



**MUNSELLE**  
CIVIL ENGINEERING  
CIVIL ENGINEERING LAND PLANNING

Planning  
Civil Engineering  
Project Management  
Construction Management  
Surveying  
Entitlements  
Concept Design  
Feasibility Studies

**HEALDSBURG OFFICE**  
513 Center St.  
Healdsburg, CA 95448  
Phone (707) 395-0968  
steve@munsellecivil.com  
www.munsellecivil.com

**UKIAH OFFICE**  
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Phone (707)-775-8686  
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www.dvcgroup.net

309 E. Perkins Street | Ukiah CA 95482 | APN 002-232-15

Agreement entered on the \_\_\_\_ day of \_\_\_\_\_, 2019 by and between:

CONSULTANT	CLIENT
Munselle Civil Engineering (MCE) 513 Center Street Healdsburg, CA 95448 (707) 395-0968 steve@munsellecivil.com	Mr. Mitch Stogner, Executive Director Mr. Steve Honeycutt, Project Manager North Coast Railroad Authority 419 Talmage Road, Suite M Ukiah, CA 95482 ncra.mstogner@sbcglobal.net (530) 624-0178 (Steve) steve@guilloninc.com

**CLIENT AND CONSULTANT AGREE AS FOLLOWS:**

The client intends to obtain complete special provisions for Phase 1 of the Courthouse Infrastructure Project.

**A. Consultant agrees to perform the following scope of services:**

- 1. Technical Specifications and Bid Summary Update:** MCE will complete the technical specifications started by Rau and Associates. The technical specifications will be prepared to conform to the City of Ukiah Standards for Public Works and Public Utilities. The technical specifications will address the various construction items, and such things as traffic control, adherence to permit conditions set forth by the resource agencies with jurisdiction, and coordination with utility agencies. The technical specifications will include a narrative of everything that has been completed to-date. The bid summary will exclude all work that has been completed to-date. MCE anticipates the following tasks will be required to complete technical specifications and bid summary:
  - Perform an as-built topographic survey and create an existing surface which will be compared to the final design subgrade surface to generate earthwork quantities.
  - Analyze and document all work that has been completed to-date and compute quantities needed to complete the job.
  - Review specifications and update as necessary
- 2. Project Management, Meetings and Construction Administration:** MCE may, as requested and/or directed by the Client and/or the Client’s representative, assist in project management, project coordination and/or construction support as may be necessary, as well as project coordination meetings and correspondence with owner, other consultants and contractors. This task will be billed on a Time and Materials basis.

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**B. Not included in this scope of services**

1. Any/all tasks not specifically included as part of 'A' above.
2. Payment of permit fees
3. As Built Plans
4. As Built full site survey
5. Fencing Plans
6. Boundary Survey
7. Construction Staking (can be provided if requested)
8. Construction Management Plan
9. Payment of Agency/Submittal Fees
10. NPDES, Water Quality Control Board, or CDFW permitting
11. Geotechnical report
12. Biotic study and/or fish and game review
13. Engineering Estimate (can be provided at client's request)
14. Soil management plan and monitoring
15. SWPPP preparation or monitoring
16. SWPPP (Low impact development) preparation
17. Construction Inspection

\*The above tasks can be provided if necessary and/or requested by addendum (and additional fee).

C. All reimbursable expenses will be charged in addition to the contract price.

D. The proposal and attached Fee Schedule shall become part of the Engineers/Client Contract when said document is signed by both parties.

E. Client agrees to compensate the Consultant on a "Time and Materials" (T&M) basis in accordance with the attached fee schedule and/or a Fixed Fee (FF). See below for the **Estimated** and/or **Fixed Fee** costs.

Task #	Task Title	Fees
1	Technical Specifications and Bid Summary Update	\$10,000
2	Project Management, Meetings and Construction Administration	T&M

F. Client has read and understands all the "Standard Provisions of Agreement between Client and Consultant" attached hereto and incorporated by reference, and agrees all Provisions of Agreement are a part of this Agreement and are binding on Client and Consultant.

**G. Standard Provisions of Agreement**

**1. FEE ASSUMPTIONS**

- 1.1 This proposal further assumes that the project will be a non-controversial project in terms of environmental and planning concerns.
- 1.2 Additional efforts to resolve unforeseen concerns and change in County requirements will be considered Additional Services

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1.3 It is assumed that the Soils Report for the project will become part of the Construction Documents for the work.

## 2. PROFESSIONAL STANDARDS

MCE will perform the authorized services in accordance with the terms of the Authorization and with the degree of professional skill and judgment normally exercised at the present time by other recognized professional firms in the local community with respect to services of a similar nature. MCE makes no other warranty, either expressed or implied.

## 3. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the project to both the Client and MCE, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of MCE, and its sub consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of MCE, and its sub consultants to all those named shall not exceed MCE's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action, however, alleged or arising, unless otherwise prohibited by law.

## 4. REQUIRED INFORMATION/ACTIONS BY OTHERS

- 4.1 Client and Consultant agree that the late payment charge of the Standard Provisions of Agreements shall be computed at a periodic rate of 1.5%, which is an annual percentage rate of 18%
- 4.2 Unless specifically included as an item of work, it shall be the Client's sole responsibility to track expiration dates of development approvals such as Building Permits, Use Permits, etc., and to make appropriate applications, if necessary, for time extensions, etc.
- 4.3 MCE reserves the right to suspend work in the event of payment of invoices is not maintained on a current basis. The Client agrees to release MCE from all consequences of any delay caused by this contractual suspension of the work.

## 5. CANCELLATION

The Engineering Work Authorization is subject to cancellation by either party upon written notice sent by registered mail to the other party, provided, however, that the undersigned CLIENT shall forthwith pay all charges for work already performed to the date of receipt by MCE of said written notice.

## 6. OWNERSHIP AND USE OF DOCUMENTS

All drawings, specifications, calculations, and other work for this project by MCE are instruments of service for this project only, whether the project is implemented or not, and, as such, shall remain the property of

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## STANDARD FEE SCHEDULE

### 1. PERSONNEL SERVICE FEE

DEPOSITIONS &/OR COURT APPEARANCES	\$250.00/hr (4-hr min)
PROJECT MANAGEMENT / PRINCIPAL	\$175.00
PROFESSIONAL PLANNER	\$165.00
PROFESSIONAL ENGINEER	\$150.00
PROFESSIONAL LAND SURVEYOR	\$150.00
CONSTRUCTION MANAGEMENT	\$150.00
2 PERSON SURVEY/STAKING CREW	\$245.00
1 PERSON SURVEY/STAKING CREW	\$205.00
AUTOCAD DRAFTING	\$110.00
PERMIT PROCESSING	\$110.00
CLERICAL OFFICE SERVICES	\$75.00

### STANDARD HOURLY RATES

### 2. MISCELLANEOUS FEES

PICK-UP AND DELIVERY SERVICES	\$50.00
SUBCONTRACTED SERVICES	cost plus 10%
COMMERCIAL DELIVERY SERVICES	cost plus 10%
OUTSIDE PRINTING	cost plus 10%
OTHER COSTS INCURRED @ CLIENT'S REQUEST	cost plus 10%
CONSULTANT'S BLUEPRINTING	\$3.00 per sheet

### 2. PAYMENT

Invoices transmitted are due 30 days after receipt payable to:

Munselle Civil Engineering  
513 Center St.  
Healdsburg, CA 95448

### 3. SUPERSEDED FEE SCHEDULE

Our Standard Fee Schedule is updated periodically and is subject to change.

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