



Adobe
Associates, Inc.
Civil Engineering,
Land Surveying &
Land Development
Services

February 25, 2009

Nick Makris
5889 Sierra Grande
Bodega Bay, CA 94923

SUBJECT: 1880 Highway 1
APN: 100-210-057

Dear Mr. Makris,

Enclosed is our **standard professional services agreement**. It includes a proposal to design a septic system in Percolation Test Area A (lower area) of the percolation test that was conducted on your parcel August 8, 2006. Please review the provisions and scope of services and should everything be in order, sign and date where indicated and return both copies to our office. Upon receipt of the signed agreement, we will schedule the work and send a fully executed copy to you for your records.

Please feel free to contact our office should you have any questions regarding the provisions of the agreement, the scope of services or the work encompassed by it.

Thank you for the opportunity to be of service to you. We look forward to working with you on this project.

Sincerely,

Greg Schram
PE 73540

Enclosures

1220
North Dutton Ave.
Santa Rosa,
California
95401
707 541 2300
707 541 2301 - Fax
www.adobeinc.com

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Adobe
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Civil Engineering,
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Services

SERVICE AGREEMENT

Reference Job: 06144

Nick Makris
5889 Sierra Grande
Bodega Bay, CA 94923

Telephone: (707) 875-9249
Email: nick@mcn.org

Site Address: 1880 Highway 1
APN: 100-210-057

Scope of Services

Task 1) Septic system design (Wastewater)

We will design a septic system in Test Area A (lower area) of the percolation test that was conducted on your parcel and approved by Sonoma County Permit and Resource Management Department. The design will be to maximize bedroom capacity for the proposed residential use. We will prepare plans, calculations, and application documents for submittal to Sonoma County for approval.

Item 2) Septic system construction review (Wastewater)

We will provide construction review of the system installation in accordance with Sonoma County regulations and send a final letter to indicate approval of the installation.

Agreement:

1. It is agreed that the above work is to be performed for my/our account and that I/we will be billed as said work progresses, unless exception is shown in writing on the following line. Fee to provide the stated services will be:

Proposal Amount:

Task 1: \$2,000 to \$2,500, excluding County permit fee of (\$1,920 - Nonstandard)

Task 2: \$800 to \$1,100

2. I/we agree to pay Consultant (Adobe Associates, Inc.), on or before 30 days after date of billing, and to pay interest at 1 1/2% per month on billings due over 30 days.
3. I/we agree that I/we shall be responsible for payment of all costs and expenses incurred by Adobe Associates, Inc., including such monies as they may at their option advance for my/our account for fees, and other incidental expenses, up to date of completion of the entire work of which this order may be part, or until such time as I/we give you written notice requesting you cease further work. In the event of such written notice to you, all sums due shall be immediately payable.
4. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
5. Upon Consultant's request, Client shall execute and deliver, or cause to be executed and delivered, such additional information, documents or money to pay governmental fees and charges which are necessary for Consultant to perform services pursuant to the terms of this agreement.
6. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all 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. Upon request and payment of all cost involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.

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7. 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 shall be responsible for any such use of non-final plans, specifications, drawings, cost estimates, reports or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described on page 1 of this agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by Consultant. If signed check-prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.
8. 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. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant of paragraph 11. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 11.
9. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes the preparation of grading plans but excludes construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this agreement for such services as extra services in accordance with paragraph 11.
10. If the scope of services contained in this agreement does not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and cost of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.
11. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this agreement.
12. In the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than the Consultant, the cost of restaking shall be paid for by Client as extra services in accordance with paragraph 11.
13. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by the Client as extra services in accordance with paragraph 11.
14. Client shall pay the costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this agreement.
15. 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 responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
16. 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.
17. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.



18. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledge that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, agents, employees, and subconsultants from and against all claims, demands, damages, or costs, including attorneys' fees, arising from the unauthorized changes.

19. Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.

20. Client agrees to limit the liability of Consultant, 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, to the Sum of \$50,000 or Consultant's fee, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

21. Limitation of Liability: The client agrees to limit the liability of Adobe Associates, Inc., its principals and employees, to client and to all contractors and subcontractors on the project, for claim or action arising in tort or contract, to the sum of \$50,000 or consultant's fee, whichever is greater.

21. In the event you should assign my account for collection of amount due, I/we do promise and agree to pay the cost for collection in the amount of 35% of the amount owed and assigned.

22. Termination of this agreement by Client or Consultant shall be in writing. In the event the agreement is terminated before completion of all services, client shall pay consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein.

23. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If the Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement and, upon written notice, Consultant duties, obligations and responsibilities under this agreement may be suspended or terminated. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses.

24. Client agrees that all billing 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.



Additional Services: Additional services may be provided, if authorized by Client; shall be charged at the rates in effect at the time of the work (see attached current fee schedule) and paid for by Client as provided in this agreement. Additional services may include: services not outlined in Scope of Services, project representation at site meetings or public hearings, additional design and plan preparation; revisions to design and plans necessitated by conditions beyond our control.

Reimbursable Expenses: Reimbursable expenses shall consist of actual expenditures made by Consultant in the interest of the project for: blueprinting, maps and document copies obtained from others, reproduction, postage and handling of drawings, sub-consultant services, specifications and other documents; expense of overtime work requiring higher than regular rates (see Fee Schedule), if authorized by Client; expense for additional insurance coverage or limits, including professional liability insurance, requested and authorized by Client in excess of that normally carried by the Consultant; expense for transportation and living expenses in connection with out-of-town travel, authorized by Client; long distance communication; fees paid for approval of authorities having jurisdiction over the project. Compensation shall be computed based upon cost of expenses to Consultant multiplied by 1.15

Adobe Associates, Inc.
 1220 N Dutton Avenue
 Santa Rosa, CA 95401
 707-541-2300 (Office) 707-541-2301 (Fax)
 srbrown@adobeinc.com
 Steven R. Brown, R.C.E. 43825
 License Expiration: 6/30/2009

Accepted and Agreed To by Client:

Nick Makris



 Steven R. Brown Signature

 Client Signature

 Date

 Date



Adobe Associates, Inc.

A Service You Can Count On

for

Civil Engineering

(Design of Minor/Major Subdivision Improvements, Grading and Drainage, Sewer and Water Systems, Private Sewage Disposal System, Percolation and Related Testing)

Land Surveying

(Boundary, Site Topography, Construction Staking, Minor/Major Subdivisions, Lot Line Adjustment, GPS)

Land Development

(Feasibility Studies, Development Planning, Project Costing, Professional Consultation)

FEE SCHEDULE for 2009

Professional Witness	\$275/hour
Principal/Licensed Staff	\$185/hour
Licensed Staff	\$125-165/hour
Civil Engineer/Surveyor Manager	\$145-165/hour
Civil Engineer/Surveyor Designer/Technician	\$85-140/hour
CAD Draftsperson	\$85-115/hour
Field Crew (two person crew)	\$170-250/hour
Field Crew (three person crew)	\$255-375/hour
Field Crew (GPS)	\$250/hour
Clerical/Bookkeeping (in-house)	\$60/hour
Notary Public	\$10/Signature
ATV Charge	\$35/hour
Mileage	Federal Std. Rate
Travel	hourly rate
Reproduction (in-house)	30" x 42" \$3.50/sht 24" x 36" \$2.50/sht 18" x 26" \$1.50/sht
Photocopies	\$0.25/sht
Coordination/Handling fee (Sub-Consultants, Agency fees paid by us, printing/reproduction by others, lab tests, postage and shipping, travel expenses, etc.)	15% of fee
Authorized Overtime: Hourly Rate Multiplier	1.25