as a background layer, enhanced and suitable for augmentation of future supplemental design level ground surveys and utility surveys. Orthophoto production at 0.20’ Pixel Resolution will be delivered in a TIF/TFW format. Georeferenced color digital orthophotography.

Psomas field surveyors shall locate paint marks, pins, lathe with flagging and/or feathers set by Psomas Utility Detection Services (SUE).

Psomas field surveyors shall perform cross sections (roadside ditch/back of curb/back of sidewalk to roadside ditch/back of curb/back of sidewalk) at road intersections and at intervals of 200± feet along the straight sections of roads to supplement aerial mapping defined above.

Psomas field surveyors shall locate sufficient boundary monuments of record to assist with the development of a LandNet for the project site.

Psomas surveyors shall create a GIS level LandNet for the project site.

Psomas surveyors shall produce a composite archival base map combining all the topographic information. All base mapping shall be prepared in AutoCAD (2021) Civil 3D .dwg format. The drawing will include a 3D tin surface. Contours will be generated at an interval of 1-foot with a mapping scale of 1 inch = 40 feet. The mapping information will be on individual layers in accordance with National CAD Standards.

**Assumptions:**

- Searching for sewer cleanouts or laterals on properties within the project limits will be performed by Psomas SUE for Task 2 herein described or by others.
- Searching for sewer septic tanks and leach fields or other associated apparatuses on properties within the project limits will be performed by others.
- Four (4) 9-hour days of 2-man field crew time are included in the scope of services; Any additional field crew time would require a separate agreement, or authorization by client.
- Psomas surveyors **will not** be responsible for public noticing prior to survey activities.
- Project site access will be unrestricted. Olivehurst Public Utility District will coordinate access and/or provide keys to allow field crews to access properties participating in this project, as needed.
- Project access and movement on site is assumed to be continuous and uninterrupted.
- Schedule of delivery assumes there will be no weather issues or government required mandates that affect the ability of Psomas to perform the needed tasks.

**Exclusions and/or items not included in scope:**

*The following services are excluded from the scope of work of this proposal. If any of the following services are required, Psomas will negotiate the scope and fee for those services.*

- Searching for sewer cleanouts or laterals, sewer septic tanks and leach fields or other associated apparatuses on properties within the project limits by Psomas survey field crews.
- USA Notification
- Acquisition of Title Reports
- Title Company fees
- Performing research at the County Recorder's or Surveyor's office
- Performing Preliminary Title Report review and plotting of encumbrances or easements
- Easement resolution or staking of easements
- Boundary Survey, Boundary Dispute, Resolution or Monumentation
- Preparing and filing of a Record of Survey map
- Traffic control or lane closures
- Expert testimony or any form of support for legal proceedings
- Civil Construction Documents
- To bear the cost of excavation and exposing ("potholing") utility locations, and/or video inspections thereof, both on-site and off-site, if, in the opinion of the Consultant, it becomes necessary and desirable to do so in order to ascertain precise utility condition, location or elevation information. Consultant will not be responsible for the condition, location or depth of

existing underground utilities which are shown on the plans based on utility company, agency or Client records.

- Preliminary Grading and Drainage Plan
- Preliminary Utility Plan
- Preliminary Drainage
- Stormwater Quality Report
- Storm Water Pollution Prevention Plan
- Construction Staking
- Training or badging costs for employees

### **Task 2:**

#### **Utility Locating Services for Olivehurst PUD Sewer Design Project – Area 2**

Substructure utility detecting and mapping is a branch of the engineering practice that involves managing certain risks associated with utility mapping at appropriate Quality Levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to concerned parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design. Substructure utility detecting and mapping utilizes professionals with the education, training and knowledge of underground utility systems and civil and survey technologies required to verify and reconcile the different methods of utility detecting.

For the purpose of this proposal Psomas has been asked to locate the horizontal and vertical locations, as well as pipe size and pipe material if obtainable, for the underground utilities including water, gas, power, waste, communications and cable/TV for the area represented by the red line as shown in Figure A & B. In addition, will attempt to locate the sewer cleanouts on the property with red dots as shown in Figures C & D. For utility detecting we detect most underground utilities by using one or all of the following: a standard electromagnetic utility locator, a ground penetrating radar unit, sonic wave generator and magnetic locator. With this method, we are able to find: main water supply lines and associated branch lines made of metal (conductive) or water lines installed with a “tracer wire”, sewer and waste lines by electromagnetic location, power lines, telecommunication lines, gas lines with tracer wires.

Our technicians will mark the indications directly on the surface of surveyed areas using the American Public Works Association (APWA) Uniform Color Code. All utility locating marks are made in accordance with the Common Ground Alliance (CGA) Best Practices. Once lines have been detected, we will utilize the best option for marking the utility locations.

Psomas’ subsurface utility detection and mapping team utilizes ASCE’s SUE Guideline 38-02 to define utility locations by Quality Levels A-D. ASCE SUE Guideline 38-02 defines four areas of utility mapping consisting of record utility plotting (QL-D), utility field surveys (QL-C), SUE detection (QL-B) and potholing (QL-A). For the tasks listed below ASCE Quality Level B, SUE Detection will be performed.

**DISCLAIMERS**

- Detection of all utilities cannot be guaranteed due to the many variables such as materials, depth, signal interference, lack of record information and environmental factors to name a few.
- The horizontal positions of utilities depicted on the designation deliverable and in the field are considered approximate. To achieve precise horizontal and vertical locations, Quality Level “A” Test Holes must be performed.
- Nonmetallic utilities such as PVC, Asbestos Cement, Terracotta, and Plastic pipes are nonconductive and cannot be traced with electromagnetic instrumentation. Ground Penetrating Radar (GPR) will be used in an attempt to identify nonmetallic utilities. GPR results can be affected by various factors such as pipe size, depth, and most importantly environmental factors such as soil conditions, rebar and subsurface ground water.
- Use of this service does not relieve others of their responsibility to notify 811 Dig Alert prior to any excavation.

**Utility Locating Project Limits: Mary Ave, George Ave, Harvey Lane, Dan Ave, Rose Ave, Mage Ave, Butterfly Lane, Buttercup Lane and the corresponding intersections along McGowan Parkway and Arboga Road (50' from each intersection) as represented by the red lines below in Figures A & B.**



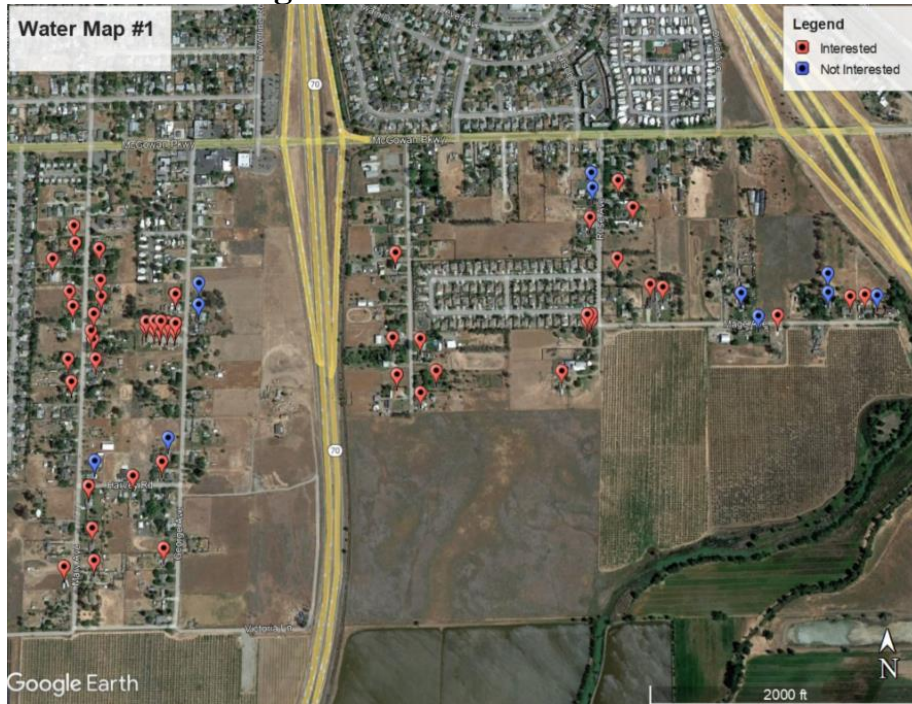
Figure A



Figure B



**Sewer Cleanout Locating Project Limits: Reprinted by the red markers below in Figures C & D. Total of 74 locations.**



**Figure C**



**Figure D**

## Proposed Scope of Utility Detection Services

### Substructure Utility Detecting:

- Utilize standard Substructure Utility Engineering (SUE) detection equipment to locate detectable utilities within the red lined area and locate sewer cleanouts as shown on the above Figure A-D. Mark and locate sewer cleanout estimate are based on 23 locations.
- For the purposes of this proposal costs are included for both the field and accompanying office time. If an additional day(s) of field time are required due to delays the project team will be notified and a change order with the budgetary and schedule impact will be submitted.
- Paint marks, pins, lathe with flagging and/or feathers will be set for the survey field crew to locate once utility locating has been performed.

### Deliverables:

- KMZ File
- SUE Report

### Exceptions/Assumptions:

- Access to be provided by others if needed. Client to notify property owners in advance.
- Permits and traffic control will not be necessary.
- Work will be performed in one mobilization and during daytime hours, Monday through Friday.
- Searching for sewer septic tanks and leach fields or other associated apparatuses on properties within the project limits will be performed by others.

### Fee Schedule:

Task 1: Cost for Field Surveying, Office Support and Aerial Mapping: \$25,311.00

Task 2: Cost for Substructure Utility Detection Services: \$13,250.00.

Total estimated lump sum fee: \$38,561.00

The above estimated fee will not be exceeded without prior authorization from the client and is valid for 90 days. Our current schedule enables us to begin work within 5 days of your NTP and complete field surveys work within 15 working days and delivery of mapping within 30 working days, weather permitting and subject to review when work is authorized. If you would like us to proceed, please sign and return a copy of the attached Agreement for Services agreeing with the scope of work, fee, schedule and terms of the attached standard provisions.

## PROVISIONS OF SURVEY AGREEMENT

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

1. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the Client and Consultant and it shall not be assigned by either Client or Consultant without the prior written consent of the other. It contains the entire Agreement between Client and Consultant relating to the project and the provision of services to the project. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
2. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
3. The Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies, or be responsible for the accuracy of information supplied by the Client, governmental agencies, or others. The Consultant shall only act as advisor in any governmental relations. Consultant's assistance shall not constitute a representation or guarantee that any permit or approval will be acted upon favorably by any governmental authority.
4. All original papers, drawings and documents, and copies thereof, produced as a result of this Agreement, except documents which are required to be filed with public agencies, shall become the property of the Client upon corresponding payment. Any reuse of Consultant prepared work, except for the specific purposes intended hereunder, shall be without liability or legal exposure to Consultant.
5. Client agrees that in performing any requested ALTA surveys in accordance with this Agreement, Consultant agrees to sign the certificate on the survey document attached hereto as Exhibit 1 and incorporated herein by this reference. Certificates, other than Exhibit 1, will be subject to review and revision by Consultant, the cost of which shall be paid by the Client as extra work.
6. In the event that any staking is destroyed or damaged, the cost of re-staking shall be paid by the Client as extra work, provided such work is authorized by Client.
7. Client acknowledges and agrees that if the Consultant provides surveying services, which services require the preparation of a Corner Record or the filing of a Record of Survey in accordance with State of California Business and Professions Code Section 8762, that all of the costs of preparation, examination and filing for the Corner Record or the Record of Survey will be paid by Client as extra work.
8. In recognition of the relative risks and benefits of the project to both Client and Consultant, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant, its owners, employees and subconsultants arising out of or in any way connected to the project, for any and all claims, losses, costs, or damages, such that Consultant's total aggregate liability for the entire project shall not exceed the greater of the fees paid to Consultant under this Agreement or \$50,000. It is intended that this section shall apply to any and all liability or cause of action however alleged or arising.
9. The Client shall pay the costs of all applicable fees, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
10. All fees and other charges will be billed every four weeks and shall be due at the time of billing. Bills paid after 30 days will be delinquent and Client agrees to pay a monthly late payment charge on the unpaid balance of one and one-half percent (1-1/2%) per month. A notice of lien may be filed at Consultant's option. Client agrees to pay for services completed regardless of the outcome of any pending escrow, loan or other transaction.
11. If any arbitration or action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees.
12. Consultant makes no warranty, either expressed or implied, as to his findings, recommendations, maps, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.
13. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for work performed.
14. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project work is suspended and restarts, there will be additional charges due to suspension of the work which shall be paid for by Client as extra work.  
To the fullest extent permitted by law, Client agrees to indemnify, defend and hold harmless Consultant, its partners, officers, agents and employees from any and all claims, demands and liability from third parties arising out of or related to, or alleged to be arising out of or related to any act or omission of Client under this Agreement

---

## Billing Policies and Procedures

---

The relationship with our Clients works best when there is a mutual understanding about fees and payment terms. You are encouraged to discuss with us any questions you may have concerning these policies.

### Billing

The value of our services is determined primarily by the time spent on each Client matter. Our time records are kept on a weekly basis and invoices are prepared every four or five weeks, depending on our accounting calendar.

### Payments

As there is a time lag between rendering professional services and mailing our bills, all invoices are due upon presentation. Any bills that are not paid within thirty days are classified as “delinquent,” and a late charge of 1-1/2 % per month will be added. You have the option of paying any current invoice with a Visa or MasterCard.

### Work Stoppage

Work will be stopped on any job that has invoices outstanding for more than **60 days**. Due to the costs and inefficiencies that results from stopping and restarting a job, an additional “start-up charge” will be assessed.

### Retainers

It is our policy to obtain an advance retainer from all new Clients and from existing Clients under certain circumstances. Also, it occasionally may be appropriate to require an advance retainer after the commencement of a project or to require an increase in a prior retainer. This depends in part on our Client’s payment history and the scope of the work involved.

### Reimbursable Expenses

Costs, other than time charges, are based on usage. Therefore, the cost of blueprinting, messenger service, transportation, and other specific job-related costs are charges as “reimbursable expenses.” Generally, these are a very small portion of the total cost of a project. If requested, we will provide a computer printout which details these costs. We do not provide any additional backup for these generally nominal expenses.

### PSOMAS



Nick Tarditti, CFA  
Chief Financial Officer