

**Noyo Harbor District**  
**(CLIENT)**  
**Master Services Agreement for Professional Services**  
**with**  
**SHN Consulting Engineers & Geologists, Inc.**

This AGREEMENT, made and entered into this \_\_\_\_\_ day of 2021, by and between the Noyo Harbor District, hereinafter referred to as the "CLIENT," and SHN Consulting Engineers & Geologists, Inc., a California corporation, providing professional services with principal offices at 812 W. Wabash, Eureka, CA 95501, hereinafter referred to as "SHN."

**1. Services**

- A. SHN services shall be furnished in accordance with the terms and conditions included as part of this Agreement.
- B. SHN shall assign Jason Island, PE hereinafter called Project Manager to personally participate in said project and to coordinate the activities of SHN. In the event Jason Island, PE is not available to perform the duties of the Project Manager, SHN may designate an interim Project Manager. The designation of an Interim Project Manager shall be in writing to CLIENT and be effective only upon approval by CLIENT.
- C. The Scope of Services under this agreement is generally described but not limited to the tasks listed in the attached Exhibit A – Scope of Services, Potential Task Orders attached hereto and made a part of hereof. Work performed by SHN under this agreement shall be authorized in writing by CLIENT by Task Order, which shall be attached hereto and incorporated herein, prior to commencement of said work. Changes in Scope of Services must be agreed to in writing by both SHN and CLIENT.
- D. Schedule for performance of services shall be in accordance with each Task Order. Changes in schedule must be agreed to in writing by both SHN and CLIENT.
- E. Fees for services shall be in accordance with each Task Order. Changes in fees must be agreed to in writing by both SHN and CLIENT.
- F. The term of this Agreement shall be for three (3) years following the date of this Agreement. The Agreement may be renewed by written consent of both SHN and CLIENT.



## 2. Conditions

The following general conditions are incorporated into and made part of this Agreement:

- A. SHN is an independent contractor and will maintain complete control of and responsibility for its employees, subconsultants, subcontractors, and agents.
- B. CLIENT will provide SHN with all available information concerning this Project, including electronic copies, as necessary. SHN shall be entitled to rely, without liability, on the accuracy and completeness of any and all information and services provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.
- C. In order to complete the work, CLIENT will provide the right of entry for SHN and subcontractor personnel.
- D. SHN will take reasonable precautions to safeguard its own employees. Except as otherwise expressly agreed to in writing by SHN, SHN will have no responsibility for any Project safety program or the safety of any entity or person other than SHN and its employees.
- E. Services performed by SHN under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in the same locality, under similar conditions. SHN will comply with applicable laws, rules, and regulations.
- F. No representation, express or implied, of warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.
- G. CLIENT recognizes that subsurface conditions at various locations on the Project property may vary from those encountered at the location where borings, surveys, or explorations are made by SHN.
- H. The data, interpretations, and recommendations of SHN are based solely on the information available to SHN. SHN will be responsible for its data, interpretations, and recommendations, but will not be responsible for interpretations of the developed information made by others.
- I. In such a case where CLIENT requests that SHN provide machine-readable information and data regarding PROJECT to CLIENT or CLIENT's authorized agent, SHN shall not be liable for claims, liabilities, or losses arising out of or in connection with:
  - (i) the modifications or misuse by CLIENT or third parties of such electronic data;
  - (ii) decline of accuracy of readability of electronic data due to inappropriate storage conditions or duration; or



- (iii) any use by CLIENT or third parties of such electronic data, for additions to this project, for the completion of this project by others for generation of record drawings, or for any other project by SHN.

Drawings shall not be interpreted as being true scale documents of the proposed work. CLIENT, by acceptance of such electronic data, agrees to indemnify SHN for damages and liability resulting from the modification, use, or misuse of such electronic data, as described above.

- J. Neither CLIENT nor SHN may delegate, assign, or transfer their duties or interest in this Agreement without the written consent of the other party except as expressly allowed for herein. SHN may use third parties it engages to perform the services provided hereunder, and SHN may assign the right to collect any amounts due for work performed pursuant to this Agreement to third parties, without the consent of CLIENT having first been obtained
- K. CLIENT shall review and approve SHN-prepared project documents conforming to the Scope of Services at each phase of the Project.
- L. Any opinion of the capital, construction, or operating costs of the facilities or operations related to the Scope of Services and prepared by SHN, represents SHN's judgment as a professional and is supplied for the general guidance of CLIENT. Because SHN has no control over the cost of labor, material, or equipment, or over the competitive bidding or market conditions, SHN does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to CLIENT.
- M. If SHN assists CLIENT in the process of selecting other consultants, contractors, or services, CLIENT shall perform its own due diligence in making a final decision. SHN makes no warranty or guarantee on the performance of the selected consultant, contractor, or service.
- N. If CLIENT proposes and goes forward with an objectionable project decision or feature, construction activity, or operational procedure, SHN shall notify CLIENT of its objection and the reasons for the objection. If CLIENT moves forward with the objectionable action, SHN shall be held harmless from liability and negative results related to the action.
- O. SHN and CLIENT agree that any dispute arising under this Agreement and the performance thereof with an amount in controversy exceeding \$10,000.00 shall be subject to non-binding mediation as a prerequisite to further legal proceedings. The cost of such mediation shall be borne equally by the parties. Any party making a demand for mediation shall do so in writing to the other party, and such demand shall suggest not less than five (5) licensed attorneys with offices located within the Mendocino County, California, as disinterested mediators to assist with resolution of the dispute. The parties shall cooperate to arrange mediation with a mediator from such list selected by the non-demanding party to be conducted not less than 60 days after the demand having been made. Failure by a party to cooperate with the foregoing shall enable the other party to proceed to further legal proceedings without completing mediation and the party so failing shall be liable for any damages caused by such. Any pertinent statute of limitations shall be tolled pending the conduct of the above-described mediation process. This Agreement shall be governed by



the laws of the State of California, and any litigation or other legal proceedings shall be conducted in the Superior Court of California. The parties agree that this Agreement was negotiated and executed in Mendocino County, California, and as such, agree that the proper venue for adjudication of any disputes arising hereunder shall be the Superior Court of California located in Mendocino County, California. SHN and CLIENT waive any right to a trial by jury.

- P. SHN and CLIENT waive all consequential damages and any similar damages in tort, including, but not limited to, damages for loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to this Agreement, regardless of whether such claim or dispute is based upon breach of contract, or the negligent act, or omission of SHN or its employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.
- Q. Unless noted otherwise, CLIENT warrants and represents all work to be performed by SHN pursuant to this Agreement is not subject to State or Federal prevailing wages. CLIENT shall also indemnify, defend, and hold SHN harmless for any other liabilities arising from or related to the breach of CLIENT's representation and warranty regarding prevailing wages.
- R. Reasonable schedule extensions will be allowed for any delay that is beyond the control of SHN. Matters beyond the control of SHN which may give rise to schedule extensions include, but are not limited to inclement weather, unanticipated Project conditions, delays in obtaining necessary third-party approvals regarding the Project, illness or death of key Project personnel, and delays caused by third parties working on the Project. In the event of delay allowed for herein, the parties agree to work together in good faith to make appropriate modifications to the schedule described in Section 3(A) above.
- S. In the event there is a change to the Scope of Services that is agreed to in writing by the parties, but the parties fail to agree upon a change to the above-described schedule for performance of the services, a reasonable extension to the schedule will be allowed to accommodate the change to the Scope of Services.
- ⚡ Attached hereto and incorporated herein is the Initial Fee Schedule, January 1, 2021. SHN determines its fees on an annual basis.
- U. SHN will submit monthly progress invoices to CLIENT and the final bill upon completion of the services. CLIENT shall notify SHN within two (2) weeks of receipt of invoice of any dispute with the invoice. CLIENT and SHN will act in good faith to resolve any disputed items promptly. Payment on invoice amounts is due upon receipt of invoice by CLIENT and is past due fifteen (15) days from the date of the invoice. Thereafter, SHN will charge, and CLIENT agrees to pay, a finance charge of 1.5% per month on the outstanding balance. At SHN's discretion, this Agreement may be terminated without penalty or liability to SHN for CLIENT failure to make timely payment for outstanding invoices. The retainer will be held until Project completion and will be applied to the final invoice.
- V. This Agreement may be terminated as follows:



- (i) Upon receipt by either party from the other of ten (10) days' written notice of termination. In such event, SHN shall be compensated for all service performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.

In Witness Whereof, the parties have executed this Agreement the day and year first set forth.

**SHN Consulting Engineers & Geologists, Inc.**

Address: 812 W. Wabash Ave.  
Eureka, CA 95501-2138

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
License #: \_\_\_\_\_

**CLIENT: Noyo Harbor District**

Address: 19101 S. Harbor Drive  
Fort Bragg, CA 95437

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



# Exhibit A – Scope of Services

## Potential Task Orders

**Task 1. Provide Engineering Consultation to the Staff of the Joint District, City and County Ad Hoc Committee for Implementation of the Noyo Harbor Community Sustainability Plan**

**Task 2. Prepare Facilities Master Plan for Necessary Capital Improvements Identified in the Top-12 Priorities**

- Review the Top-12 Priorities with the Ad Hoc Committee and identify existing opportunities and challenges related to the Priority projects.
- For each Priority develop an implementation plan including estimated costs, identification of potential funding sources, and implementation time frames.
- Develop a Facilities Master Plan for each Priority for use in the preparation of funding applications and the development of a NHD Capital Improvement Plan.

**Task 3. Design and Preparation of Contract Documents as Required for Each of the Top-12 Priorities**

- Prepare design plans and engineering, based on conceptual plans and initial planning documents required to obtain funding. Project deliverables to include 30%, 60%, 90% and final design.
- Prepare complete construction packages to put projects out to bid, including the Construction Contract, cost estimate, bid schedule, and technical specifications.
- Provide value engineering as needed to keep projects within limits of available funding and negotiate on the District's behalf to obtain more funds for the project if needed.

**Task 4. Identify Funding Sources (Including Grants, Low-interest Loans, Federal and State Agencies) for the Top-12 Priorities and Assist NHD Staff and Commission with the Application Process**

- Develop conceptual plans for the priority projects sufficient for meeting funding agency application requirements.
- Identify potential environmental constraints prior to funding source applications.
- Prepare multiple projects to be "funding-ready".



# Exhibit A – Scope of Services

## Potential Task Orders

### **Task 5. Provide Additional Engineering Services**

- Provide topographic surveys and/or aerial mapping to be used as the basis for project design.
- Perform geotechnical investigations of subsurface conditions as necessary for specific priority projects.
- Provide environmental evaluation in accordance with CEQA and NEPA, and develop necessary mitigation strategies for the Top-12 priorities.
- Provide contract administration, bid preparation, pre-construction meetings, and general project administration.



SHN Reference: \_\_\_\_\_

Task Order No. \_\_\_\_\_

SHN—\_\_\_\_\_ Master Services Agreement

**1. Master Services Agreement**

This Task Order represents the mutual agreement of SHN and \_\_\_\_\_ for the project described below. The Task Order will be performed and controlled under the terms and conditions of the Master Services Agreement between SHN Consulting Engineers & Geologists, Inc. and \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_.

**2. Project Description**

- A. The scope of work to be provided by SHN to CLIENT includes all necessary personnel, materials, and equipment necessary for the Moonstone Associates Bathymetric and Topographic Survey project, subsequently referred to as Project.
- B.  CLIENT is aware that no work will begin until both CLIENT and SHN sign this Task Order.  
 CLIENT is aware that work on Project has begun in good faith, and that remaining work will follow execution of this Task Order by both CLIENT and SHN. CLIENT’s request to begin work prior to execution of this Task Order constitutes CLIENT’s acceptance of this Task Order and all of its provisions with respect to work performed both prior to and after execution of this Task Order, unless such work was performed pursuant to separate written or as otherwise expressly set forth to the contrary herein.

**3. Scope of Services**

- A. The professional services provided by the SHN for the above-described project are limited to:
  - (i) xxxx
    - a. xxxx
  - (ii) xxxx





B. Assumptions

(i) xxxx

4. Work Schedule

A. SHN will perform the services described in the Scope of Services, in conformance with the following schedule:

(i) xxx

(ii) xxx

5. Fees

A. SHN will be compensated for these services for the firm price of \_\_\_\_\_ fee in words \_\_\_\_\_ dollars (\$\_\_\_\_\_).

SHN will be compensated for these services on a time and expenses basis. Fees are estimated as \_\_\_\_\_ fee in words \_\_\_\_\_ dollars (\$\_\_\_\_\_).

Fees include Prevailing Wage Rates.

Fees DO NOT include Prevailing Wage Rates.

To initiate work on Project, a retainer of \_\_\_\_\_ fee in words \_\_\_\_\_ dollars (\$\_\_\_\_\_ ) is required.

In Witness Whereof, the parties have executed this Task Order the day and year first set forth.

**SHN Consulting Engineers & Geologists, Inc.**

Address: 812 W. Wabash Ave.

Eureka, CA 95501-2138

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

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

Signature: \_\_\_\_\_

**CLIENT/**

**CONSULTANT:**

Address: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_



Date:

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Date:

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License #:

Sample





## Consulting Engineers & Geologists, Inc.

### Fee Schedule January 1, 2021

When accurate definition of the proposed work is not possible, an hourly charge out rate for determining compensation shall be used. Hourly charge rates include payroll costs, overhead, and profit. Hourly services are billed portal to portal and are subject to a 2-hour minimum. Current rates are as follows:

Hourly Charge Rates		
Position <sup>1</sup>	Hourly Rates	
Senior Engineer	\$ 150.00	- \$ 200.00
Senior Geotechnical Engineer	\$ 150.00	- \$ 200.00
Senior Engineering Geologist	\$ 150.00	- \$ 200.00
Senior Geologist	\$ 140.00	- \$ 180.00
Senior Planner	\$ 120.00	- \$ 170.00
Senior Environmental Scientist	\$ 140.00	- \$ 180.00
Senior Land Surveyor	\$ 130.00	- \$ 170.00
Project Manager	\$ 100.00	- \$ 180.00
Project Engineer	\$ 110.00	- \$ 150.00
Project Geologist	\$ 110.00	- \$ 155.00
Project Land Surveyor	\$ 100.00	- \$ 130.00
Associate Planner	\$ 90.00	- \$ 130.00
Associate Environmental Scientist	\$ 110.00	- \$ 140.00
Staff Engineer	\$ 90.00	- \$ 130.00
Staff Geologist	\$ 90.00	- \$ 130.00
Staff Planner	\$ 80.00	- \$ 120.00
Staff Environmental Scientist	\$ 90.00	- \$ 130.00
Staff Land Surveyor <sup>3</sup>	\$ 90.00	- \$ 250.00 <sup>3</sup>
Certified Industrial Hygienist	\$ 110.00	- \$ 155.00
GIS/UAV Specialist	\$ 80.00	- \$ 135.00
Construction Inspector <sup>3</sup>	\$ 90.00	- \$ 270.00 <sup>3</sup>
Lab/Field Technician <sup>3</sup>	\$ 90.00	- \$ 250.00 <sup>3</sup>
Survey Technician <sup>3</sup>	\$ 80.00	- \$ 250.00 <sup>3</sup>
Engineering Technician/Draftsperson	\$ 90.00	- \$ 120.00
Technical Writer	\$ 75.00	- \$ 95.00
Clerical	\$ 70.00	- \$ 90.00
Expert Witness <sup>2,4</sup>	\$ 175.00	- \$ 275.00

1 Incidental expenses, i.e., lodging, meals, airplane tickets, etc., are billed at cost plus 15%.  
 2 Minimum daily charge is four hours.  
 3 Rates depend on the specific personnel assigned and if **prevailing wage rates are required in the area of work.**  
 4 Rates for Expert Witness are charged for preparation and testimony for both deposition(s) and trial(s).

**Reimbursables**

**The following direct charges are charged in addition to the hourly charge rates set forth above.**

**Direct Charges:**

CADD plots (black & white)	\$ 0.40/sq. ft.
CADD plots (color)	\$ 0.90/sq. ft.
Copies	\$ .15/ea.
Equipment and other expenditures (required for projects)	Cost + 15%
Field office	Cost + 15%
Filing fees, telephone expense, etc.	Cost + 15%
Iron pipe, monuments, flagging, etc.	Cost + 15%
Mylars	\$ 15.00
Services of other consultants	Cost + 15%
Stakes, hubs, lath, etc.	Cost + 15%
Subsistence, air travel, etc.	Cost + 15%
Vehicles	\$ 50.00/day

**Field Testing and Equipment:**

Anchor bolt tension testing	\$ 80.00/day plus operator
CO <sub>2</sub> Meter	\$ 10.00/day
Concrete Compression Impact Hammer	\$ 25.00/day**
Core Drilling Machine	\$ 75.00/day + \$3.00/inch cored
Dissolved Oxygen Meter	\$ 58.00/day**
Expendable Supplies	\$ 40.00/day**
Fyrite Meter	\$ 33.00/day**
Generator	\$ 58.00/day**
Geophysical Equipment	By Quotation
Grundfos Controller & Pump	\$275.00/day
Hand Auger	\$ 36.00/day
Health & Safety Level D	\$ 35.00/day**
Health & Safety Level C	\$ 60.00/day**
High Pressure Controller	\$ 60.00/day**
Inclinometer	\$200.00/day*
LEL Meter	\$ 73.00/day**
Nuclear Density Testing	\$ 25.00/hour plus operator
Other equipment including drill rigs, backhoes, etc.	Cost + 15%
ORP Meter	\$ 15.00/day
OVA	\$145.00/day**
Peristaltic Pump	\$ 50.00/day**
pH/Conductivity Meter	\$ 58.00/day**
Pumps	\$ 45.00/day**
Quad (ATV)	\$150.00/day
Rebar Locating Device	\$ 40.00/day plus operator

\* 1/2 Day Minimum Charge.  
 + 25% Weekly Discount, 40% Monthly Discount.  
**(1)** If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.

**Reimbursables, Continued**

**Field Testing and Equipment, Continued:**

Roto-hammer	\$ 50.00/day**
Skidmore-Wilhelm Bolt Tension Calibration	\$ 50.00/day
Soil/Gas Purge Pumps	\$ 30.00/day**
Soil Gas Probes	\$200.00/day**
Torque Wrench (0 to 250 ft lbs)	\$ 25.00/day
Torque Wrench (250 to 1,000 ft lbs)	\$ 50.00/day
Turbidity Meter	\$ 29.00/day**
Ultrasonic Test Device	\$ 20.00/hour plus operator
Vapor Extraction System	\$500.00/day**
Water Level Data Logger	\$ 60.00/day**
Water Level Meter	\$ 36.00/day**
Well Point	\$ 50.00/day

**Survey Equipment:**

GPS Station	\$300.00/day*
Level	\$ 25.00/day*
Resource GPS	\$ 150.00/day*
Robotic Total Station	\$ 200.00/day
Total Station	\$ 7.50/hour
Total Station w/Data Collector	\$ 100.00/day
Toughbook	\$ 150.00/day*
Trimble GeoXT GPS Unit	\$ 150.00/day*

**Laboratory Tests:**

Asphalt Briquette Compaction	\$ 75.00/ea. <sup>(1)</sup>
Asphalt Bulk Specific Gravity	\$ 35.00/ea.
Asphalt Content by Nuclear Method	\$ 75.00/test
Asphalt Content Gauge Calibration	\$200.00/ea.
Asphalt Extraction (% Bitumen)	On Request
Asphalt (Hveem) Mix Design	On Request
Brass Tube (Liner)	\$ 5.00/ea.
Cleanness Value (CT 227)	\$ 75.00/ea.
Compaction Curves (ASTM D 1557 or Caltrans CT216):	
4-inch Mold	\$250.00/ea.
6-inch Mold	\$250.00/ea.
Check Point	\$ 75.00/ea.
Concrete Compressive Strength (CT 521 or ASTM C39)	\$ 25.00/ea. <sup>(2)</sup>
Concrete Linear Shrinkage (3 Bars)	\$200.00
Concrete Moisture	\$ 50.00/test (floor test)
Consolidation Test	\$350.00/ea.
Direct Shear, per point: (ASTM D3080)	
Consolidated-Drained (CD)	\$145.00/point
Unconsolidated-Undrained (UU) (Modified ASTM)	\$115.00/point
Consolidated-Undrained (CU) (Modified ASTM)	\$130.00/point
Additional cycles (each)	\$ 65.00/ea.

\* 1/2 Day Minimum Charge.

+ 25% Weekly Discount, 40% Monthly Discount.

(1) If asphalt is delivered to SHN lab unmixed, add \$75.00/ea. for processing and mixing per Caltrans CT304.

(2) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.

**Reimbursables, Continued**

**Laboratory Tests, Continued:**

Disposable Concrete Molds	\$ 3.00/ea.
Durability Index	\$ 75.00/ea.
Expansion Index	\$175.00/test
Fireproofing Density	\$ 50.00/ea.
Grout Compressive Strength	\$ 40.00/ea.
LA Rattler (abrasion resistance)	\$225.00/test
Liquid Limit	\$100.00/ea.
Masonry Block Compressive Strength	\$ 65.00/ea.
Masonry Block Linear Shrinkage	\$ 85.00/ea.
Masonry Block Prism Compressive Strength	\$125.00/ea.
Masonry Core Shear Test	\$ 50.00/core
Moisture Content	\$ 20.00/ea.
Moisture-Density Test	\$ 30.00/ea.
Particle Size Analysis (ASTM 422)	\$115.00/ea.
Percent Crushed Particles	\$125.00/ea.
Percent Organics	\$ 50.00/ea.
Plastic Limit	\$ 50.00/ea.
Plasticity Index	\$150.00/ea.
R-Value	\$300.00/ea.
Rice Specific Gravity of Asphalt (ASTM D2041)	\$ 85.00/ea.
Sand Equivalent	\$ 75.00/ea.
Sawing Rocks and Concrete Cores	\$ 30.00/unit
Sieve Analysis--Coarse	\$ 50.00/ea.
Sieve Analysis--Fine	\$ 60.00/ea.
Sieve Analysis--Passing 200	\$ 45.00/ea.
Specific Gravity, Rock	\$ 50.00/ea.
Stabilometer of Premixed AC	\$ 75.00/ea.
Sulfate Soundness	\$ 80.00/cycle
Swell Test	\$ 55.00/point
Triaxial Compression	
Unconsolidated Undrained (TXUU) (ASTM D2850)	\$115.00/point
Consolidated Undrained (TXCU) (ASTM D4767)	\$385.00/point
Consolidated Drained (TXCD) (ACOE)	\$500.00/point
Consolidated Undrained (TXCU-3 stage) (ASTM D4767)	\$810.00/test
Consolidated Drained (TXCD-3 stage) (ACOE)	\$860.00/test
USDA Bulk Density Test	\$ 30.00/ea.
USDA Textural Suitability Test	\$ 60.00/ea.
Unconfined Compression	\$ 65.00/ea.
Unit Weight of Lightweight Concrete	\$ 50.00/unit

**Notes:**

All samples of soil or rock from physical testing are discarded 30 days after submission of final report unless prior arrangements are made. Samples of soil or rock submitted for testing for hazardous substances will be returned to the Client, who is responsible for proper disposal.

This fee schedule is subject to review and adjustment, as required.

Certain services may require prevailing wages or overtime at premium pay to SHN employees. In such circumstances, fees will be adjusted to reflect increased labor costs.