

Mendocino Unified School District



Agenda

BOARD WORKSHOP

MARCH 24, 2021

**MENDOCINO K-8 SCHOOL
44261 LITTLE LAKE ROAD
MENDOCINO, CA 95460**

9:00 A.M to 12:00 A.M

VIA TELECONFERENCE

Join Zoom Meeting

<https://zoom.us/j/92603200991?pwd=eENsMjZaOU1QbHhPMlhvektaY29FQT09>

Meeting ID: 926 0320 0991 Passcode: 1yNQx1

Dial by your location

+1 669 900 9128 US (San Jose)

Meeting ID: 926 0320 0991 Passcode: 448650

*Please "mute" your device during the meeting.
MUSD is not available for technical support for remote meetings.*

Board Priorities

- *Develop and expand community partnerships and communication*
- *Increase learning and achievement for all students, families, and staff*
- *Plan wisely for the future while maintaining fiscal integrity*
- *Maintain and improve the physical plant*

Any writings distributed either as part of the Board packet, or within 72 hours of a meeting, can be viewed at the District Office: 44141 Little Lake Road, Mendocino, CA 95460. Board backup materials are also located on the MUSD website at <http://www.mendocinoused.org/District/2285-Untitled.html>

In compliance with Government Code section 54954.2(a) Mendocino Unified School District will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability related modification or accommodation in order to participate in the meeting should contact, Erin Placido Exec. Assistant to the Superintendent, in writing at P.O. Box 1154, Mendocino, CA 95460 or via email at doerin@mcn.org.

MENDOCINO UNIFIED SCHOOL DISTRICT IS PROUD TO BE AN EQUAL OPPORTUNITY EMPLOYER

1. 8:30 A.M., CLOSED SESSION CALL TO ORDER AND ROLL CALL

- 1.1. Call to order and roll call
- 1.2. The President will verbally identify the agenda items to be discussed during closed session as listed below.

2. PUBLIC HEARING FOR CLOSED SESSION

Members of the public may take this opportunity to comment on closed session agenda items per Board Policy 9322. Under the requirements of the Brown Act open meeting law, members of the community wishing to address an item on the closed session agenda may do so at this time. Items not on the agenda cannot be addressed at this time. A three-minute limit is set for each speaker on all items. The total time for public input on each item is limited to 20 minutes. (Government Code 54954.3).

<https://us02web.zoom.us/j/84922290943?pwd=ZndFa3lHWjdRc09xTzUrSGliWU1XQT09>

Meeting ID: 849 2229 0943 Passcode: 583414

Dial by your location

+1 669 900 9128 US (San Jose) Meeting ID: 849 2229 0943 Passcode: 583414

3. CLOSED SESSION

The Board will adjourn to closed session pursuant to Government Code 54950 - 54962.

- 3.1. Conference with labor negotiators (Govt. Code 54957.6) Agency Representative:
Superintendent Jason Morse
Employee organizations: CEMUS and MTA bargaining units and unrepresented employees

4. 9:00 A.M. OPEN SESSION

- 4.1. Call to order and roll call
- 4.2. Approval of agenda
Items to be removed from the agenda or changes to the agenda should be done at this time.

5. PARENT/COMMUNITY COMMENT

Under the requirements of the Brown Act and open meeting laws, members of the community wishing to address an item on the agenda may do so at this time or when the item comes before the Board. Items not on the agenda cannot be addressed at this time. A three-minute limit is set for each speaker on all items. The total time for public input on each item is limited to 20 minutes. (Government Code 54952). The Board may briefly respond to public comments by asking questions to clarify the speaker's comments and refer the speaker to the Superintendent for further clarification. We thank you for your comments and participation at this meeting.

6. INFORMATION/DISCUSSION/POSSIBLE ACTION ITEMS

- 6.1. Brown Act Training
Loren Soukup, from School and College Legal Services, will provide Brown Act training for the Board. (information)
- 6.2. Policies for Future Trainings
The Board will discuss policies for future Board training. (discussion)
- 6.3. Approval of Contract for Construction Management Services (action)
- 6.4. Board Self-Evaluation
The Board will review and discuss their self-evaluation. (discussion)

7. ADJOURNMENT

The next Board meeting is scheduled for **April 21, 2021** via Zoom.

AGREEMENT FOR CONSULTING SERVICES

This Agreement (“Agreement”), made this 22nd day of April, 2021 by and between the MENDOCINO UNIFIED SCHOOL DISTRICT a political subdivision of the State of California (“District”) and COUNTERPOINT CONSTRUCTION SERVICES, INC., a duly qualified consultant in the area(s) of Construction Management (“Consultant”).

District and Consultant hereby agree as follows:


1. Scope of Services:
Consultant agrees to provide CONSTRUCTION MANAGEMENT SERVICES for MENDOCINO UNIFIED SCHOOL DISTRICT, relative to the Measure H Bond and related project, which passed on March 3, 2020.
2. Contract Documents:
The contract documents consist of the Agreement for Consulting Services, the following General Provisions, any attachments, and completed insurance forms.
3. Compensation:
As full compensation for all services contemplated by this Agreement, Consultant shall be recompensed as set forth in **Attachment A**.
4. Term of Agreement:
The term of this Contract shall be from, April 22, 2021 to December 31, 2023 inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

District:

s/ _____
Jason Morse, Superintendent
Name/Title

Consultant:

s/ 
Tenaya Dale, VP Construction Services
Name/Title

Note: Federal Internal Revenue regulations require this office to report all payments to individuals for consultant services.

GENERAL PROVISIONS

1. Consultant's Warranty: District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by District shall not operate as a waiver or release.
2. Status of Consultant: The parties intend that Consultant, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, insurance, bonus or similar benefits District provides its employees.
3. Conflict of Interest: Consultant represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement, and Consultant further represents that, during the performance of this Agreement, no such conflict of interest shall exist. If Consultant participates in the planning, development, or negotiation of a contract or other matter for the District, Consultant may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.
4. Extra (Changed) Work: Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.
5. Nondiscrimination: Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
6. Transfer of Rights: Consultant assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by Consultant in connection with the project, if any. Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Consultant may direct, and refraining

from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District.

7. Ownership of Work Product: District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.

8. Indemnification:

(a) Consultant shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) Consultant shall be liable to District for any loss or damage to District property arising from or in connection with Consultant's performance hereunder.

9. Insurance: With respect to the performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) Required/ Not Required: Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District."

(b) Required/ Not Required: Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent consultant's liability, and personal injury liability.

(c) Required/ Not Required: Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for

each occurrence. Such insurance shall include coverage for owned, hired, and nonowned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.

(e) x Required/ Not Required: Professional Liability (Errors and Omissions) Insurance for all activities of the Consultant arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District."

(f) Documentation: The following documentation shall be submitted to the District:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon District's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District's request.

(g) Policy Obligations: Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) Material Breach: If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. District, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from the breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

10. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

District:	Consultant:
Mendocino Unified School District	Counterpoint Construction Services, Inc.
44141 Little Lake Road	3663 North Laughlin Rd Suite 200
Mendocino, CA 95460	Santa Rosa, CA 95403
Attention: Jason Morse	Attention: Tenaya Dale
Superintendent	VP Construction Services

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

11. Termination:

(a) District may terminate this Agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for the reasonable value of services rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by District by virtue of any breach of the Agreement by Consultant.

12. Security. (K-12 districts only) By execution of the Agreement/Contract, the Consultant acknowledges that Education Code section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the District determines that the Consultant and Consultant's employees will have limited contact with pupils. In making this determination, the District will consider the totality of the circumstances, including factors such as the length of time the Consultant and Consultant's employees will be on school grounds, whether pupils will be in proximity with the site where the Consultant and Consultant's employees will be working, and whether the Consultant and Consultant's employees will be alone or with others. The District further reserves the right to determine, on a case-by-case basis, to require any entity providing school site services to comply with the requirements of this paragraph.

(a) District Determination of Fingerprinting Requirement Application

The District has considered the totality of the circumstances concerning the Project and has determined that the Consultant and Consultant's employees:

_____ are subject to the fingerprinting requirements of Education Code sections 45125.1 and Paragraph (b) below, is applicable.

X _ are not subject to the fingerprinting requirements of Education Code section 45125.1 and Paragraph (c) below, is applicable.

(b) If the District has determined that fingerprinting is required, the Consultant expressly acknowledges that: (1) Consultant and all of Consultant's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code section 45125.1; (2) Consultant shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) Consultant shall certify in writing to the Governing Board of the District that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) Consultant shall provide to the Governing Board of the District a list of names of its employees who may come in contact with students. The Consultant is required to fulfill these requirements at its own expense.

(c) Even if the District has determined that fingerprinting is not required, the Consultant expressly acknowledges that the following conditions shall apply to any work performed by the Consultant and/or Consultant's employees on a school site: (1) Consultant

and Consultant's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Consultant and Consultant's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Consultant and Consultant's employees shall not change locations without contacting the school office; (4) Consultant and Consultant's employees shall not use student restroom facilities; and (5) If Consultant and/or Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

13. Due Performance: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

14. Taxes: Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.

15. Dispute Resolution: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.

16. Choice of Law and Venue: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of MENDOCINO, California, and no other place.

17. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

18. Assignment/Delegation: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

20. No Waiver of Breach: The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
21. Force Majeure: If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability (“Force Majeure Event”), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.
22. Severability: If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.
23. Headings: The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.
24. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
25. Authorization: Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.
26. Attachments: The following Attachments, attached hereto, are incorporated herein by reference:
27. Terms of Payment: District agrees to pay a monthly bill based on scope outlined in Attachment A. No retention or withholding is permitted for any reason. In the event a late payment, District shall pay the sum of \$10.00 for each day that the payment is late, in addition to invoice sum.

Attachment A – Scope of Services/Compensation



March 11, 2021

Jason Morse, Superintendent
Mendocino Unified School District

Dear Mr. Morse,

Thank you for allowing Counterpoint Construction Services, Inc. the opportunity to provide you with our fee and rate schedule as you have requested for the Measure H Bond work. We have structured our fees and rates according to project phases.

Our Proposal includes three phases for each project. These are as follows:

- 1) Pre-construction and Award Services: Basic services required for planning, administrating, bidding and processing work precedent to the Board award of contract.
- 2) Construction Services: Basic services required measured from the month in which the Board awards the contract for the project and ending at the scheduled completion time. This phase is intended to expire 30 days after Contractor’s scheduled completion date to allow for standard contract closeout. If the project is delayed beyond this time, due to no fault of the project manager, additional services may be charged at our hourly rates.
- 3) Extended Closeout and Warranty Services: All services required after the end of the scheduled completion date described above.

<u>Phase of Service:</u>	<u>Basis of Payment:</u>
Pre-construction & Award	Hourly
Construction Services	Percent of Contract Award
Extended Closeout/Warranty	Hourly

Percent of Contract Award Fee-based Services:

At the time of award of construction contract, our fee for Construction Services Phase will be established as follows based on Contractor award amount:

Projects less than \$600,000 at time of award: Hourly

Projects between \$600,000 and \$1,500,000 at time of award; 5% of construction cost.

Projects between \$1,500,001 and \$9,000,000 at time of award; 4.5% of construction cost.

Projects in excess of \$9,000,001 at time of award; 4% of construction cost.



Hourly Services:

Our hourly rates are as follows:

Principal:	\$ 170.00 per hour.
Associate:	\$ 155.00 per hour.
Sr. Project Manager:	\$ 140.00 per hour.
Project Manager:	\$ 120.00 per hour.
Project Engineer	\$ 95.00 per hour.
Project Support:	\$ 65.00 per hour.

These rates are assessed based upon actual time of service to the nearest half-hour, including direct driving time.

Hourly rates and Fee-Based proposals are all-inclusive, except as excluded below in “Fee Qualifications”, and except as noted as additional services or as reimbursable costs below. All home-office payrolls, overhead, fuel, vehicle, phone, regular mail, fax, computers and cell phone costs are included in our hourly rates.

FEE QUALIFICATIONS

The following costs shall be reimbursed at the rate of actual cost plus 10%:

- Blueprinting.
- Claims, Cost or Scheduling consultants hired with consent of District.
- UPS, FedEx or Cal-Overnight Charges.
- Schedule reproduction (larger than 8.5 X 11).
- Reproduction and binding for monthly reports.
- Bid Advertisements.
- Authorized expenditures.
- Permits, Fees, Utility Company Fees.

Hourly or Lump Sum Additional Services (These services are considered additional services, to be provided if and as agreed between District and Consultant)

- Constructability Review.
- Estimating Services.
- Value Engineering.
- Preparation of CPM Schedules or As-Built Schedules.
- Facility Needs Assessments
- Deferred Maintenance Planning

The following listed items are excluded from our Fee Proposal:

- Responsibility for handling, assessment or abatement of Hazardous Materials or Substances, including Black Mold, Lead or Asbestos.
- Liability for Site Contractor's compliance with safety regulations, or proper payment and reporting of prevailing wages.
- Services provided by the Architect or any of the Architect's sub-consultants or by Registered Design Professionals.
- Services provided by the Geotechnical Consultant.
- Inspection Services provided by the District's Inspector of Record.
- Special Testing and Inspection services.

Sincerely,
COUNTERPOINT CONSTRUCTION SERVICES, INC.,



Tenaya Dale
VP Construction Services

March 11, 2021

Jason Morse
Mendocino Unified School District
44141 Little Lake Road
Mendocino, CA 95460

Re: Mendocino High School Modernization – Phase 1 Main Classroom/Admin Building Modernization

Dear Mr. Morse,

Thanks for allowing us the opportunity to assist the District with the above-named project in accordance with our master agreement approved by the Board.

Fee Proposal

Our Proposal includes three phases for each project. These are as follows:

Pre-construction and Award Services: Basic services required for planning, administrating, bidding and processing work precedent to the Board award of contract. Depending on the type of project, this can range from straight forward project planning and bidding, to full environmental review and detailed community involvement. This phase will not be required for the above named project, as the project is already through most of the pre-construction phase. Our fee will begin with the construction phase to start with based on the \$12,000,000 budget at this time.

Construction Services: Basic services required measured from the month in which the Board awards the contract for the project and ending at the scheduled completion time. This phase is intended to expire 30 days after contractor's scheduled completion date to allow for standard contract closeout. If the project is delayed beyond this time, due to no fault of the project manager, additional services may be charged at our hourly rates.

Extended Closeout and Warranty Services: All services required after the end of the scheduled completion date described above.

Phase of Service Summary:
Program, Design, Bid & Award
Construction Services & Post Construction
Extended/Warranty

Basis of Payment:
Hourly (not required for initial \$12,000,000)
Percent of Contract Award
Hourly

Percent of Contract Award Fee-based Services:

At the time of award of construction contract, our fee for Construction Services Phase will be established as follows based on Contractor award amount:

Projects less than \$600,000 at time of award: Hourly

Projects between \$600,000 and \$1,500,000 at time of award; 5% of award amount.

Projects between \$1,500,001 and \$9,000,000 at time of award; 4.5% of award amount.

Projects in excess of \$9,000,001 at time of award; 4% of award amount.

Hourly Rates:

Our hourly rates are as follows:

President:	\$ 170.00 per hour
Vice President:	\$ 155.00 per hour
Sr. Project Manager:	\$ 140.00 per hour
Project Manager:	\$ 120.00 per hour
Project Engineer	\$ 95.00 per hour
Project Clerical:	\$ 65.00 per hour

These rates are assessed based upon actual time of service to the nearest half-hour, including direct driving time.

Hourly rates and Fee-Based proposals are all-inclusive, except as excluded below in “Fee Qualifications”, and except as noted as additional services or as reimbursable costs below. All home-office payrolls, overhead, fuel, vehicle, phone, regular mail, fax, computers and cell phone costs are included in our hourly rates.

Fee Qualifications

The following costs shall be reimbursed at the rate of actual cost plus 10%:

- Blueprinting.
- Claims, cost or scheduling consultants hired with consent of District
- UPS, FedEx or Cal-Overnight Charges
- Schedule reproduction (larger than 8.5 X 11)
- Reproduction and binding for monthly reports
- Bid advertisements
- Authorized expenditures
- Permits, fees, utility company fees

Hourly or Lump Sum Additional Services (These services are considered additional services, to be provided if and as agreed between District and Consultant)

- Full Estimating
- Value Engineering Estimates
- Preparation of CPM Schedules or As-Built Schedules
- Facility Needs Assessments
- Deferred Maintenance Planning

The following listed items are excluded from our Fee Proposal:

- Responsibility for handling, assessment or abatement of hazardous materials or Substances, including black mold, lead or asbestos
- Liability for site contractor’s compliance with safety regulations, or proper payment and reporting of prevailing wages
- Services provided by the Architect or any of the Architect’s sub-consultants or by registered design professionals
- Services provided by the Geotechnical Consultant
- Inspection services provided by the District’s Inspector of Record
- Special testing and inspection services



www.counterpointcs.com

Sincerely,
COUNTERPOINT CONSTRUCTION SERVICES, INC.,

A handwritten signature in blue ink, appearing to read "Tenaya Dale", is written over a horizontal line.

Tenaya Dale
Vice President, Construction Services

Accepted on Behalf of Mendocino Unified School District:

Signature

Date

Printed Name