

**MASTER SERVICE AGREEMENT
FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND WALLACE GROUP**

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 **Wallace Group, a California Corporation**, (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is professionally trained, experienced, and competent to perform the special services which will be required by this Agreement, and services provided by Consultant under this Agreement will be performed in a manner; and consistent with that degree of care and skill ordinarily exercised by members of the same professional currently practicing under similar circumstances in the same or similar locality, 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. **Jorge Aguilar, PE Principal**, 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, and hold City and its officers, and employees harmless, but not defend, from and against any and all liability, claims, damages arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant applicable federal, state or municipal law or ordinance, or other cause to the extent arising from negligent, recklessness or intentional wrongful acts or omission of Consultant, its employees, subcontractors or agents, or on account of the negligent performance or character of the work, performed in breach of the applicable standard of the negligent, 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.

Nothing contained in the indemnity provisions shall be construed to require Consultant to indemnify the City, against any responsibility or liability in contravention of Civil Code 2782.

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 mail to the City of Salinas should the policy be canceled 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.

f. Consultant may suspend or terminate this Agreement, upon written notice to the City, as follows:

Due to failure of the City to make payments when due, unless and until Consultant has been paid in full all amounts due for services, expenses and other approved related charges. Consultant shall have no liability whatsoever to the City for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the City. Upon payment-in-full by the City, Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the Consultant to resume performance.

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. Jorge Aguilar, PE
Principal
Wallace Group
612 Clarion Ct.
San Luis Obispo, CA 93401
805-544-4011
jorgea@wallacegroup.us

- 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:

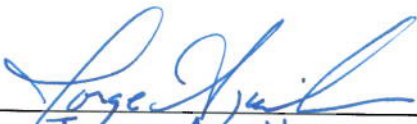


Christopher A. Callihan, City Attorney



Date

WALLACE GROUP

By 
Its: Jorge Aguilar
Vice President



Date

By:
Its:

Date

END OF DOCUMENT

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Exhibit A- *Fee Schedule*

City of Salinas 2017-2022 On-Call

Effective date 10/11/2017



Engineering, Design & Support Services:

Prevailing Wage*

Assistant Designer/Technician	\$ 70
Designer/Technician I - IV	\$ 75 - \$105
Senior Designer I - III	\$138 - \$148
GIS Technical Specialist	\$130
Senior GIS Technical Specialist	\$145
Associate Engineer I - II	\$ 95 - \$105
Engineer I - IV	\$140 - \$155
Senior Engineer I - III	\$160 - \$170
Director	\$175
Principal Engineer	\$190
Principal	\$195

Surveying Services:

Associate Survey Technician	\$ 85	
One-Person Survey Crew	\$160	\$190
Two-Person Survey Crew	\$195	\$280
Three-Person Survey Crew	\$272	\$370
Survey Technician I - IV	\$115 - \$139	
Land Surveyor I - III	\$145 - \$155	
Senior Land Surveyor I - III	\$160 - \$170	
Director	\$175	

Planning Services:

Associate Planner I - II	\$ 95 - \$105
Planner I - IV	\$128 - \$152
Senior Planner I - III	\$155 - \$165
Director	\$170

Landscape Architecture Services:

Associate Landscape Designer I - II	\$ 90 - \$100
Designer I - IV	\$110 - \$128
Landscape Architect I - IV	\$130 - \$145
Senior Landscape Architect I - III	\$147 - \$161
Director	\$165

Construction Management / Field Inspection Services:

Construction Office Tech I-III	\$ 80 - \$100	
Construction Inspector I - II	\$110 - \$126	\$130 - 140
Senior Construction Inspector	\$142	\$155
Assistant Resident Engineer I - II	\$125 - \$135	
Resident Engineer I - III	\$140 - \$156	
Senior Resident Engineer	\$160	
Director	\$170	

Public Works Administration Services:

Project Analyst I - IV	\$ 95 - \$140
Senior Project Analyst I - III	\$145 - \$155
Senior Environmental Compliance Specialist I - III	\$158 - \$166
Director	\$170

Support Services:

Office Assistant	\$ 60
Project Assistant I - III	\$ 75 - \$ 85

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 10% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- sub-consultant services
- agency fees
- delivery/copy services
- mileage (per IRS rates)
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary. Average annual escalation of 3% is anticipated across shown classifications.

***Prevailing Wage:**

State established prevailing wage rates may apply to some services and those rates are subject to change.



City of Salinas 2017-2022 On-Call

Effective 10/11/2017 to 10/10/2018

Classification	Hourly Billing Rate*
Senior Principal Engineer/Planner	\$255
Principal Engineer/Planner	\$200
Associate Engineer/Planner	\$184.11
Senior Engineer/Planner	\$150.44
Engineer/Planner	\$128.88
Transportation Analyst	\$107.87
Technician I	\$93.25
Technician II	\$97.58
Senior Technician	\$118.42
Associate Technician	\$141.76
Office Support	\$69.05

REIMBURSEABLE COSTS

Mileage	Federal Mileage Rate, currently \$.535/mile
Outside Services	Reimbursement for actual

Listed above is the fixed hourly rate schedule for the first year of the contract through October 2018. These rates were established using Kittelison's 2016 audited overhead rate and profit of 10%. Per the agreement, hourly rates will not change for 1 year of agreement. After the first year, average annual escalation of 3% is anticipated across shown classifications.

Keith Higgins

Traffic Engineer

FEE SCHEDULE City of Salinas 2017-2022 On-Call Effective 10/11/2017 to 10/10/2018

PERSONNEL

Classification	Rate/Hour
Keith Higgins, Owner	\$225

SUB-CONSULTANTS

Professional Service by Others	Cost + 10%
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EXPENSES

Materials, External Copying & Printing, Phone, Fax	Cost + 10%
Internal Copying - Letter Size (per single-sided page + labor)	\$0.10
Internal Copying - Ledger Size (per single-sided page + labor)	\$0.21
Large Sheet Prints - Bond or Blueline (per D size sheet + labor)	\$2.08
Large Sheet Plots - Vellum (per D size sheet + labor)	\$4.16
Large Sheet Plots - Mylar (per D size sheet + labor)	\$6.24
Delivery/Courier Service	Cost + 15%
Auto Expenses (per mile) (IRS) rate	.535
Travel Expenses	Cost + 10%

RIGHT TO REVISIONS

Average annual escalation of 3% is anticipated across shown classifications.



Planning for Success.

FEE SCHEDULE
City of Salinas 2017-2022 On-Call
Effective 10/11/2017 to 10/10/2018

Principals

Senior Principal	\$210.00
Principal	\$200.00

Planners

Principal Planner	\$190.00
Senior Planner	\$155.00
Associate Planner	\$130.00
Assistant Planner	\$115.00

Biologists

Principal Biologist	\$175.00
Senior Biologist	\$150.00
Certified Arborist	\$125.00
Associate Biologist	\$125.00
Assistant Biologist	\$105.00

Support Staff

Desktop Publisher	\$125.00
Administrative Assistant	\$95.00
Office Assistant	\$75.00

Expenses

	<u>Rate</u>	
Mileage	\$0.535	(Per Mile)
Photocopying	\$0.10	(Per Copy)

This fee schedule is exclusive of direct reimbursable expenses, such as word processing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus ten percent (10%) for administration. All outside services are billed at cost plus ten percent (10%) for administration. Average annual escalation of 3% is anticipated across shown classifications.

Invoices are due and payable within 30 days. Past due balances are subject to a service charge of one and one-half percent (1.5%) per month. Service charges are in addition to approved contract amount.

Expert witness services are provided at a 25 percent mark-up.

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

301 Lighthouse Avenue Suite C Monterey California 93940 Tel 831-649-1799 Fax 831-649-8399
www.emcplanning.com



Earth Systems

Pacific

1514 Moffett Street, Suite G
Salinas, CA 93905-3349
Ph: 831-422-8547
esp@earthsystems.com
www.earthsystems.com

FEE SCHEDULE

City of Salinas 2017-2022 On-Call
Effective 10/11/2017 to 10/10/2018

The following schedule presents unit 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 typical charges for the services most frequently performed by Earth Systems Pacific. Additional services are available and can be discussed at the client's request.

PERSONNEL

	<u>Hourly Rate</u>
Clerical/Administrative/PW Payroll Services	\$70.00
Technical Assistant	\$90.00
Technician, Field/Lab/Drafting	\$95.00
Senior Technician	\$98.00
Special Inspector	\$100.00
Technician/Inspector, Prevailing Wage (Group 3 and 4*)	\$115.00
Technician/Inspector, Prevailing Wage (Group 1 and 2*)	\$120.00
Staff Engineer/Geologist/Scientist	\$135.00
Project Engineer/Geologist/Scientist	\$150.00
Senior Engineer/Geologist/Scientist	\$175.00
Associate Engineer/Geologist/Scientist	\$190.00
Principal Engineer/Geologist/Scientist	\$210.00

* Technician/Inspector Classifications as defined by Prevailing Wage Determination by the State of California
Director of Industrial Relations in effect at the time of contract.

** See Note 8 Below

BASIS OF CHARGES

1. Saturdays, night work, and premium hours (before 7 a.m., after 5 p.m. or in excess of 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at doubletime.
2. Field services for prevailing wage projects will be charged in 4-hour increments. Requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. Nuclear density gauge charge \$15.00/hour.
4. Mileage is invoiced at a rate of \$0.80/mile (portal to portal), with a minimum daily charge of 10 miles per day for field work.
5. Out of town travel and expenses will be charged at cost plus 10%; fixed per diem rates for specific projects can be provided upon request.
6. Report copies \$30.00 per copy (minimum). Electronic posting of documents to projects or jurisdictional websites, etc. will be charged at administrative services rates.
7. Invoices are payable upon presentation. Invoices thirty days past due will be subject to a service charge of one and one-half percent per month. Credit card transactions will be subject to a 3 percent service charge.
8. Hourly rates will vary for prevailing wage projects, and are subject to adjustment based upon changes in general prevailing wage determinations or their application by the department of Industrial Relations (DIR).
9. Average annual escalation of 3% is anticipated across shown classifications.



FEE SCHEDULE
City of Salinas 2017-2022 On-Call
Effective 10/11/2017 to 10/10/2018

OTHER SERVICES

Rates for environmental sampling, safety, and testing equipment are per quote.

Rentals or purchases of required equipment and supplies, as well as all subcontracted services, will be invoiced at cost plus 10%. These include, but are not limited to, consultant's fees, equipment rental (such as drilling, bulldozing, and trenching and special access equipment), and freight, outside laboratory tests, aerial photographs, permit fees and incidental expenses.

Deposition, Hearing and Court Appearances (as Expert Witness) are per quote.

Geophysical work, pile load tests, vane shear tests, piezometer installations, slope indicator installations and other special tests will be quoted at standard engineering rates, plus cost plus 20% for any required special equipment.

Support truck \$150.00/day.

LABORATORY TESTS - SOILS

Testing of contaminated soil will be per quote; samples will be returned to sender for proper disposal.

Atterberg Limits:	a. Liquid Limit or Plastic Limit	\$110.00
	b. Plasticity Index	\$195.00
C.B.R. (3 points; includes maximum density)		\$570.00
C.B.R. (9 points; includes maximum density)		\$930.00
Maximum Density	a. 4" Mold	\$245.00
and Optimum	b. 6" Mold.....	\$295.00
Moisture:	c. California Impact	\$295.00
	d. Check Point (one)	\$130.00
Consolidation, (one dimensional).....		\$200.00
Consolidation, per load increment (timed)		\$90.00
Basic Corrosivity Tests, (pH, Sulfate, Chloride, Resistivity).....	Prices on Request	
Direct Shear (per point, 3 points minimum, undrained)		\$95.00
Expansion Index Test		\$195.00
Laboratory Technician (Sample Preparation)		\$95.00/hr.
Long Hydrometer Analysis (Assumed Sp. Gr.) with 200 wash		\$220.00
Moisture Determination and Unit Weight		\$30.00
Moisture Only		\$25.00
Permeability Tests	Per Quote	
R-Value, California State Highway/Set of 3, (no additives)		\$295.00
R-Value, California State Highway/Set of 3, cement, lime or other additives.....		\$360.00
Sand Equivalent		\$125.00
Sieve Analysis, Aggregate Base/Subbase.....		\$140.00
Sieve Analysis, (Oversize Material)		\$205.00
Sieve Analysis with 200 wash		\$115.00
Sieve Analysis without 200 wash.....		\$95.00
Specific Gravity		\$135.00
Unconfined Compression (untreated).....		\$95.00
Unconfined Compression (lime treated material).....		\$475.00

CONCRETE, ASPHALT, MASONRY & STEEL TESTING

See Materials Testing Fee Schedule

*Rush Charge: Twice the base charge of the specific test.



Earth Systems

Pacific

FEE SCHEDULE – MATERIALS TESTING

City of Salinas 2017-2022 On-Call

Effective 10/11/2017 to 10/10/2018

1514 Moffett Street, Suite G

Salinas, CA 93905-3349

Ph: 831-422-8547

esp@earthsystems.com

www.earthsystems.com

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 (\$95/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

CONCRETE AGGREGATE

Abrasion, L.A. Rattler (100 & 500 Revolutions)	\$260.00
Absorption, Coarse Aggregate.....	\$70.00
Absorption, Fine Aggregate	\$110.00
Angularity, Fine Aggregate	\$110.00
Clay Lumps and Friable Particles in Aggregate	\$110.00
Cleanliness Value of Coarse Aggregate	\$135.00
Crushed Particles (each size)	\$115.00
Durability Index, Coarse Aggregate	\$145.00
Durability Index, Fine Aggregate	\$145.00
Flat and Elongated Particles in Aggregate	\$115.00
Laboratory Technician (Sample Preparation)	\$95.00/hr.
Organic Impurities in Fine Aggregate	\$85.00
Potential Reactivity of Aggregate by Chemical Method (each size)	Per Quote
Sand Equivalent	\$125.00
Sieve Analysis, washed	\$150.00
Soundness, Sodium Sulfate (5 cycles).....	\$345.00
Specific Gravity, Coarse Aggregate.....	\$90.00
Specific Gravity, Fine Aggregate	\$125.00
Unit Weight of Aggregate	\$85.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders.....	\$36.00
Compression Test of Cored Samples (including surfacing if necessary)	\$70.00
Compression Test of Shotcrete Samples (including surfacing if necessary).....	\$70.00
Concrete/Shotcrete Coring.....	Per Quote
Compression Test of Lightweight Concrete.....	\$50.00
Density of Concrete Cylinders (as received; volume from measurements)	\$35.00
Density of Hardened Concrete (volume from measurements)	\$75.00
Flexural Strength, Simple Beam with Third Point Loading	\$100.00
Unit Weight of Lightweight Concrete	\$55.00

MASONRY

Absorption of Block (set of 3)	\$120.00
Compression Test on Block (set of 3)	\$150.00
Compression Test on Grouted Prisms (includes cutting).....	\$150.00
Compression Test on Masonry Cores	\$60.00
Compression Test, 2" x 4" Mortar Cylinders	\$35.00
Compression Test, 3" x 3" x 6" Grout Prisms.....	\$60.00
Moisture Content of Block as received (set of 3)	\$75.00
Shear Test on Masonry Cores (2 faces)	\$95.00
Specific Gravity and Unit Weight of Block (set of 3).....	\$90.00



EXPANDED FEE SCHEDULE – MATERIALS TESTING (Continued)

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$45.00
Compaction of Laboratory Samples, California Kneading Compactor (per point)	\$80.00
Compaction of Laboratory Samples, Marshall Method (50 blows per side, per point)	\$80.00
Compaction of Laboratory Samples, Marshall Method (75 blows per side, per point)	\$85.00
Extraction of Oil from A.C. Mixtures.....	\$230.00
Maximum Density (average of 5 samples)	\$210.00
Moisture Content	\$50.00
Specific Gravity, Theoretical Maximum.....	\$125.00
Stability and Flow, Marshall Apparatus (per point).....	\$75.00
Stability, Hveem Apparatus (average of 3 points, including compaction).....	\$325.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not included	\$80.00
Pipe Flattening Test (Sample Preparation Not Included)	\$45.00
Reinforcing Steel Coupler Tensile and Slip Tests	\$240.00
Structural Steel Bend Test (Sample Preparation Not Included)	\$80.00
Structural Steel Tensile Test (Sample Preparation Not Included)	\$80.00
Structural Steel Machining, per sample (per hour)	Cost Plus 20%
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$95.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18.....	Per Quote
Sample Preparation	\$95.00/hr.

HIGH STRENGTH BOLTS

Tensile, Proof Load and Hardness	Cost Plus 20%
Chemical Analysis	Cost Plus 20%

WELDED SPECIMEN TESTS

Face Bend (Sample Preparation Not Included).....	\$40.00
Free Bend (Reinforcing Steel)	\$40.00
Nick Break (Reinforcing Steel)	\$70.00
Root Bend (Sample Preparation Not Included)	\$40.00
Side Bend (Sample Preparation Not Included)	\$40.00
Tensile, Proof Load and Hardness	Cost Plus 20%

EQUIPMENT CHARGES

DR Meter (Reinforcing Steel Locating Equipment).....	\$35.00/hr.
Rebound Hammer (Schmidt Hammer)	\$25.00/hr.
Torque/Tension Test Equipment	\$35.00/hr.
Skidmore Bolting Calibration Equipment	\$25.00/hr.
Dynamic Cone Penetrometer	\$100.00/hr.
Sample Preparation	\$95.00/hr.
Concrete and A.C. Coring.....	Cost Plus 20%
Mobile Laboratory	Per Quote
Slope Inclinator Equipment	Per Quote

City of Salinas 2017-2022 On-Call
Effective 10/11/2017 to 10/10/2018

Labor by Classification	Hourly Rate
Principal Engineer	\$250
Associate Principal Engineer	\$225
Senior Engineer	\$220
Associate Engineer	\$180
Assistant Engineer I*	\$130
Assistant Engineer II*	\$155
Senior Engineering Tech*	\$155
Engineering Tech/Assistant*	\$105
CAD Manager*	\$150
CAD Tech*	\$90
Student Assistant/Intern*	\$80
Administrative Assistant/Support Staff*	\$100
Senior Project Manager/Proj Manager	\$240
Project Manager Assistant	\$125
Project Engineer	\$200
Resident Engineer/Bridge Rep	\$200
Senior Inspector*	\$155
Inspector*	\$130
<u>Environmental</u>	
Environmental Manager	\$200
<u>Surveying - Office Classifications</u>	
Senior Surveyor/ Survey Department Manager	\$180
Associate Surveyor/Project Surveyor	\$155
Survey Technician*	\$120
<u>Surveying - Field Classifications</u>	
Party Chief*	\$180
Instrumentman*	\$155
Chainman/Rodman*	\$155
One Man Crew*	\$180
Two Man Crew*	\$310
<u>Other Direct Costs</u>	
Office Computer & Software	Included in Overhead
Office Phone/Cell/Fax	Included in Overhead
Reproduction	
Black & White in office	Included in Overhead
Color in office	Included in Overhead
Vendor	Cost
Delivery	Cost
Mileage	Current Federal Rate (\$0.54/mi.)
Other Travel & Subsistence	Cost
Subconsultants	Cost
Short Term Per Diem	up to \$180 per day
Long Term Per Diem**	up to \$120 per day
Field Vehicle	up to \$67 per day
Field Computer/Printer	\$220 per month
Field Cellular Phone	\$130 per month
Prevailing Wage***	loaded with overhead and fee
Misc.	Cost
<u>Fee</u>	
Other Direct Costs	0% - 5%

Notes:

This rate sheet is only for use on non-federally funded projects.

*Overtime rates apply to these classifications and will be charged at 1.5 times the hourly rate.

***Prevailing Wage may apply for Construction Inspection and Surveying Services for any project utilizing State or Federal funds..

Labor Costs to be invoiced based on agreed rate

Other Direct Costs to be invoiced at actual cost plus fee.

Average annual escalation of 3% is anticipated across shown classifications.

HOURLY BILLING RATES

City of Salinas 2017-2022 On-Call

Effective 10/11/2017 to 10/10/2018

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$180–220
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$130–175
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager	Senior Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/ Arborist	Senior GIS Specialist	\$110–150
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/ Noise Specialist	Cultural Resources Manager	Biologist/Botanist/ Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/ Arborist	GIS Specialist	\$95–140
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/ Noise Analyst	Cultural Resources Analyst	Assistant Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/ Arborist	Assistant GIS Specialist	\$80–90
Field Services							
Senior Field Crew/Field Crew							\$70–100
Office Services							
Graphics							\$115–125
Marketing							\$80–185
Office Assistant							\$55–105
Project Assistant							\$70–100
Research Assistant/Intern							\$50–70
Word Processing/Technical Editing							\$60–115

¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$300 per hour regardless of job classifications.

² Hourly rates will be subject to an expected average of 3% annual rate of escalation from the effective date of the contract.

LSA IN-HOUSE DIRECT EXPENSES EFFECTIVE JUNE 2017

Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	GPS Unit	\$75.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Laser Rangefinder	\$25.00 per day
CD Production	\$5.00 per CD	Sound Meter	\$75.00 per day
USB Flash Drive	\$5.00 per drive	Sound Meter with Velocity Transducer	\$85.00 per day
Plotting	\$3.75 per sq ft	Aerial Photo	Cost
Aerial Drone	\$200.00 per day	Boat Rental	\$125.00 per day
Mileage On-Road	Current federal rate	Water Quality Meter	\$25.00 per day
Mileage Off-Road	Current federal rate		



Pavement Engineering Inc.
PROFESSIONAL FEE SCHEDULE

City of Salinas 2017-2022 On-Call

Effective 10/11/2017 to 10/10/2018

Engineering & Landscape Architect Services

Senior Principal Engineer.....	\$225/hr
Principal Engineer/Landscape Architect	\$185/hr
Senior Associate Engineer/Landscape Architect	\$165/hr
Associate Engineer	\$160/hr
Assistant Engineer	\$155/hr

Technical Services

Project & Construction Managers	\$145/hr
Senior Engineering Technician	\$135/hr
Engineering Technician.....	\$125/hr
Inspector*	\$120/hr
CAD Drafting	\$120/hr
Clerical	\$ 55/hr

Field Services

PW Dynaflect Operator*	\$275/hr
PW Assistant Dynaflect Operator*	\$140/hr
PW Dynaflect Operator Travel*	\$150/hr
PW Assistant Dynaflect Operator Travel*	\$150/hr
PW Coring Technician*	\$225/hr
PW Assistant Coring Technician*	\$125/hr
PW Coring Technician Travel*	\$150/hr
PW Assistant Coring Technician Travel*	\$150/hr
* Two (2) hour minimum	

Basis of Charges

Miscellaneous Charges

Equipment rental, reproductions, testing (other than
by PEI), photographic expenses and other outside services: Cost + 10%

Payments

Invoices will be submitted either semi-monthly or monthly and are payable upon receipt.
Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be
payable on any amounts not paid within 30 days, payment thereafter to be applied first to
accrued interest and then to the principal unpaid amount. Attorneys' fees or other costs
incurred in collecting any delinquent amount shall be paid by the client.

Right to Revisions

Average annual escalation of 3% is anticipated across shown classifications.



CITY OF SALINAS ON-CALL STANDARD FEE SCHEDULE

EFFECTIVE OCTOBER 11, 2017- OCTOBER 10, 2018

Professional Services:

<u>Classification</u>	<u>Basic Hourly Rate</u>
Principal.....	\$185
Senior Project Manager	\$160
Senior Project Specialist	\$140
Project Manager	\$135
Senior Project Engineer or Geologist	\$115
Project Engineer or Geologist	\$100
Staff Engineer or Geologist	\$85
Engineer or Geologist Intern.....	\$60
Resident Construction Engineer	\$145
Construction Manager	\$130
Field Technician or Construction Observer (California Prevailing Wage)	\$105
Construction Observer III	\$105
Construction Observer II	\$95
Construction Observer I	\$85
Technician Supervisor	\$100
Laboratory Supervisor	\$90
Technician III	\$85
Technician II	\$65
Technician I	\$50
CAD Designer	\$105
Administrative Assistant	\$60

**Overtime rates for Construction Inspection, Technicians and Office Staff is 1.5 x rates shown.

Laboratory tests are quoted on separate schedule or cost plus 10 percent for outside laboratory testing when applicable.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$350 per hour.

Average annual escalation of 3% is anticipated across shown classifications.

Other Direct Charges:

Subcontracted services, copying and rented equipment	Cost Plus 10%
Travel, subsistence, and expenses	Cost Plus 10%
Vehicle.....	\$ 80/day
Automobile Mileage.....	\$ 0.55/mile
Geotechnical sampling kit and expendables	\$ 50/day
Modified California brass lined samples and tube	\$ 5/each
Thin-wall (Shelby) tube 2.75" expandable caps	\$ 9/each
Field percolation test equipment	\$ 75/day

Y&C Transportation Consultants, Inc.
City of Salinas 2017-2022 On-Call
 Effective 10/11/2017 to 10/10/2018

Engineer XII	\$220/hr
Engineer XI	\$205/hr
Engineer X	\$190/hr
Engineer IX	\$175/hr
Engineer VIII	\$160/hr
Engineer VII	\$145/hr
Engineer VI	\$130/hr
Engineer V	\$120/hr
Engineer IV	\$110/hr
Engineer III	\$95/hr
Engineer II	\$85/hr
Engineer I	\$75/hr
Technician IV	\$65/hr
Technician III	\$55/hr
Technician II	\$45/hr
Technician I	\$40/hr
Clerk III	\$55/hr
Clerk II	\$45/hr
Clerk I	\$40/hr

Average annual escalation of 3% is anticipated across shown classifications.

MISCELLANEOUS COSTS

Reimbursables (Printing and Materials, Express Mail and Delivery Expenses, Filing Fees, Parking and Field Expenses) will be billed at cost.

Auto Mileage will be billed in accordance with current IRS rate.