DocuSign Envelope ID: AA3A924E-ADD6-4DF1-AF3D-63B5BF64E304

RESOLUTION NO. 22562 (N.C.S.)

A RESOLUTION APPROVING MASTER SERVICE AGREEMENTS BETWEEN THE CITY OF SALINAS AND BKF ENGINEERS; HARRIS AND ASSOCIATES, INC.; WALLACE GROUP; AND MNS ENGINEERS, INC. FOR ON-CALL CIVIL ENGINEERING AND PROJECT MANAGEMENT SERVICES

WHEREAS, the Public Works department has identified the need to utilize on-call Consultants to provide civil engineering and project management services to assist the department with services related to design and construction of various public works projects; and

WHEREAS, on August 16, 2022, the City of Salinas engaged in a Request for Qualifications (RFQ) process to identify firms with the requisite qualifications to provide on-call civil engineering and project management services; and

WHEREAS, on September 16, 2022, Public Works staff received six (6) statements of qualifications (SOQ) from consultants; and

WHEREAS, an evaluation committee consisting of Public Works staff reviewed each SOQ and selected the top four (4) based on the criteria set forth in the Request for Qualifications; and

WHEREAS, the award of projects to the selected civil engineering and project management firms will be based on an additional qualifications-based selection process.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council approves the Master Service Agreements between the City of Salinas and BKF Engineers; Harris and Associates, Inc.; Wallace Group; and MNS Engineers, Inc. to provide on-call civil engineering and project management services for various public works Capital Improvement Program (CIP) projects; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed, for and on behalf of the City of Salinas, and as its act and deed, to execute the attached Master Service Agreements; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute extensions and/or modifications to the Agreements and to take whatever additional action may be necessary to effectuate the intent of this resolution; and

BE IT FURTHER RESOLVED that the City Engineer or his/her designee is hereby authorized to approve the Consultant's on-going performance of services without the need for subsequent Professional Service Agreements provided the Consultant is, at all times throughout the term thereof, in compliance with the terms and conditions of the Master Service Agreement approved through this Resolution.

DocuSign Envelope ID: AA3A924E-ADD6-4DF1-AF3D-63B5BF64E304

PASSED AND APPROVED this 10th day of January 2023, by the following vote:

AYES: Councilmembers: Barrera, Gonzalez, McShane, Osornio, Rocha, Sandoval and Mayor Craig

NOES: None

ABSTAIN: None

ABSENT: None

APPROVED:

DocuSigned by:
Kimbley Craig
E554E94F4CE64C8...

Kimbley Craig, Mayor

ATTEST:

DocuSigned by:
Patricia Barajas
5BE31EC636A6432...

Patricia M. Barajas, City Clerk

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

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

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

Contents

RECITALS 4
TERMS 4
1. Scope of Service. 4
2. Term; Completion Schedule. 4
3. Compensation. 4
4. Billing. 4
5. Meet & Confer. 5
6. Additional Copies. 5
7. Responsibility of Consultant. 5
8. Responsibility of City. 5
9. Acceptance of Work Not a Release. 6
10. Indemnification and Hold Harmless.. 6
11. Insurance. 6
12. Access to Records. 6
13. Non-Assignability. 7
14. Changes to Scope of Work. 7
15. Ownership of Documents. 7
16. Termination. 7
17. Compliance with Laws, Rules, and Regulations. 8
18. Exhibits Incorporated. 8
19. Independent Contractor. 8
20. Integration and Entire Agreement. 8
21. Jurisdiction and Venue. 9
22. Severability 9
23. Notices. 9
24. Nondiscrimination. 10
25. Conflict of Interest. 10
26. Headings. 10
27. Attorneys' Fees 10
28. Non-Exclusive Agreement. 10
29. Rights and Obligations Under Agreement. 10
30. Licenses. 10
31. Counterparts. 11

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

32. Legal Representation. 11
33. Joint Representation. 11
34. Warranty of Authority. 11
35. No Waiver of Rights. 11
Exhibit A- Insurance Requirements 13
Exhibit B- Fee Schedule 16

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

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

RECITALS

WHEREAS, Consultant represents that he, she, or 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 consistent with that degree of care and skill ordinarily exercised by members of the same profession 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 Civil Engineering and Project Management, and NPDES Support, and related services for the City on an on-going basis. On each occasion Consultant performs services for City, Consultant shall advise the City in writing of the scope of services to be provided, and the cost of, and estimated time to perform the services. Consultant shall not proceed to perform any such service until City and Consultant have established a project cost, a completion schedule, and a time period for performance, and the City has given its written authorization to perform. Written approval for performance and compensation may be granted by the City Engineer.

2. Term; Completion Schedule. This Agreement shall commence on January 10, 2023, and shall terminate on January 10, 2028, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.

3. Compensation. City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation as shown on Exhibit B.

4. Billing. Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services

performed by more than one person. Consultant's bills shall include the following information to which such services cost or pertain:

(A) A brief description of services performed;

(B) The date the services were performed;

(C) The number of hours spent and by whom;

(D) A brief description of any costs incurred; and

(E) The Consultant's signature.

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

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

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

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

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

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

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

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

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

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

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

10. **Indemnification and Hold Harmless.**
Consultant 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 endorsement 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.

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

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

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

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

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

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

16. **Termination.**

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

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

(2) For any reason whatsoever.

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

(1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

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

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

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

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

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

17. <u>Compliance with Laws, Rules, and Regulations.</u> 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.

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

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

20. <u>Integration and Entire Agreement.</u> 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

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

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

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

23. **Notices.**

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

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

With a copy to:

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

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

Wallace Group
ATTN: Jorge Aguilar, PE QSD/P
Principal
612 Clarion Ct
San Luis Obispo, California 93401
(805)544-4011
jorgea@wallacegroup.us

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

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SALINAS

DocuSigned by:
Jim Pia
95AF7118EAC649A...
Steven S. Carrigan, City Manager
Jim Pia Assistant City Manager

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

APPROVED AS TO FORM:

DocuSigned by:
Christopher A. Callihan
DF600E62871844E...

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

CONSULTANT

_____

By (Printed Name): Jorge Aguilar, PE 48704
Its (Title): Principal

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

Exhibit A- Insurance Requirements

Insurance Requirements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(A) Commercial General Liability ("CGL"): Insurance Services Office Form ("ISO") CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(B) Automobile Liability: ISO Form CA 0001 covering any auto, or if Consultant has no owned autos, hired and non-owned, with limits no less than **$1,000,000** per accident for bodily injury and property damage.

(C) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

(D) Professional Liability (also known as Errors and Omissions) insurance appropriate to the work being performed, with limits no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate per policy period of one year.

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status

The City of Salinas, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, CG 11 85, or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

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

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

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

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

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

Exhibit B – Fee Schedule
(Attached)

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

Standard Billing Rates

WALLACE GROUP®

The following rates shall not change for the first year of this On-Call contract with annual 3% or CPI supported maximum increases thereafter.

Engineering, Design & Support Services:

Assistant Designer/Technician	$110
Designer/Technician I – IV	$115/$125/$135/$145
Senior Designer/Technician I – III	$158/$165/$172
GIS Technical Specialist	$150
Senior GIS Technical Specialist	$160
Associate Engineer I – III	$130/$$140/$150
Engineer I – IV	$160/$165/$170/$175
Senior Engineer I - III	$185/$190/$195
Director	$200
Principal Engineer/Consulting Engineer	$240
Principal	$260

Surveying Services:

		Prevailing Wage*
Party Chief	$175	$225
Instrument Person	$115	$145
Associate Survey Technician	$110	
Survey Technician I – IV	$130/$135/$145/$150	
Land Surveyor I – III	$155/$165/$175	
Senior Land Surveyor I - III	$180/$185/$190	
Director	$200	
Principal Surveyor	$240	
Principal	$260	

Planning Services:

Associate Planner I - II	$105/$115
Planner I – IV	$135/$145/$155/$165
Senior Planner I - III	$170/$175/$180
Director	$190
Principal Planner	$200
Principal	$220

Landscape Architecture Services:

Associate Landscape Designer I – II	$100/$110
Designer I – IV	$115/$120/$125/$130
Landscape Architect I - IV	$135/$140/$145/$150
Senior Landscape Architect I - III	$155/$160/$165
Director	$180
Principal Landscape Architect	$200
Principal	$220

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

Construction Management / Field Inspection Services:		**Prevailing Wage***
Construction Inspector I - II	$135/$150	$165/$172
Senior Construction Inspector	$155	$180
Construction Office Tech I-III	$110/$120/$130	
Assistant Resident Engineer I - II	$160/$165	
Resident Engineer I - III	$170/$175/$180	
Senior Resident Engineer	$190	
Director	$195	
Principal Construction Manager	$225	
Principal	$235	

Public Works Administration Services:	
Project Analyst I - IV	$115/$125/$135/$145
Senior Project Analyst I - III	$150/$155/$160
Senior Environmental Compliance Specialist I - III	$165/$170/$175

Support Services:	
Office Assistant	$100
Project Assistant I – III	$110/$115/$125

***Prevailing Wage:**

State established prevailing wage rates will apply to some services based on state law, prevailing wage rates are subject to change over time and geographic location.

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of $400 an hour. If required to meet schedule requests, 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 15% may be added. Sample direct expenses include, but are not limited to the following:

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

Invoicing and Interest Charges:

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

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

KITTELSON & ASSOCIATES

City of Salinas
2022-2027 On-Call Services Rate Schedule
As of August 2022

Classification	Year 1 Hourly Billing Rate*	Year 2 Hourly Billing Rate*	Year 3 Hourly Billing Rate*	Year 4 Hourly Billing Rate*	Year 5 Hourly Billing Rate*
Senior Principal Engineer/Planner	$280.70	$290.52	$300.69	$311.21	$322.11
Principal Engineer/Planner	$256.09	$265.05	$274.33	$283.93	$293.87
Associate Engineer/Planner	$215.46	$223.00	$230.80	$238.88	$247.24
Senior Engineer/Planner	$181.16	$187.50	$194.06	$200.85	$207.88
Engineer/Planner	$146.46	$151.59	$156.89	$162.38	$168.07
Transportation Analyst	$122.10	$126.38	$130.80	$135.38	$140.12
Technician I	$94.86	$98.18	$101.62	$105.18	$108.86
Technician II	$118.11	$122.24	$126.52	$130.95	$135.53
Senior Technician	$140.27	$145.18	$150.27	$155.52	$160.97
Associate Technician	$170.74	$176.71	$182.90	$189.30	$195.92
Office Support	$83.05	$85.95	$88.96	$92.08	$95.30
Data Analyst / Software Technician	$132.17	$136.80	$141.59	$146.54	$151.67
Senior Data Scientist/Developer	$204.40	$211.55	$218.95	$226.62	$234.55

**Average classification rates are shown above. Consistent with the contract, rates are subject to annual escalation. The above rates have been increased 3.5% for subsequent years of the contract.*

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

Y&C Transportation Consultants, Inc.

Y&C Transportation Consultants, Inc.
2022 Fee Schedule

Engineer XII	$230/hr
Engineer XI	$215/hr
Engineer X	$195/hr
Engineer IX	$180/hr
Engineer VIII	$165/hr
Engineer VII	$155/hr
Engineer VI	$140/hr
Engineer V	$125/hr
Engineer IV	$110/hr
Engineer III	$95/hr
Engineer II	$85/hr
Engineer I	$75/hr
Technician IV	$75/hr
Technician III	$65/hr
Technician II	$55/hr
Technician I	$45/hr
Clerk III	$65/hr
Clerk II	$55/hr
Clerk I	$45/hr

The billing rates are subject to a 5% escalation at the beginning of each year.

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.

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

STANDARD BILLING RATES

Our standard billing rates are summarized in the table below. Annual rate increases will not exceed two percent. Auto mileage will be billed at the IRS approved rate.

Table 1: CCTC 2022-2023 Standard Billing Rates

	Hourly Billing Rate
Principal	$250
Senior Engineer/Designer	$190
Engineer I-III	$100 - $125
Admin/Graphics	$95

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

MME

CIVIL + STRUCTURAL ENGINEERING • SINCE 1987

Schedule of Standard Billing Rates

Effective through December 31, 2022

Professional Services

Engineer I	$ 120 / hour
Engineer II	$ 140 / hour
Engineer III	$ 161 / hour
Engineer IV	$ 187 / hour
Engineer V	$ 208 / hour
Principal Engineer	$ 218 / hour
Expert Witness Services	$ 360 / hour
Deposition, court appearance and preparation	
Administrative Assistant	$ 90 / hour
CAD Technician I	$ 85 / hour
CAD Technician II	$ 105 / hour
Field Technician I	$ 110 / hour
Field Technician II	$ 130 / hour
Minimum Consultation Fee	$ 1,000

Field Survey (Prevailing Wage)

Chief of Party	$235 / hour
Instrumentman	$225 / hour
Chainman / Rodman	$215 / hour
Flagperson / Pedestrian Monitor	$170 / hour

Reimbursable Expenses

Sub-Consultants Direct Billing x 1.10

Outside Services Direct Cost x 1.15

Printing, delivery, equipment rental and other direct project expenses

In-House Services

Photocopies		$ 0.10	sheet
Plotting	-internal check plots / plots on bond	$ 2.00	sheet
	-final plots on mylar	$ 10.00	sheet

Travel

Automobile mileage	$ 0.59 mile
Airfare, Car Rental, etc.	Direct Cost x 1.15
Per Diem Allowance (varies by location)	$ 150/day

f:\proposal\mme billrates 2022.docx

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

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

FEE SCHEDULE

(Effective January 1, 2022)

Principals	Hourly Billing Rate	
Senior Principal	$250.00	
Principal	$225.00	
Planners		
Principal Planner	$200.00	
Senior Planner	$175.00	
Associate Planner	$150.00	
Assistant Planner	$125.00	
Biologists		**Monitoring Rate**
Principal Biologist	$190.00	($145.00)
Senior Biologist	$155.00	($125.00)
Associate Biologist	$130.00	($110.00)
Assistant Biologist	$115.00	($95.00)
Certified Arborist	$125.00	
Archaeologist		
Registered Professional Archaeologist	$125.00	
Support Staff		
Desktop Publisher	$150.00	
Executive Assistant/Production Manager	$125.00	
Administrative Assistant	$115.00	
GIS/Graphics Technician	$95.00	

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. This fee schedule is subject to revision at any time.

A retainer of up to fifty percent (50%) of the approved contract amount may be required for new clients or projects. 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 fifty percent (50%) mark-up.

EMC PLANNING GROUP INC.
601 ABREGO STREET, MONTERY, CA 93940
(831) 649-8399 / contactus@emcplanning.com
www.emcplanning.com

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

Denise Duffy & Associates, Inc.
PLANNING AND ENVIRONMENTAL CONSULTING

2022
SCHEDULE OF RATES

Principal	$242.00
Senior Compliance Manager/Engineering Specialist	$204.00
Principal Planner	$183.00
Senior Project Manager	$175.00
Senior Botanist	$162.00
Senior Planner/Scientist II	$161.00
Project Manager	$153.00
Senior Planner/Scientist	$142.00
Assistant Project Manager	$128.00
Environmental Biologist	$122.00
Associate Planner/Scientist II	$120.00
Associate Planner/Scientist I	$116.00
Assistant Planner/Scientist II	$108.00
Assistant Planner/Scientist I	$104.00
GIS/Computer Specialist	$111.00
Administrative Manager	$ 90.00
Database/Designer/Graphics	$ 85.00
Planning Technician	$ 77.00
Field Technician	$ 73.00
Production Editor	$ 80.00
Administrative Assistant	$ 70.00

Direct reimbursable costs associated with the execution of a project are charged at cost plus 15%. These expenses may include, but are not limited to: subconsultant services, printing and graphic charges, permits, filing fees, authorized travel charges, courier, postage, mileage and field supplies. Mileage will be charged at the current IRS mileage rate.

Above rates are effective through 12/31/2022 and may be adjusted thereafter.

947 Cass Street, Suite 5 ▪ Monterey, CA 93940 ▪ Tel: (831) 373-4341 ▪ Fax: (831) 373-1417

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

Fee Schedule

Standard Fee Schedule for Environmental Sciences and Planning Services

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

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

Reimbursable Expenses

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

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

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

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

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

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

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

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

FEE SCHEDULE

(Effective July 1, 2022)

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

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

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

BASIS OF CHARGES, GENERAL

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

PREVAILING WAGE PROJECTS

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

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

FEE SCHEDULE - MATERIALS TESTING

(Effective July 1, 2022)

BASIS OF CHARGES

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

SOILS

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

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

THERMAL RESISTIVITY TESTS

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

CONCRETE AGGREGATE

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

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

FEE SCHEDULE - MATERIALS TESTING

(Effective July 1, 2022)

CONCRETE AGGREGATE (Cont.)

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

CONCRETE CYLINDERS, BEAMS AND CORES

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

MASONRY

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

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

FIREPROOFING

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

ASPHALT CONCRETE

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

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

FEE SCHEDULE - MATERIALS TESTING

(Effective July 1, 2022)

ASPHALT CONCRETE (Cont.)

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

REINFORCING AND STRUCTURAL STEEL

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

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%

WELDER QUALIFICATION

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

EQUIPMENT/CHARGES (Does Not Include Personnel)

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

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

FEE SCHEDULE - MATERIALS TESTING

(Effective July 1, 2022)

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

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

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

EXPERT WITNESS SERVICES

(Effective July 1, 2022)

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

HOURLY CHARGES FOR PERSONNEL

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

SPECIAL SERVICES

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

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.

2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.

3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of $3,000.00.

4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of $750.00. Standby at other locations will be charged at the general hourly rates.

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

Yeh and Associates, Inc.
Geotechnical • Geological • Construction Services

391 Front Street, Suite D
Grover Beach, CA 93433
(805) 481-9590
www.yeh-eng.com

STANDARD FEE SCHEDULE
CALIFORNIA
EFFECTIVE JULY 2022

Professional Services:

Classification	Rate
Principal	$ 210/hr
Senior Project Manager, Engineer or Geologist	$ 195/hr
Senior Project Specialist	$ 180/hr
Project Manager, Associate Engineer or Associate Geologist	$ 170/hr
Senior Project Engineer or Geologist	$ 150/hr
Project Engineer or Geologist	$ 135/hr
Senior Staff Engineer or Geologist	$ 125/hr
Staff Engineer or Geologist	$ 110/hr
Engineer or Geologist Intern	$ 70/hr
Resident Construction Engineer	$ 195/hr
Construction Manager	$ 170/hr
Construction Observer	$ 135/hr
Laboratory Supervisor	$ 120/hr
CAD Designer	$ 135/hr
Administrative Assistant	$ 85/hr

Overtime rates for Construction Observation 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.

Rates do not include prevailing wages for field services. Prevailing wages will be determined on a project-by-project basis.

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
Hand Auger Kit	$ 100/day
Slope Inclinometer and readout	$ 125/day

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant: POLARIS LAND SURVEYING, INC. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. City of Salinas On-Call Engineering Services Contract No. _____ Participation Amount $ _____ Date 9-2-22

For Combined Rate	Fringe Benefit % + General & Administrative %	= 135.00%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
	Fee	=	10.00%

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual **or** Average Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
Lynn Kovach *	N/A	N/A	N/A					Not Applicable
Principal/Owner/Project Manager	$161.56	N/A	N/A	1/1/2022	12/31/2022	$62.50	3.00%	
Exempt	$166.41	N/A	N/A	1/1/2023	12/31/2023	$64.38	3.00%	
Office	$171.40	N/A	N/A	1/1/2024	12/31/2024	$66.31	3.00%	
	$176.54	N/A	N/A	1/1/2025	12/31/2025	$68.30	3.00%	
	$181.84	N/A	N/A	1/1/2026	12/31/2026	$70.34	3.00%	
Kathy Nitayangkul *	N/A	N/A	N/A	1/1/2021	12/31/2021			Not Applicable
Project Manager	$121.18	N/A	N/A	1/1/2022	12/31/2022	$46.88	3.00%	
Exempt	$124.82	N/A	N/A	1/1/2023	12/31/2023	$48.29	3.00%	
Office	$128.56	N/A	N/A	1/1/2024	12/31/2024	$49.73	3.00%	
	$132.42	N/A	N/A	1/1/2025	12/31/2025	$51.23	3.00%	
	$136.39	N/A	N/A	1/1/2026	12/31/2026	$52.76	3.00%	
Ryder Kovach *	N/A	N/A	N/A	1/1/2021	12/31/2021			Not Applicable
Project Surveyor	$98.54	N/A	N/A	1/1/2022	12/31/2022	$38.12	3.00%	
Exempt	$101.50	N/A	N/A	1/1/2023	12/31/2023	$39.26	3.00%	
Office	$104.54	N/A	N/A	1/1/2024	12/31/2024	$40.44	3.00%	
	$107.68	N/A	N/A	1/1/2025	12/31/2025	$41.65	3.00%	
	$110.91	N/A	N/A	1/1/2026	12/31/2026	$42.90	3.00%	
Parker Muller	N/A	N/A	N/A	1/1/2021	12/31/2021			Not Applicable
Survey Technician 2	$69.80	N/A	N/A	1/1/2022	12/31/2022	$27.00	3.00%	
	$71.89	N/A	N/A	1/1/2023	12/31/2023	$27.81	3.00%	
Office	$74.05	N/A	N/A	1/1/2024	12/31/2024	$28.64	3.00%	
	$76.27	N/A	N/A	1/1/2025	12/31/2025	$29.50	3.00%	
	$78.55	N/A	N/A	1/1/2026	12/31/2026	$30.39	3.00%	
STAFF	N/A	N/A	N/A	1/1/2021	12/31/2021			Not Applicable
Survey Technician 1	$56.87	N/A	N/A	1/1/2022	12/31/2022	$22.00	3.00%	
	$58.58	N/A	N/A	1/1/2023	12/31/2023	$22.66	3.00%	
Office	$60.33	N/A	N/A	1/1/2024	12/31/2024	$23.34	3.00%	
	$62.14	N/A	N/A	1/1/2025	12/31/2025	$24.04	3.00%	
	$64.01	N/A	N/A	1/1/2026	12/31/2026	$24.76	3.00%	
STAFF**	N/A	N/A	N/A	1/1/2021	12/31/2021	$85.34		Not Applicable
Party Chief	$220.60	N/A	N/A	1/1/2022	12/31/2022	$85.34		
	$220.60	N/A	N/A	1/1/2023	12/31/2023	$85.34		
Field	$220.60	N/A	N/A	1/1/2024	12/31/2024	$85.34		
	$220.60	N/A	N/A	1/1/2025	12/31/2025	$85.34		
	$220.60	N/A	N/A	1/1/2026	12/31/2026	$85.34		
STAFF **	N/A	N/A	N/A	1/1/2021	12/31/2021	$81.75		Not Applicable
Instrument Person	$211.32	N/A	N/A	1/1/2022	12/31/2022	$81.75		
	$211.32	N/A	N/A	1/1/2023	12/31/2023	$81.75		
Field	$211.32	N/A	N/A	1/1/2024	12/31/2024	$81.75		
	$211.32	N/A	N/A	1/1/2025	12/31/2025	$81.75		
	$211.32	N/A	N/A	1/1/2026	12/31/2026	$81.75		
STAFF **	N/A	N/A	N/A	1/1/2021	12/31/2021	$78.87		Not Applicable
Chainman	$203.88	N/A	N/A	1/1/2022	12/31/2022	$78.87		
	$203.88	N/A	N/A	1/1/2023	12/31/2023	$78.87		
Field	$203.88	N/A	N/A	1/1/2024	12/31/2024	$78.87		
	$203.88	N/A	N/A	1/1/2025	12/31/2025	$78.87		
	$203.88	N/A	N/A	1/1/2026	12/31/2026	$78.87		

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

www.FinanceDTA.com

RATE SHEET

DTA shall be remunerated for services based on a time and materials basis at the hourly rates shown in Table 1, with invoices being submitted to the City of Salinas (the "City") monthly.

Table 1: Fee Schedule

Labor Category	Labor Rate
President/Managing Director	$295/Hour
Senior Vice President	$260/Hour
Vice President	$240/Hour
Senior Manager	$205/Hour
Manager	$195/Hour
Senior Associate	$185/Hour
Associate III	$175/Hour
Associate II	$165/Hour
Associate I	$150/Hour
Research Associate II	$140/Hour
Research Associate I	$125/Hour

In addition to fees for services, the City shall reimburse DTA for out-of-pocket and administrative expenses by paying a charge equal to 3% of DTA's monthly billings for labor, plus travel expenses and any outside vendor payments. All hourly rates for services shall not change for the first year of the agreement but shall be subject to an annual cost-of-living increase thereafter.

DocuSign Envelope ID: 257AC3C2-B61C-455E-83FE-550EB023974F

craft water engineering, inc.

BILLING RATE SCHEDULE

Job Category	Hourly Billing Rate (2022)
MANAGEMENT	
President	$294
Principal Engineer/Scientist	$271
Senior Project Manager	$255
Project Manager	$240
ENGINEERING AND SCIENCE	
Senior Engineer	$223
Senior Associate Engineer	$207
Associate Engineer	$184
Junior Engineer	$146
Senior Water Resources Specialist or Hydrologist	$190
Associate Water Resources Specialist or Hydrologist	$169
Junior Water Resources Specialist or Hydrologist	$136
Senior Scientist	$196
Associate Scientist	$158
Junior Scientist	$125
TECHNICAL	
Senior Programmer/Web Developer	$217
Associate Programmer/Web Developer	$163
Civil Designer	$153
CADD Technician	$130
Senior GIS Analyst	$174
Associate GIS Analyst	$141
PRODUCTION AND ADMINISTRATIVE	
Senior Graphics Artist	$163
Staff Graphics Artist	$120
Senior Technical Editor	$136
Technical Editor	$114
Contract Administrator	$163
Administrative/Clerical	$87
Water Resources Intern	$59

AGREEMENT —AMENDMENT NO. 1 TO
MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WALLACE GROUP AND CITY OF SALINAS

This Amendment No. 1 to the Master Service Agreement for Professional Services (the "Amendment") is entered into this 23rd day of February 2024, by and between the City of Salinas (the "City") and Wallace Group (the "Consultant.") City and Consultant may be individually referred to herein as a "Party" and collectively the City and Consultant may be referred to as the "Parties."

RECITALS

WHEREAS, the City and Consultant first entered into a/an Master Service Agreement for Professional Services effective Jan 10th, 2023, pursuant to which Consultant agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, the City and Consultant desire to amend the Agreement to reflect the revised term in the compensation to be paid to the consultant.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

1. **Amendment to Term Number 3 – "Compensation".** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation as shown on Exhibit B, on a project-by-project basis. For a total cumulative amount not to exceed three million dollars ($3,000,000).

2. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Consultant have entered into this Agreement as of the date first written above.

CITY OF SALINAS

_____
Jim Pia, Interim City Manager

APPROVED AS TO FORM:

_____
□ Christopher A. Callihan, City Attorney
□ Rhonda Combs, Assistant City Attorney

Jorge Aguilar

Printed name: Jorge Aguilar, PE C 48704
Title: Principal