

MASTER SERVICE AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SALINAS AND
MNS ENGINEERS, INC.



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MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND MNS ENGINEERS, INC.

This Master Service Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this 10th day of January 2023, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and **MNS Engineers, Inc** a California corporation (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that he, she, or it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

- 1. Scope of Service.** It is understood by City and Consultant that Consultant performs or secures the performance of Civil Engineering and Project Management, and related services for the City on an on-going basis. On each occasion Consultant performs services for City, Consultant shall advise the City in writing of the scope of services to be provided, and the cost of, and estimated time to perform the services. Consultant shall not proceed to perform any such service until City and Consultant have established a project cost, a completion schedule, and a time period for performance, and the City has given its written authorization to perform. Written approval for performance and compensation may be granted by the City Engineer.
- 2. Term: Completion Schedule.** This Agreement shall commence on January 10, 2023 and shall terminate on January 10, 2028, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.
- 3. Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation as shown on Exhibit B.
- 4. Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:

- (A) A brief description of services performed;
- (B) The date the services were performed;
- (C) The number of hours spent and by whom;
- (D) A brief description of any costs incurred; and
- (E) The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. Meet & Confer. Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by the City to ensure timely and adequate performance of the Agreement.

6. Additional Copies. If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

7. Responsibility of Consultant. By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

8. Responsibility of City. To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

(A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(C) Steve Carrigan, City Manager, or his designee, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

(D) Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

9. **Acceptance of Work Not a Release.** Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. **Indemnification and Hold Harmless.** Consultant agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that to the extent arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Consultant (aka Design Professional).

11. **Insurance.** Consultant shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in **Exhibit A** hereto.

12. **Access to Records.** Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

13. **Non-Assignability.** It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

14. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

16. Termination.

(A) City shall have the authority to terminate this Agreement, upon ten days written notice to Consultant, as follows:

(1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or

(2) For any reason whatsoever.

(B) Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant's rates shown in **Exhibit B** and/or Section 3 of this Agreement, except that:

(1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material. The Consultant may retain an archival copy of the confidential information, to the extent necessary to comply with Law or archival policies.

(D) In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(E) The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

17. Compliance with Laws, Rules, and Regulations. Services performed by Consultant pursuant to this Agreement shall be performed in accordance with the Standard of Care for compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

18. Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

19. Independent Contractor. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

20. Integration and Entire Agreement. This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

21. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

22. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

23. Notices.

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Manager
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

(B) Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Jeff Edwards
Vice President
jedwards@mnsengineers.com
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103
(805) 331-4848

(C) The execution of any such notices by the City Manager shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

(D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

24. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

25. **Conflict of Interest.** Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

26. **Headings.** The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

27. **Attorneys' Fees.** In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

28. **Non-Exclusive Agreement.** This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

29. **Rights and Obligations Under Agreement.** By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

30. **Licenses.** If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

31. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

32. **Legal Representation.** Each party affirms that it has been represented, if it so chose, by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any

statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

33. Joint Representation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

34. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

35. No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

Steve Carrigan
City Manager

APPROVED AS TO FORM:

☐ Christopher A. Callihan, City Attorney, or
☐ Rhonda Combs, Assistant City Attorney

CONSULTANT

By (Printed Name): Jeff Edwards
Its (Title): Vice President

Exhibit A- Insurance Requirements

Insurance Requirements

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or subcontractors. With respect to General Liability and Professional Liability, coverage should be maintained for a minimum of five (5) years after Agreement completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- (A) **Commercial General Liability** (“CGL”): Insurance Services Office Form (“ISO”) CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (B) **Automobile Liability**: ISO Form CA 0001 covering any auto, or if Consultant has no owned autos, hired and non-owned, with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- (C) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (D) **Professional Liability** (also known as Errors and Omissions) insurance appropriate to the work being performed, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate per policy period of one year.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Salinas requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Salinas, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10, CG20101185, or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement or the project described within this Agreement, the **Consultant's insurance coverage shall be primary coverage** at least as broad as ISO Form CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Salinas for all work performed by the Consultant, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared by Consultant to and approved by the City. At the option of the City, Consultant shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the consultant shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administrations, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of this Agreement or the beginning of Agreement work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the Agreement of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of Agreement work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable insurance language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all sub-consultants and/or subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from such sub-consultants and/or subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Maintenance of Insurance

Maintenance of insurance by Consultant as specified shall in no way be interpreted as relieving Consultant of its indemnification obligations or any responsibility whatsoever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

Exhibit B- Fee Schedule



2022 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge	\$320
Senior Project/Program Manager	295
Project/Program Manager	255
Assistant Project/Program Manager	215
Senior Project Coordinator	175
Project Coordinator	145

ENGINEERING

Principal Engineer	\$280
Lead Engineer	245
Supervising Engineer	235
Senior Project Engineer	220
Project Engineer	200
Associate Engineer	180
Assistant Engineer	165

SURVEYING

Principal Surveyor	\$260
Lead Surveyor	250
Supervising Surveyor	215
Senior Project Surveyor	195
Project Surveyor	170
Senior Land Title Analyst	165
Associate Project Surveyor	160
Assistant Project Surveyor	145
Party Chief (PW)	170
Chainperson (PW)	150
One-Person Survey Crew (PW)	210

CONSTRUCTION MANAGEMENT

Principal Construction Manager	\$305
Senior Construction Manager	275
Senior Resident Engineer	265
Resident Engineer	240
Structure Representative	235
Construction Manager	210
Assistant Resident Engineer	195
Sr. Construction Inspector (PW)	177
Construction Inspector (PW)	168
Office Administrator	130

TECHNICAL SUPPORT

CADD Manager	\$195
Supervising Technician	165
Senior Technician	155
Engineering Technician	125

ADMINISTRATIVE SUPPORT

Senior Management Analyst	\$180
Management Analyst	155
IT Technician	135
Graphics/Visualization Specialist	120
Administrative Assistant	95

GOVERNMENT SERVICES

City Engineer	\$240
Deputy City Engineer	215
Assistant City Engineer	205
Plan Check Engineer	190
Permit Engineer	180
City Inspector	150
Senior City Inspector (PW)	177
City Inspector (PW)	168
Principal Stormwater Specialist	175
Senior Stormwater Specialist	165
Stormwater Specialist	155
Stormwater Technician	140
Building Official	215
Senior Building Inspector	190
Building Inspector	160
Planning Director	215
Senior City Planner	190
Assistant Planner	160
Senior Grant Writer	175
Grant Writer	165
Grant Associate	145
Grant Assistant	125

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION ← See Note 1

Standard fee rates provided for each classification are subject to annual escalation appropriate for the prevailing economic conditions.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classification will be charged at 1 x hourly rate.

Note 1: Per RFQ Section 6 "Hourly rates shall not change for 1 year of agreement and are allowed an annual adjustment"; therefore, the rates must remain in effect through 2023 and a rate increase of 3% maximum or CPI supported increase may be used thereafter.



FEE SCHEDULE

(Effective July 1, 2022)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

<u>PERSONNEL</u>	<u>Hourly Rate</u>
Principal Professional.....	\$235.00
Associate Professional	\$210.00
Senior Professional	\$200.00
Project Professional.....	\$170.00
Staff Professional	\$150.00
CWI & Special Inspector, Prevailing Wage*	\$145.00
Technician, Prevailing Wage*	\$140.00
Special Services/Caltrans Technician, Prevailing Wage*	\$140.00
Special Services Technician.....	\$125.00
CWI Inspector	\$125.00
Special Inspector.....	\$115.00
Technical Assistant.....	\$105.00
Technician	\$105.00
Clerical/Administrative	\$100.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES, GENERAL

1. Field services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge, and billed in 2-hour increments.
2. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
3. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 4 p.m. the day prior to the scheduled work.
4. Mileage is invoiced at a rate of \$0.95/mile (portal-to-portal).
5. Nuclear density gauge charge: \$15.00/hour.
6. Weekly special inspection report charge: \$120.00
7. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
8. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
9. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
10. Rates are effective through December 31, 2022.

PREVAILING WAGE PROJECTS

1. Field services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, and billed in 4-hour increments.
2. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. Projects where State regulations require electronic submittal of Certified Payroll to DIR for prevailing wage will be assessed a fee of \$85.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.



FEE SCHEDULE - MATERIALS TESTING

(Effective July 1, 2022)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$105.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$130.00
Atterberg Limits: Plasticity Index	\$235.00
California Bearing Ratio, 3 points; incl. ref maximum density	\$575.00
California Bearing Ratio, 9 points; incl. ref maximum density	\$945.00
Consolidation, one dimensional	\$205.00
Consolidation, timed, per point	\$100.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity)	Per Quote
Direct Shear, 3 points minimum	\$300.00
Expansion Index Test	\$195.00
Maximum Density and Optimum Moisture: 4" Mold	\$280.00
Maximum Density and Optimum Moisture: 6" Mold	\$320.00
Maximum Density and Optimum Moisture: California Impact	\$305.00
Moisture and Unit Weight Determination, from Ring Samples	\$45.00
Moisture Only	\$40.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	\$300.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts	\$375.00
Hydro Collapse Potential	\$165.00
Hydrometer Analysis, assumed specific gravity, with 200 wash	\$240.00
Sieve/Hydrometer Anlys, assumed specific grvty, w/200 wash	\$250.00
Sieve Analysis, Aggregate Base/Subbase	\$140.00
Sieve Analysis 200 wash only	\$100.00
Sieve Analysis with wash	\$135.00
Sieve Analysis, Oversize Material	\$215.00
Specific Gravity	\$145.00
Swell Test, undisturbed	\$205.00
Swell Test, remolded	\$230.00
Unconfined Compressive Strength, untreated	\$105.00
Unconfined Compressive Strength, lime or cement treated mtrl	\$490.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc)	Per Quote
Field Testing using Thermal Resistivity Meter	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions	\$300.00
Absorption, Coarse Aggregate	\$85.00
Absorption, Fine Aggregate	\$125.00
Clay Lumps and Friable Particles in Aggregate	\$125.00
Cleanness Value of Coarse Aggregate	\$175.00
Crushed Particles, each size	\$125.00



FEE SCHEDULE - MATERIALS TESTING

(Effective July 1, 2022)

CONCRETE AGGREGATE (Cont.)

Durability Index, Coarse or Fine Aggregate	\$175.00
Flat and Elongated Particles in Aggregate	\$115.00
Organic Impurities in Fine Aggregate	\$95.00
Potential Reactivity of Aggr by Chemical Method, ea size	Per Quote
Sand Equivalent	\$170.00
Sieve Analysis, washed	\$190.00
Soundness, Sodium Sulfate, 5 cycles	\$350.00
Specific Gravity, Coarse Aggregate	\$120.00
Specific Gravity, Fine Aggregate	\$150.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG	\$235.00
Unit Weight of Aggregate	\$95.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders per cylinder	\$45.00*
Compression Test of Cored Samples, cored at laboratory	\$120.00
Compression Test of cores delivered by others	\$75.00
Compression Test of Lightweight Concrete	\$50.00*
Density of Concrete Cylinders	\$80.00
Density of Hardened Concrete	\$95.00
Flexural Strength, Simple Beam with Third Point Loading	\$115.00
Grading of Shotcrete Cores	\$190.00
Sample Storage, monthly per sample	\$45.00
Shrinkage, set of 3	\$400.00
Unit Weight of Lightweight Concrete	\$70.00
Enviro. Recycling Fee, per cylinder, core or beam	\$2.00
Enviro. Recycling Fee, per flex beam	\$3.00
Enviro. Recycle Fee/Form Stripping, per shotcrete panel/beam	\$65.00

MASONRY

Absorption of Block, set of 3	\$130.00
Absorption/Specific Gravity/Moisture Content of Block, set of 3	\$315.00
Compression Test, 2" x 4" Mortar Cylinders	\$40.00*
Compression Test, 3" x 3" x 6" Grout Samples	\$60.00*
Compression Test on Block, set of 3	\$165.00
Compression Test on Grouted Prisms, includes cutting	\$155.00*
Compression Test on Masonry Cores	\$67.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	\$245.00
Moisture Content of Block as received, set of 3	\$85.00
Shear Test on Masonry Cores, 2 faces	\$110.00
Specific Gravity and Unit Weight of Block, set of 3	\$100.00
Enviro. Recycling Fee, per masonry prism	\$3.00
Enviro. Recycling Fee, per mortar or grout sample	\$2.00

* Includes formal report of test results following 28-Day tests.

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test (1)	\$80.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$80.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	\$240.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	\$400.00



FEE SCHEDULE - MATERIALS TESTING

(Effective July 1, 2022)

ASPHALT CONCRETE (Cont.)

Compaction of Lab Spls, Mrshl Mthd set of 3 –(50 blows/side)	\$245.00
Compaction of Lab Spls, Mrshl Mthd set of 3 –(75 blows/side)	\$260.00
Extraction of Oil from A.C. Mixtures.....	\$275.00
Extraction of Oil from Rubberized Mixtures.....	\$365.00
Gyratory Compactor, per set of field mixed asphalt	\$495.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	\$890.00
Ignition Oven Binder Cntnt, after initial corr value is det.....	\$275.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3.....	\$800.00
Ignition Oven Gradation Correction Value, per mix design.....	Per Quote
Moisture Content	\$50.00
Sieve Analysis of Extracted Aggregate.....	\$285.00
Sieve Analysis of Ignition Oven Residue	\$170.00
Specific Gravity, Theoretical Maximum, Rice Method	\$170.00
Stability and Flow, Marshall Apparatus, set of 3	\$240.00
Stabilometer, Hveem S-Value, set of 3	\$350.00
Enviro. Recycling Fee, per sample	\$2.00
Enviro. Recycling Fee for Extracted Oils	\$45.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl	\$80.00
Pipe Flattening Test, sample preparation not included	\$75.00
Reinforcing Steel Coupler Tensile and Slip Tests.....	\$250.00
Structural Steel Bend Test, sample preparation not included	\$80.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, sample prep not included.....	\$80.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$170.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18	Per Quote
Enviro. Recycling Fee, per sample	\$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator	\$100.00/day
Anchor Pull Test Equipment	\$45.00/hr.
Bailer (disposable) w/dedicated rope	\$35.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	cost + 20%
Concrete Slab Moisture Transmission Kit.....	\$45.00/ea.
Conductivity Meter.....	cost + 20%
Cut-Off Saw	\$90.00/day
Double Ring Infiltrimeter (per set)	\$165.00/day
Drum Dolly.....	\$40.00/day
Drums	\$90.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	cost + 20%
Hand Auger/Sampler Equipment	\$65.00/day
Lock n, Load VOC Sample Pres. Sys.	\$35.00/ea.



FEE SCHEDULE - MATERIALS TESTING

(Effective July 1, 2022)

EQUIPMENT/CHARGES (Cont.) (Does Not Include Personnel)

Magnetic Particle Equipment	\$25.00/hr
Non-Destructive Testing Equipment	Per Quote
Manometer	\$115.00/day
Mini-Troll Groundwater Level Transducer	\$115.00/day
Mobile Laboratory	Per Quote
Nuclear Density Equipment	\$15.00/hr.
Paint Thickness Meter	Per Quote
Vehicle with Percolation Tank System	\$260.00/day
Personal Protective Equipment Level C	Per Quote
Pile Driving Equipment (for pile load testing)	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	Per Quote
Rebound Hammer (Schmidt Hammer)	\$60.00/day
Reinforcing Steel Locating Equipment (DR-Meter)	\$105.00/day
Relative Humidity Meter	\$100.00/day
Off Road Vehicle	Per Quote
Safety and Specialty Equipment	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	\$25.00/hr.
Slope Inclinator Equipment, per hole	Per Quote
Soil Sampling Containers (metal)	\$25.00/ea.
Soil Sampling Containers (glass)	\$10.00/ea.
Tape Extensometer	Per Quote
Tension Equipment	\$160.00/day
Torque/Tension Equipment	\$80.00/day
Water Level Indicator	\$55.00/day
Windsor Probe, set of 3	Per Quote
Per Diem	Per Quote
DIR Compliance/eCPR, per week	\$85.00
DSA Box Posting, ea	\$85.00
DSA Lab Compliance, per week	\$85.00
Vehicle Mileage Charge	\$0.95



EXPERT WITNESS SERVICES

(Effective July 1, 2022)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$400.00
Associate Professional	\$300.00
Senior Professional	\$250.00
Clerical/Admin Services	\$100.00

SPECIAL SERVICES

Deposition	\$400.00/hr. ²
Arbitration	\$400.00/hr.
Court Appearance/Hearings	\$1,500.00/half day ³
Standby to Appear	\$750.00/day ⁴

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	\$295
Director II	\$295
Principal I	\$285
Director I	\$285
Senior Supervisor II	\$258
Supervisor I	\$240
Senior Professional II	\$224
Senior Professional I	\$208
Professional IV	\$184
Professional III	\$170
Professional II	\$153
Professional I	\$136
Associate III	\$117
Associate II	\$102
Associate I	\$95
Field Technician	\$82
Data Solutions Architect	\$175
Senior GIS Specialist	\$164
GIS/CADD Specialist II	\$146
GIS/CADD Specialist I	\$131
Technical Editor	\$130
Project Accountant	\$110
Billing Specialist	\$95
Publishing Specialist	\$105
Clerical	\$95

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$375.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.20 (single-sided), \$0.40 (double-sided)
Photocopies – Color	\$1.50 (single-sided), \$3.00 (double-sided)
Photocopies – 11 x 17	\$0.50 (B&W), \$3.30 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$88/day
4WD and Off-road Vehicles*	\$140/day

* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other Direct Costs. Costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.



Equipment	Day Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$155
Four Gas Monitor	\$133
Flame Ionization Detector	\$107
Photo Ionization Detector	\$80
Hand Auger Sampler	\$60
Water Level Indicator, DC Purge Pump	\$45
Natural Resources Field Equipment	
UAS Drone	\$268
Spotting or Fiberoptic Scope	\$165
Pettersson Bat Ultrasound Detector/Recording Equipment	\$165
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$110
GPS (Sub-meter Accuracy)	\$65
Infrared Sensor Digital Camera or Computer Field Equipment	\$55
Scent Station	\$22
Laser Rangefinder/Altitude	\$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.50/\$0.50
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	\$600
Boat (20 ft. Boston Whaler or Similar)	\$335
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$165
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$60
Refractometer (Salinity) or Turbidity Meter	\$37
Large Block Nets	\$110
Minnow Trap	\$95
Net, Hand/Large Seine	\$55
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$110
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$140
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$165
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$55
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.))	\$55/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$55
Insurance, Hazard and Fees	
Historic Research Fees	\$50
L&H Dive Insurance	\$55/diver
Level C Health and Safety	\$65/person





RATE SCHEDULE

Principal	\$250/hour
Director	230/hour
Senior Project Manager	210/hour
Project Manager	180/hour
Senior Transportation Engineer	165/hour
Transportation Engineer	145/hour
Assistant Transportation Engineer	125/hour
Senior Transportation Planner	125/hour
Transportation Planner	120/hour
Assistant Transportation Planner	115/hour
Graphics Designer	110/hour
Designer	100/hour
Technical Staff II	90/hour
Administration Staff	80/hour
Production Staff	55/hour

Reimbursable Expenses

Plotting (per sheet)	\$18.00
Travel Cost (per mile, subject to change; based on IRS standard mileage rates)...	.585

*All outside services are billed at cost plus a ten percent margin for handling.
Expert Witness charges available upon request.*

Rates Effective January 1, 2022