

American River Flood Control District

Nepenthe Homeowners Association – Boundary Survey Cost Share Staff Report

Discussion:

The Nepenthe Homeowner's Association(HoA) provides landscaping and grounds maintenance on the parcel adjacent to the levee parcel along the American River North Levee between Howe Avenue and the Guy West Bridge. In the past, the HoA irrigated and mowed the grass covering on the landside levee slope. In 2020, the HoA contacted the District and indicated they no longer wanted to provide the maintenance service to the levee. The District welcomed the opportunity to re-initiate standard O&M practices on the levee reach and to remove any buried irrigation lines in the levee as that is no longer an accepted encroachment.

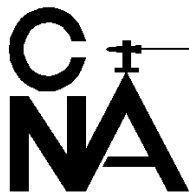
Over the subsequent two maintenance seasons, the HoA has some members commenting on the changed nature of the levee surface and the dry non-irrigated conditions and appearance. The HoA asked if the District would consider cost-sharing a boundary survey so the boundary could be marked in the field and the HoA could have a better indication of what property they actually have responsibility for.

The District has split the cost of a shared boundary survey and in-field marking for a number of parcels along the levee. This practice has helped neighbor relations and led to appropriate acceptance of responsibilities for land care operations and maintenance.

Attached are two cost estimates obtained by Nepenthe Homeowner's Association.

Recommendation:

The General Manager recommends that the Board of Trustees offer to split the cost of a survey to mark the shared boundary between the private and public parcels.



CNA ENGINEERING INC.

CIVIL ENGINEERING LAND SURVEYING PLANNING

CHRIS OLIVEIRA
RCE 33407

STEPHEN J. NORMAN

June 3, 2022

Betsi Ledesma
Nepenthe Association
1131 Commons Drive
Sacramento, CA 95825
Phone: (916) 929-8380
Email: bettsi.ledesma@fsresidential.com

**Re: 1425 to 1653 University Avenue – Sacramento CA
Stake Points on Property Line along Levee
Professional Services Project Proposal**

Dear Betsi:

CNA Engineering, Inc. is pleased to submit this proposal for your Project. We propose to do the following professional service:

Stake Points on Line

1. Stake Points on Property Line along Levee to include:
 - a. Review pertinent recorded map(s)
 - b. Compute proposed stake locations (50' on center – approx. 22 points)
 1. Stake out sheet to be reviewed and approved by client
 - c. Access survey control
 1. Stake points on line as approved

\$3,500.00 Fixed Fee
+ reimbursables

NOTES:

- Prior to starting the survey / staking scope(s) – CNA Engineering, Inc. requires 100% of said scope(s) of the contract to be paid.
- Plan changes of any kind that are requested and/or required by any entity albeit the owner, architect, contractor, city, county, regulatory agency, etc., will be billed on a time and material basis – see attached fee schedule.
- Contract prices do not include any fees that might be required by the city, county and/or any other entity/agency.
- If needed, client to provide CNA Engineering, Inc. with a current grant deed if our office is unable to obtain one through public records.
- If needed, client to provide CNA Engineering, Inc. with a current title report (no older than 60-days) and chain of title.

- CNA Engineering, Inc. will NOT release plans and such if account is outstanding.
- CNA Engineering, Inc. will bill on a time and materials basis for consultation in-office and/or site meetings / phone calls / emails, etc. with client and/or their agent addressing the project and/or the re-design of project and/or how to do things at the project site – construction administration, etc.
- If project is started and becomes idle for 6 months or more, there will be a re-start fee to be determined at the time of re-start.
- This Contract does not include any of the following items, unless specified in the scope of work:

<ol style="list-style-type: none"> 1. Survey Control 2. Drainage Design and/or Calculations 3. Drainage Studies 4. Hydraulic Studies 5. Sewer Studies 6. Water Flow and/or Pressure Studies 7. Storm Drain/Water Quality Calculation and Design 8. Structural Calculation and Details for Retaining Walls and/or Other Improvements 9. Soils Reports 10. Biological and/or Archeological Studies 11. Arborist Reports 12. Construction Staking 	<ol style="list-style-type: none"> 13. Acoustical Reports (sound studies) 14. Any Other Specific Engineering 15. Title Reports or Documents 16. Recording of Documents or Maps 17. Legal Descriptions 18. Dedication Documents 19. Right of Entry Documents 20. Fees for Permits 21. Permit Acquisition 22. Dry Utility Design (gas, cable, electric and telephone) 23. Boundary Survey 24. SWPPP: Storm Water Pollution Prevention Plan 25. Site Plan 26. Record Drawings
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REIMBURSABLE EXPENSES: Reimbursable expenses are billed in addition to the Contract amount – see attached fee schedule.

TERMS: CNA Engineering, Inc. processes bills monthly for work completed. All accounts are due and payable upon receipt. Any account not paid within 30 days of billing date will be subject to finance and interest charges on the unpaid balance per month.

PAST DUE ACCOUNT: If account becomes past due more than 30 days all activity on Project will cease. Project will be placed on the in-active job list until account(s) is brought current. There will be no special notice given to Client that work has been halted. If CNA Engineering, Inc. suspends work because of nonpayment, CNA Engineering, Inc. does not assume liability for any damages that may arise as a result of that suspension of work. Once the account is brought current it will go back into the work que and will be worked on accordingly.

COLLECTION: If it becomes necessary to seek legal action to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs in addition to any other relief to which such party may be entitled.

INDEMNITY: Client agrees to defend, indemnify and hold CNA Engineering, Inc. its members, officers, agents and employees harmless from any and all claims, demands, liabilities and damages arising from or in any way connected with any incorrect information supplied by Client or any information that Client fails to supply or any breach by Client of the terms of this Agreement.

ASSIGNMENT: Neither party hereto may assign its respective rights and obligations hereunder, in whole or in part, without the prior written consent of the other party hereto. Any assignment without such prior written consent shall be deemed null and void. Subject to and without limiting the preceding sentence, this Agreement and every provision hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

CLIENT’S EXCLUSIVE USE: All work performed by CNA Engineering, Inc. under this Agreement including, but not limited to, the furnishing of findings and reports, (collectively “Information”) is for Client’s exclusive use. Client agrees that in the event disclosure of such Information leads to any claims or litigation to indemnify, defend and hold CNA Engineering, Inc., its members, officers, agents and employees harmless from and against any liability or damages resulting from such disclosure. This provision shall survive expiration or other termination of this Agreement.


ATTORNEY’S FEES: In the event any action is commenced to enforce or interpret the terms of this Agreement then, in addition to any other appropriate relief, the prevailing party shall be entitled to recover its reasonable attorney fees and court costs.

CALIFORNIA LAW: This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

* Prices quoted in this proposal are valid for 30 days.

To accept this proposal, please sign below and return to CNA Engineering, Inc. Once received, this signed proposal becomes a binding Contract and this Project will be placed in our work queue.

Respectfully submitted,



Stephen J. Norman, President

June 3, 2022

Date



Chris Oliveira, Vice President

June 3, 2022

Date

Bettsi Ledesma, Client

Date

CNA Engineering, Inc. – Rates and Fee Schedule

Effective January 1, 2020

PROFESSIONAL SERVICES

(Hourly)

ENGINEER	\$175.00
PRINCIPAL	\$150.00
SURVEYOR	\$140.00
PROJECT MANAGER	\$120.00
DESIGNER	\$100.00
CAD TECH	\$100.00
ACCOUNTING	\$100.00
CLERICAL	\$75.00
FIELD CREW	\$200.00
OTHER CONSULTANT(S)	\$ cost + 15%
PREVAILING WAGE PROJECTS	\$ to be determined by the project and jurisdiction

REIMBURSABLES

(Cost plus 15% markup)

ADVANCED FEES	\$ cost
STAKES	\$ cost
MONUMENTS	\$ cost
OUTSIDE PHOTOGRAMMETRIC	\$ cost
SHIPPING	\$ cost
COMPUTING SERVICES	\$ cost
MILEAGE	\$(IRS allowable rate)
8 X 11 PRINTS	\$.50 per sheet
11 X 17 PRINTS	\$1.00 per sheet
18 X 26 PRINTS	\$2.00 per sheet
24 X 36 PRINTS	\$2.00 per sheet
MYLAR PRINTS	\$20.00 per sheet
PHOTO COPIES	\$.10 per sheet
REALQUEST (deed/property research)	\$5.50 per sheet
OUTSIDE PRINTING	\$ cost
DISK COPY OF PROJECT	\$10.00
TRAVEL (lodging, meals, etc.)	\$ cost

The rates listed above are subject to change at the discretion of CNA Engineering, Inc.

Below is the cost to stake out the southerly boundary line per the subdivision map.

Task 1 Boundary Search & Survey Stake \$3200

Perform boundary search locating any set markers in the area. Perform a Boundary Resolution. Stake the southerly boundary line at angle points and intermediate line points for a line of sight. All found markers will be flagged and a temporary wood lath set next to points.

Task 2 Record of Survey \$4300

Create & process a survey map with the County Surveyor's Department. Set permanent markers. County map check and recording fees of \$1800+/- included in cost.

Task 2 above is not required and is only if you/the HOA wants or needs to have an official document filed with the County. If staking the line per Task 1 will satisfy this request, then Task 2 is void.

I can send you a formal Agreement if you would like to proceed.

Let me know if you have any questions or concerns.

Thank you!

Kristopher Klima, LS 8602

www.klimalandsurveys.com

916.4166338