

**MASTER SERVICE AGREEMENT
FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND HARRIS AND ASSOCIATES**

This Master Service Agreement for Professional Services (the "Agreement") is made and entered into this 11th day of October, 2017, by and between the **City of Salinas**, a California charter city and municipal corporation (hereinafter "City"), and **Harris and Associates, a California Corporation**, (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that 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 consulting 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 October 11, 2017, and shall terminate on October 11, 2022. 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 on a time and materials basis for services rendered the City pursuant to this Agreement, in accord with Consultant's hourly rates of compensation as shown on **Exhibit A.**
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 within 30 calendar days.

5. **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.

6. **Responsibility of Consultant.**

a. 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 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.

b. Consultant shall assign a single Project Director to have overall responsibility for the execution of this Agreement for Consultant. **Frank Lopez, PE, CFM, QSD, Project Manager**, is hereby designated as the Project Director for Consultant. Any changes in the Project Director designee shall be subject to the prior written acceptance and approval of the City Manager.

7. **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 his 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. **James Edward Sandoval**, City Engineer, 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.

8. 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.

9. Indemnification and Hold Harmless. Consultant shall indemnify, defend, and hold City and its officers, employees, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal, state or municipal law or ordinance, or other cause in connection with the negligent, recklessness or intentional acts or omission of Consultant, its employees, subcontractors or agents, or on account of the performance or character of the work, performed in breach of the applicable standard of care, except for any such claim arising from the negligence or willful misconduct of the City, its officers, employees or agents. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant shall reimburse the City for all costs and expenses including, but not limited to court costs, incurred by the City in enforcing the provisions of this section.

10. Insurance.

a. Consultant shall, throughout the duration of this Agreement, maintain comprehensive general liability and property insurance covering all operations of the Consultant, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

b. Consultant shall maintain the following limits:

General Liability - Contractor shall at all times during the term of this Agreement maintain in effect a policy or policies having an A.M Best rating of A-Class VIII or better for bodily injury liability, personal injury, advertising injury and property damage, including product liability insurance with limits on the Declarations Page but not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000) in the general aggregate and products/completed operations aggregate insuring against any and all liability of the insured with respect to premises and products/completed operations. Liability coverage shall also include coverage for underground work and/or construction performed (if applicable). The

coverage afforded to the additional insureds under the Contractor's policy shall be primary insurance and non-contributory. If coverage is on a claims-made basis, the Contractor shall maintain "tail coverage" no less than ten (10) years after the expiration date of the policy or policies. Any policy or policies carrying a deductible of more than \$25,000.00 may be subject to review by the City of the Contractor's financials.

Umbrella or Excess - Contractor shall provide limits on the Declarations Page but not less than Two Million and 00/100 Dollars (\$2,000,000) per occurrence and Two Million and 00/100 (\$2,000,000) in the aggregate on a follow - form basis having an A.M Best rating of A-Class VIII or better.

Auto Liability - Contractor shall provide limits on the Declarations Page but not less than One Million and 00/100 (\$1,000,000.00) combined single limit for bodily injury and property damage having an A.M Best rating of A - Class VIII or better. Automobile Liability Symbol 1 (any auto), if the Company owns automobiles. An entity without autos shall have "Non -owned and Hired" coverage (Auto Symbols 8 & 9). The City and its elected and appointed officers, boards, commissions, agents and employees shall be named as Additional Insureds.

Workers' Compensation – Contractor shall provide Workers' Compensation Insurance sufficient to meet its statutory obligation and to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death) as required by the State of California and Employer's Liability Insurance for One Million and 00/100 Dollars (\$1,000,000). Waiver of Subrogation for Workers' Compensation in favor of the City of Salinas is required.

Professional Liability - Contractor shall provide limits on the Declarations Page but not less than One Million and 00/100 Dollars (\$1,000,000) per claim and One Million and 00/100 Dollars (\$1,000,000) in the aggregate having an A.M Best rating of A-Class VIII or better.

c. All insurance companies with the exception of "Worker's Compensation" and "professional errors and omissions" affording coverage to the Consultant shall be required to add the City of Salinas, its officers, and, agents as additional "insured" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insured for the work performed under this Agreement and that no other insurance affected by the City or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to City, its officers, employees or agents.

d. All insurance companies affording coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.

e. All insurance companies affording coverage shall provide thirty (30) days written notice by certified mail to the City of Salinas should the policy be canceled or reduced in coverage before the expiration date. For the purpose of this notice requirement, any material change prior to expiration shall be considered cancellation.

f. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City's Risk and Benefits Analyst, concurrently with the submittal of this Agreement. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the Consultant, its agents or representatives" does not satisfy the requirements of this subsection. The Consultant shall ensure that the authorized representative of the insurance company strikes the above quoted language from the certificate.

g. Consultant shall provide a substitute certificate of insurance no later than ten (10) days prior to the policy expiration date. Failure by the Consultant to provide such a substitution and extend the policy expiration date shall be considered default by Consultant. In the event Consultant is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Consultant shall provide written confirmation of renewal, in a form satisfactory to the City, to act as proof of insurance only until such time as a certificate of insurance has been received by the City.

h. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

11. 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.

12. Assignment. 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.

13. 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. Rate of compensation shall be based upon the Consultant's Schedule of Charges as shown in **Exhibit A** of this Agreement. 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.

14. 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.

15. Termination.

a. City shall have the authority to terminate this Agreement, upon 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 including demobilization of field operations based on standard terms and rates shown in Exhibit A, 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 14 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

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.

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

17. 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.

18. 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.

19. Integration and 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.

20. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California. 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.

21. 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.

22. Notices.

a. Written notices to the City hereunder shall, until further notice by City, be addressed to:

Deputy Director of Public Works /City Engineer
City of Salinas
200 Lincoln Ave.
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:

Mr. Frank Lopez, PE, QSD, CFM
Project Manager
Harris and Associates
450 Lincoln Ave., Suite 103
Salinas, CA 95112
831-233-9242
Frank.Lopez@weareharris.com

- c. The execution of any such notices by the Public Works Director of the City 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.

23. 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.

24. 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.

25. 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.

26. Attorney's 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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **Legal Representation.** Each party affirms that it has been represented 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.

32. **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.

33. **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.

34. **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

Ray E. Corpuz, Jr., City Manager

Date

APPROVED AS TO FORM:




Christopher A. Callihan, City Attorney



Date


HARRIS AND ASSOCIATES INC.



By: Frank S. Lopez
Its: Engineering Director



Date



By: PATRICIA DOBSON
Its: ENGINEERING DIRECTOR



Date

END OF DOCUMENT

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Exhibit A- *Fee Schedule*

Fee Schedule

Harris & Associates

Applicable to 2017-2022 ON-CALL CONSULTANTS FOR CIVIL ENGINEERING AND PROJECT MANAGEMENT SERVICES for CITY OF SALINAS

Effective October 11, 2017 – December 31, 2018

Civil Engineering/Transportation/Public Works	
Project Directors	\$210-\$280
Project Managers	\$165-\$230
Project Engineers	\$130-\$180
Technical Support	\$90-\$150
Administration	\$80-\$125
Environmental Analyst	\$120-\$165
Construction Managers	\$180-\$210
Resident Engineers	\$175-\$205
Construction Engineers	\$145-\$185
Inspectors (non-prevailing)*	\$130-\$160
Contract Administration/Labor Compliance	\$110-\$145
Financial Analyst	\$125-\$150

Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as travel, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).

*Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area. Prevailing wage rates shall be determined and in effect at the time of the request for proposals.

Hourly rates for Key Personnel shown on the following page will not change for 1 year of agreement and are allowed on an annual adjustment based on the classifications shown above. An adjusted rate schedule will become effective January 1, 2019 and on the 1st of January every year thereafter.

Subject to 3.5% annual increase.

All subconsultant charges are subject to a 10% markup.

You can find our subconsultants fee schedules on the following pages.

Harris & Associates (cont)

HOURLY RATES FOR KEY PERSONNEL	
Frank Lopez, PE, QSD, CFM Project Manager/Director	\$220
Jasmine Cuffee, PE, QSD Civil and Environmental Lead/Senior Director	\$240
Alex Yescas, PE, CFM, ENV SP Hydrology & Hydraulics Lead/Director	\$220
Gary Yagade, PE Project Director, QA/QC/Vice President	\$280
Alison Bouley, PE Financial Lead/Director	\$220
Kate Giberson CEQA/NEPA Lead/Director	\$210
Siva Natarajan, PE, QSD Project Manager	\$180
Christian Mercado, EIT Project Engineer	\$145
Samantha Cho Technical Support	\$120
Dana Van Horn, PE, QSD/QSP Construction Manager	\$190
Tim O'Halloran, PE, QSD Construction Manager/Resident Engineer	\$180
Leo Barajas, QSP, CESWI Technical Support/Construction Inspector	\$135
Wendy Young Environmental Project Manager	\$150
Shannon Bane Environmental Project Manager	\$150



Alta Planning + Design

2017 - 2018 Billing Rates

Labor Category	Rate	General Classifications
Labor Category 1	\$280	Senior Principal
Labor Category 1a	\$274	Principal
Labor Category 1b	\$248	Principal
Labor Category 1c	\$223	Principal
Labor Category 3	\$207	Principal, Senior Associate
Labor Category 4	\$188	Principal, Senior Associate
Labor Category 5	\$181	Principal, Senior Associate
Labor Category 6	\$176	Principal, Senior Associate
Labor Category 7	\$171	Principal, Senior Associate
Labor Category 8	\$164	Senior Associate, Associate
Labor Category 9	\$155	Senior Associate, Associate
Labor Category 10	\$150	Senior Associate, Associate
Labor Category 11	\$143	Associate, Senior
Labor Category 12	\$138	Associate, Senior
Labor Category 13	\$129	Associate, Senior
Labor Category 14	\$116	Senior + Level I
Labor Category 15	\$109	Senior + Level I
Labor Category 16	\$98	Level I + Level II
Labor Category 17	\$88	Level I + Level II
Labor Category 18	\$75	Administration
Labor Category 19	\$67	Intern

The charges per hour shown will be effective through 10/11/2017-10/10/2018 and subject to revision annually thereafter at a rate of 3.5% escalation.

Subconsultants and reimbursable expenses will be charged at cost + 10% markup.

Mileage will be charged at the IRS standard rate.

In-house reproductions will be charged as follows:

Color copies	\$0.65/ page
Black and white copies	\$0.20/page
24" x 36" large format	\$17.50/sheet
36" x 48" large format	\$32.5/sheet



10680 White Rock Road
Suite 100
Rancho Cordova, CA 95670

916.366.0632 PHONE
916.366.1501 FAX

www.TRCSolutions.com

October 11, 2017

RATE SCHEDULE

LABOR RATES

Personnel Classification	Hourly Rate				
	2017-18	2018-19	2019-20	2020-21	2021-22
Project Manager	\$ 250.00	\$ 255.00	\$ 265.00	\$ 270.00	\$ 275.00
Project Engineer/Coordinator	\$ 180.00	\$ 185.00	\$ 190.00	\$ 195.00	\$ 200.00
Senior Engineer	\$ 155.00	\$ 160.00	\$ 165.00	\$ 170.00	\$ 175.00
Engineer II	\$ 125.00	\$ 130.00	\$ 135.00	\$ 140.00	\$ 145.00
Engineer I	\$ 100.00	\$ 105.00	\$ 110.00	\$ 110.00	\$ 115.00
CADD Supervisor	\$ 140.00	\$ 145.00	\$ 150.00	\$ 150.00	\$ 155.00
CADD Technician	\$ 95.00	\$ 100.00	\$ 100.00	\$ 105.00	\$ 105.00
Desktop Publisher	\$ 80.00	\$ 80.00	\$ 85.00	\$ 85.00	\$ 90.00
Administrative Assistant	\$ 80.00	\$ 80.00	\$ 85.00	\$ 85.00	\$ 90.00

Rates are effective through October 10 of each year as listed above.

Similarly titled staff will be billed at equivalent rates (i.e Senior Scientist, Senior Geologist, Senior Environmental Planner, etc. will be billed at the hourly rate for a Senior Engineer)

DIRECT EXPENSE UNIT RATES

Mileage: Current IRS Mileage Rate, currently \$0.535 per mile

Meals: State of CA DPA Rates, currently \$41/day

Other direct costs including subconsultants, travel, lodging, telephone, reproduction, and postage will be billed at actual cost unless otherwise permitted by the specific Agreement.



Monterey Bay Engineers, Inc.

Civil Engineering • Land Surveying

Steve C. Wilson, RCE 25,136 / PLS 5,207
Brian M. Wilson, PLS 7,771
Benjamin C. Wilson, RCE 72,928
Timothy D. Martin, PLS 8,670

607 Charles Ave. Suite B, Seaside, Ca 93955
Phone (831) 899-7899 Fax (831) 899-7879
Email : mbayengr@mbay.net
Website : mbeinc.com

FEE SCHEDULE

Effective Oct. 11, 2017 through Oct. 10, 2018

The following are the professional fees and reimbursable expenses for Civil Engineering and Land Surveying services provided by Monterey Bay Engineers, Inc., a California Corporation.

Federal Tax I.D. No. 94-2823616

HOURLY RATES FOR PROFESSIONAL SERVICES:

Survey Crew (2 person with conventional equipment)	\$285.00 / hr. *
Survey Crew (2 person with Real Time GPS Technology)	\$350.00 / hr. *
Survey Crew (additional per person rate)	\$ 95.00 / hr *
Licensed Professional, Principal	\$160.00 / hr.
Licensed Professional, Testimony & Depositions	\$275.00 / hr.
Staff Registered Civil Engineer	\$120.00 / hr.
Staff Professional Land Surveyor	\$120.00 / hr.
Civil Engineering Assistant (E.I.T.)	\$ 90.00 / hr.
Land Surveyor's Assistant (L.S.I.T.)	\$ 90.00 / hr.
Senior Engineering Tech. / Autocad Draftsman	\$ 70.00 / hr.
Engineering Tech. / Autocad Draftsman	\$ 60.00 / hr.
Clerical work, record keeping, accounting	\$ 45.00 / hr.

* These fees are adjusted to allow for Prevailing Wage field work.

Prevailing Wages rates shall be determined and in effect at the time or request for proposals.
Portal to portal travel time will be added to any time spent away from our office at the rates outlined above, or at 54 cents per mile, whichever is lesser.

Rates may be adjusted after Oct. 10, 2018 by the Consumer Price Index

REIMBURSABLE EXPENSES:

White bond copies, 36" width	\$ 1.00 / foot
Federal Express or Couriers, as required	at cost
Sub-consultants, if authorized	cost plus 10%

444 Airport Blvd, Suite 106
Watsonville, CA 95076
Phone: 831-722-9446
Fax: 831-722-9158

PACIFIC CREST ENGINEERING INC.

STANDARD FEE SCHEDULE – GEOTECHNICAL GROUP

CITY OF SALINAS ON CALL PROJECTS

Effective 10/11/2017 through 10/10/2022¹

The following schedule presents our rates for professional services. If desired, services other than construction observation and testing can be contracted on a negotiated fixed fee basis. Hours and mileage for professional and technical services are charged portal-to-portal from our office. Services during construction, such as testing and observation of grading, require both professional and technical services. Depending on the scope and duration of the construction project, an opinion of probable cost can be made. Minimum fee for any project is \$1,500.00. Professional, technical, mileage and laboratory fees and rates are subject to change without notice.

PROFESSIONAL SERVICES

Billing Rate

Principal Engineer\Geologist	\$ 175.00 per hour
Associate Engineer\Geologist	\$ 170.00 per hour
Senior Engineer\Geologist	\$ 160.00 per hour
Staff Engineer\Geologist II	\$ 145.00 per hour
Staff Engineer\Geologist I	\$ 135.00 per hour
Senior CAD Operator	\$ 105.00 per hour
CAD Operator	\$ 95.00 per hour
Administrative Staff	\$ 80.00 per hour
Expert Witness	\$ 285.00 per hour
Outside Consultants	1.15X Hourly Rate

TECHNICAL SERVICES

Senior Field Engineer (Prevailing Wage Projects)*	\$ 115.00 per hour
Staff Field Engineer (Prevailing Wage Projects)*	\$ 110.00 per hour
Senior Field Engineer (Non-Prevailing Wage Projects - Residential)	\$ 105.00 per hour
Staff Field Engineer (Non-Prevailing Wage Projects - Residential)	\$ 95.00 per hour
Construction Inspector (Prevailing Wage, Group 2)	\$ 115.00 per hour
QSP/SWPPP Monitoring Services	\$ 110.00 per hour
Lab Technician	\$ 90.00 per hour
Asphalt Core Drilling (Rig + Staff Time)*	\$ 155.00 per hour

Field testing services include nuclear density testing, concrete sampling, and core drilling; two hour minimum charge per site visit.

**** Prevailing wage rates shall be determined and in effect at the time of the request for proposals***

¹ Subject to 3.5% annual increase starting 10/11/18 through 10/11/22

OVER TIME

Over Time	1.5X hourly rate
Sunday/Holiday	2.0X hourly rate
Night Shift	1.8X hourly rate

MILEAGE EXPENSES

Auto Mileage	\$0.53.5 per mile (or current IRS standard rate)
Drill Rig Mileage	No Charge

OVERTIME

Overtime, when applicable, shall be defined as working more than 8 hours in any one day, more than 40 hours in any one week, and any work performed on Saturdays, Sundays, and Holidays. Double time is billed for Sunday and Holiday work, and for work performed in excess of 8 hours on Saturdays. All other overtime hours are billed as time and a half. Night shift work is shift work commencing after 2:00 pm or before 4:00 am during any 24 hour period starting at 12:01 am. Our normal working hours are 8:00 am to 5:00 pm, Monday through Friday.

FIELD TESTS

Plate bearing load tests, pile load tests, vane shear tests, piezometer installations, slope inclinometer installations, and other special tests will be charged at standard engineering and personnel rates, plus cost of special equipment.

INCIDENTAL EXPENSES

Consultant shall be paid the actual cost plus fifteen percent of all other out-of-pocket expenses, including any costs of air travel, applicable sales, use and city taxes, as well as miscellaneous outside services and facilities, including: Subconsultant or Subcontractor fees; equipment rental, drill rig, underground locator, renderings, overnight delivery, permit and plan check fees, and similar expenses.

SUBSISTENCE

Subsistence charges shall include the actual net cost plus fifteen percent of meals, lodging and local transportation, including car rental costs incurred whenever the Consultant's employees are required to be away from their normal place of business. In lieu of this charge of cost plus fifteen percent, Consultant and Client may agree on a lump sum per diem charge to cover subsistence.

PRINTS AND SPECIFICATIONS

Reproduction charges for prints and specification books for client use in bidding or construction or at client request will be billed at cost plus fifteen percent.

COPIES OF PREVIOUS REPORTS

Orders for copies of previously issued work will be billed on a time and material basis (minimum charge of \$25.00).

DRILLING AND SAMPLING

Billing Rate

PCE will provide a project specific cost estimate upon request for drilling and sampling services. Cost of drilling and sampling equipment will be transferred to the City at no mark up. This does not include time associated with engineering analysis and report preparation.

Drill Rig including crew - truck mounted or crawler mounted:

Billing Rate

Mobilization	Cost specific to project
Straight Time	Cost specific to project
Over Time	Cost specific to project
Cone Penetrometer Rig (CPT)	Cost specific to project
CPT Travel Time & Mobilization	Cost specific to project

Drilling is charged at 4 hours minimum.

Time is charged portal-to-portal from the drilling rig yard.

Casing, Shelby tubes and any special sampling or subcontract equipment will be charged at cost.

LABORATORY TESTS

Soil/Aggregate Classification and Index Tests:

Atterberg Limits (Liquid Limit/Plastic Limit/ Plasticity Index):

• Method A (Multi Point), ASTM D-4318/AASHTO T89 & T90	\$175.00
• Method B (Single Point), ASTM D-4318/AASHTO T89 & T90	\$150.00
• California Test Method, CT-204	\$175.00

Grain Size Distribution of Soil:

• Sieve Analysis w/ Hydrometer ASTM D-422/AASHTO T88	\$200.00
• Sieve Analysis w/o Hydrometer, ASTM D-422/AASHTO T88	\$110.00
• Material Finer than #200 Sieve ASTM D-1140	\$ 85.00
• California Test Method, CT-202	\$115.00

Grain Size Analysis of Aggregate:

• Sieve Analysis ASTM C-136/AASHTO T27	\$120.00
• Material Finer than #200 Sieve ASTM C-117/AASHTO T11	\$ 85.00
• California Test Method, CT-202	\$125.00

Moisture Determination, ASTM D-2216/AASHTO T265/CT-226

\$ 25.00

R-Value:

• Native Soil Samples ASTM D-2844/AASHTO T190/CT-301	\$280.00
• With Additives, ASTM D-2844/AASHTO T190/CT-301	\$350.00

Sand Equivalent, ASTM D-2419/CT-217

\$120.00

Specific Gravity of Soil, ASTM D-854/AASHTO T100

\$100.00

Expansion Index, ASTM D4829

\$200.00

Cleanliness Value of Coarse Aggregate, CT 227

\$145.00

Durability Index, CT 229

\$145.00

Moisture Density Relations/Compaction Curves:

Modified Proctor:

- 4" Mold, ASTM D-1557/AASHTO T180 \$250.00
- 6" Mold, ASTM D-1557/AASHTO T180 \$285.00
- One Point Verification (Check Point) \$100.00

Standard Proctor:

- 4" Mold, ASTM D-698/AASHTO T99 \$250.00
- 6" Mold, ASTM D-698/AASHTO T99 \$285.00
- One Point Verification (Check Point) \$100.00

Cal-Impact Test, CT-216 \$280.00

Strength Tests:

Direct Shear:

- CD Peak and Residual, ASTM D-3080 (per point) \$225.00
- CU Peak and Residual, ASTM D-3080 Modified (per point) \$105.00

Unconfined Compression, ASTM D-2166/AASHTO T208 \$ 80.00

Consolidation & Expansion Tests:

Consolidation, ASTM D-2435 \$380.00

Expansion Pressure, ASTM D-3877 \$325.00

Concrete Testing:

Compressive Strength Testing, ASTM C-39, CT-521 (per cylinder) \$ 40.00

Method of Test For Flexural Strength of Concrete, CT 523 \$145.00

Method of Test For Flexural Strength of Rapid Strength Concrete, CT 524 \$145.00

Hot Mix Asphalt (HMA) Tests:

Bulk Specific Gravity of Compacted Hot Mix Asphalt

- Saturated Surface Dry Method, ASTM D2726/AASHTO T166 \$ 50.00
- Coated Specimens, ASTM D-1188/AASHTO T275 \$ 55.00
- California Test Method, CT-308 \$ 55.00

Moisture Content of HMA, AASHTO T329 \$ 25.00

Theoretical Maximum Density, ASTM D-2041, CT-309 \$145.00

Miscellaneous:

Triaxial, concrete, permeability or other special inspection testing services are individually quoted.



RINCON CONSULTANTS, INC.

Fee Schedule for Environmental Sciences and Planning Services – City of Salinas

The Rincon Consultants fee schedule illustrates how professionals and support time is charged to projects. Direct costs associated with project labor are billed to the project as described under Reimbursable Expenses.

Professional, Technical & Support Personnel*	Hourly Rate**
Principal II	\$230
Principal I	\$215
Senior Supervisor II	\$195
Supervisor I	\$185
Senior Professional II	\$165
Senior Professional I	\$150
Professional IV	\$135
Professional III	\$120
Professional II	\$105
Professional I	\$95
Environmental Technician/Field Aide III	\$90
Environmental Technician/Field Aide II	\$85
Environmental Technician/Field Aide I	\$80
Senior GIS Specialist	\$130
GIS/CADD Specialist II	\$115
GIS/CADD Specialist I	\$100
Graphic Designer	\$95
Technical Editor	\$105
Production Specialist	\$80
Clerical/Administrative Assistant I	\$75
*Professional classification includes: environmental scientists, urban planners, biologists, geologists, marine scientists, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$310.	
** Hourly rates valid from 10/11/2017 and ending no earlier than 10/10/2018. After this time, there will be an escalation of 3% annually	

Photocopying and Printing

Photocopies will be charged at a rate of \$0.16/copy for single-sided copies and \$0.32 for double-sided copies. Colored copies will be charged at a rate of \$1.50/copy for single-sided and \$3.00/copy for color, double-sided or 11"×17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

Reimbursable Expenses

Reimbursable Expenses are costs associated with completing a project that are not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 10% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.
2. Transportation fees; company-owned vehicles will be billed \$85/day for light-duty vehicles and trucks \$135/day for 4-WD/off road vehicles, plus \$0.65/mile for mileage over 50. Mileage rate of \$0.65/mile applies to all miles incurred in employee-owned vehicles.



RINCON CONSULTANTS, INC.

Equipment Schedule for Environmental Sciences and Planning Services

Equipment	Day Rate
Environmental Site Assessment	
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
Natural Resources & Multi-Services Field Equipment	
Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian Survey Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$150
Remote Field Package: (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$125
Sound Level Metering Field Package: anemometer, tripod and digital camera.	\$100
Construction Monitoring Field Package: (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$95
Standard Field Package (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$50
Minnow trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50
Water & Marine Resources Equipment	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$200
Boat (20 ft. Boston Whaler or Similar)	\$300
Boat (27 ft. Wilson or Similar)	\$550
Side Scan or Single Beam Sonar	\$700
Underwater & Marine Sampling Gear includes: Photo/Video Camera, Dissolved Oxygen Meter, Temp-pH-Conductivity Meter, Tanks, BCD, Regulators, Binoculars, Tapes, Buoys, Floats, etc.	\$50
Marine Field Package: (Personal Flotation Devices (PFDs), 100 ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	\$50
Insurance, Hazard & Safety Fees	
L & H Dive Insurance	\$50 person
Hazard Premium (In or Underwater ONLY per/hour)	1.25 X hourly
Level C Health and Safety	\$60 person