

## Professional Services Work Order

**Client:** Las Posadas 4-H Camp Board  
Attention: Matthew Torrence  
2312 Sundance Street  
Santa Rosa, CA 95403  
Phone: (707)529-6806  
Email: [MLTorrence@petersoncat.com](mailto:MLTorrence@petersoncat.com)

Project Number: 2799-23  
Date: February 28, 2023

**Project Site:** 805 Las Posadas Road, Angwin, CA 94508

**A.P.N:** 025-030-022

**Scope of Services:** Consulting civil engineering services shall include development of an overall site map of the subject property to determine areas that could potentially be suitable for septic development based on existing slopes and required septic setbacks to existing features. Services shall also include performing a site evaluation to review soils in the areas that may be suitable for septic development. Should septic suitable soils be found, a site evaluation will be scheduled with the County of Napa to formally document the onsite soils. If necessary, soil samples shall be collected from pertinent soil horizons. Samples shall be sent to a soil laboratory for hydrometer testing, and shrink-swell testing if necessary, to provide soil texture documentation and determination of percolation rate. Hydrometer testing shall be performed at an approximate cost of \$180.00 per soil sample and shrink-swell testing, if required, shall be performed at an approximate cost of \$348.00 per sample. Services shall also include backhoe services, which will be required to be onsite for the duration of the site visits.

**Soil Investigation Estimated Fee= \$2,600.00**  
**Backhoe Services Estimated Fee= \$2,800.00**  
**Site Evaluation with County Estimated Fee= \$2,600.00**

The client is responsible for any County required fees. This work order does not include site plan or report changes for redline comments that arise from submittals or changes per the client and/or owner. This work order also provides a vehicle for BC Engineering Group, Inc. to provide consulting civil engineering services as requested by the client. Correspondence, coordination, and inspections shall be performed by BC Engineering Group to facilitate the permitting of the project on a time and materials basis.

**Compensation:** Statements and/or invoices shall be provided to the client monthly for a percentage of service provided, and at the fees illustrated on the attached rate schedule. Reimbursable expenses shall be billed per the attached rate schedule at the time professional services are billed as described above.

**Ancillary Project Coordination:** Projects occasionally require ancillary coordination services, beyond the specified scope, to reach successful completion. The time necessary varies per project and is difficult to quantify. Such coordination may include communication and participation with public agencies for permits, owner's representatives, real estate agents, sub-consultants, answering construction questions, site visits during construction and more. This work order does not include coordination time unless specified in the scope of services. Ancillary coordination time will be billed per the attached rate schedule.

- Please understand that service will not be undertaken until this work order is signed. Any estimate given is an APPROXIMATION only, valid for 45 days, and is NOT to be construed as maximum cost. Fees outlined in this contract shall be applicable for a period of one calendar year.
- All accounts are billed monthly and are due and payable upon receipt. A late charge of 1.8% of the unpaid balance per month shall be added to any bill delinquent 30 days or more. Please understand that it may be necessary for work to be stopped on delinquent accounts.
- Either party may cancel this agreement upon issuing a written cancellation giving 5 working days notice to the other party. Cancellation of this work order presupposes payment for work already completed.
- The client shall pay all agency fees and sub-consultant fees per the attached rate schedule.
- The undersigned hereby acknowledges receipt of the attached Rate Schedule and authorizes the above services on the conditions set forth herein.

- This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of client and consultant.
- This agreement shall not be assigned by either client or consultant without the prior written consent of the other. Neither client nor consultant shall assign claims arising from the agreement without the prior written consent of the other.
- Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all such documents on electronic media, prepared by consultant are instruments of service, and shall remain the property of consultant and may be used by consultant without the consent of client. In the event client is in default of any of the terms and conditions of this agreement, any license or right to utilize the instruments of service by client, is automatically revoked.
- Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by consultant which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by consultant.
- Client acknowledges consultant has the right to complete all services agreed to be rendered pursuant to this agreement. 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 services performed.
- Client agrees that all billings from consultant to client are correct and binding on client unless client, within ten (10) days from the date of receipt of such billing/ notifies consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
- Should any litigation be commenced between the parties to this agreement, or the rights and duties of either party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for their attorney's fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.
- Client agrees to indemnify, defend, and hold BC Engineering Group harmless from and against any and all claims, liabilities, suits, demands, losses and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses incurred on appeal, and all interest thereon, accruing or resulting to any and all person, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses arising out of the project and/or the performance or non-performance of obligations under this agreement, except to the extent such damages or losses are found by a court to be caused by BC Engineering Group's negligent errors or omissions.
- Client agrees to limit the liability of BC Engineering Group, its principals, employees and subconsultants, to client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, including attorney and expert fees, to the sum of \$15,000 or this work order's fee, whichever is greater.
- It is agreed that liability claims for services rendered, damages, cost of defense or other expenses levied against BC Engineering Group shall be limited to one times the fee paid. The fee for work performed by BC Engineering Group under this agreement directly reflects this limitation of liability. BC Engineering Group shall not be liable for damages that may arise out of work done by other professional consultants.
- Client is responsible for breakage of any underground utilities that are not properly marked or located by the client.
- By signing this work order the client acknowledges that BC Engineering Group has no control over the performance of excavating contractors or backhoe operators hired by either BC Engineering Group or the client. The client further acknowledges that excavations may result in disturbed soils, settlement, sinkage, or compaction, which may result in depressed terrain at the excavated areas.
- 48 hour written notice is required to cancel site inspections. Cancellations made with insufficient notice shall be billed in full.
- The work order fees provided in this document are estimates based on the information provided. If additional time is needed to complete a site visit, it will be billed per the attached rate schedule as time and materials, and is authorized under this work order. If the project specifications change, or additional site visits are required, cost and expense estimates may vary from the estimated fee listed in this work order.
- Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations, or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
- Client acknowledges that consultant is not responsible for the performance of work by third parties, including, but not limited to, the construction contractor and its subcontractors.
- Notwithstanding any other provision of this agreement, and to the extent permitted by law, neither the client nor the consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, punitive or consequential damages arising out of or connected in any way to the project or to this agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect or consequential damage that either party may have incurred from any cause or action.
- Any dispute arising out of or relating to the performance or non- performance of any aspect of this agreement of the work performed shall be resolved as follows:



- Prior to the commencement of any legal action, the parties agree to meet in good faith, with or without counsel, to attempt to resolve the dispute informally. Said meeting shall take place within 30 days of the dispute arising.
- If the informal meeting is unsuccessful, the parties agree within 30 days to select a mutually agreed upon mediator. If the parties cannot agree on a mediator, they shall contact JAMS or AMC and request that the mediation coordinator select a mediator from their panel. The mediation session shall take place, if possible, within 90 days of the informal meeting.
- If mediation is unsuccessful, either party may initiate legal action, said action being agreed that it shall be filed in Sonoma County Superior Court.
- In any dispute resolution proceeding, the parties agree that they shall share equally in the cost of any informal meeting or mediation. The parties further agree that each side shall bear the cost of their own attorney's fees, and neither side shall recover attorney's fees from the other for either the informal meeting or mediation.
- BC Engineering Group will diligently proceed with the work contracted for and will submit its work in a timely manner, but it is expressly agreed and understood that BC Engineering Group shall not be held responsible for delays occasioned by factors beyond its control, nor factors which could not have been reasonably foreseen at the time of execution of the agreement between parties. If the client is a corporation, individual or individuals who contract with BC Engineering Group on behalf of the client warrant that they are duly authorized agents of the client and are empowered to so contract.
- Due to inflation, billing rates may be subject to an increase.
- MECHANIC'S LIEN WARNING:
  - Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the County Recorder.
  - Even if you pay your Contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanic's liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.
  - To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice". This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.
  - **BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your Contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime Contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.
  - **PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your Contractor of all the subcontractors and material suppliers that work on your project. Find out from your Contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.
  - **PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your Contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the Contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752)
  - **REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or, depending on the amount of the lien, face the forced sale of your home to pay what you owe.
  - CSLB is the State consumer protection agency that licenses and regulates construction Contractors. Contact CSLB for information about the licensed Contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.
  - Use only licensed Contractors. If you file a complaint against a licensed Contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed Contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed Contractor or the unlicensed Contractor's employees.
  - For more information:
    - Visit CSLB's Website at [www.cslb.ca.gov](http://www.cslb.ca.gov), Call CSLB at 800-321-CSCL (2752), Write CSLB at P. O. Box 26000, Sacramento, CA 95826



**BC Engineering Group**  
*Civil Engineering & Land Planning*

Thomas J. Billeter, P.E. 78125

Matthew Torrence, Client

Property Owner Name: **State of California**

Property Owner Mailing Address: 753 Las Posadas Road, Angwin CA 94508

Property Owner Email: Peter.Leuzinger@fire.ca.gov

Property Owner Phone: (707) 953-2502



## **Civil Engineering & Planning Billing Rate Schedule**

Principal Engineer:.....	\$225/Hour
Project Manager:.....	\$210/Hour
Project Engineer:.....	\$195/Hour
Civil Designer:.....	\$185/Hour
Engineering Technician:.....	\$165/Hour
Project Coordinator:.....	\$150/Hour
AutoCAD Drafting.....	\$145/Hour
Administration:.....	\$115/Hour

## **Landscape Architecture Billing Rate Schedule**

Senior Landscape Architect:.....	\$210/Hour
Landscape Project Manager:.....	\$195/Hour
Landscape Designer:.....	\$170/Hour
AutoCAD Drafting.....	\$145/Hour
Administration:.....	\$115/Hour

## **Reimbursable Schedule**

Markup on sub-consultant and agency fees .....	20%
Vehicle Mileage.....	62.5¢/mile
Plan Printing, postage, and materials.....	Cost + 10%