

**AGREEMENT TO PROVIDE BIDDING, CONSTRUCTION SUPPORT SERVICES,
AND PROJECT CLOSEOUT
FOR
LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT
(PHASE III CONTRACT)**

This Agreement is made and entered into as of the ____ day of _____, 2020 by and between the City of Foster City hereinafter called "CITY" and Schaaf & Wheeler Consulting Engineers hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to render certain professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY and;
- C. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITY shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to

the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of two-million, six-hundred-thousand, and zero dollars (\$2,600,000) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by CITY's City Manager (for contracts less than \$30,000) or City Council (for contracts \$30,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by CITY's City Manager (for contracts less than \$30,000) or City Council (for contracts \$30,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at

CONSULTANT's place of business or as otherwise agreed upon by the parties.

6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITY or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees,

subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT or any of its sub-consultants to indemnify CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering CITY's risks in form subject to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	Required of CONSULTANT and/or subconsultants when vehicles owned and/or operated in furtherance of work required by this Agreement: \$1,000,000 per accident for bodily injury and property damage (coverage required

to the extent applicable to
CONSULTANT's vehicle usage in
performing services hereunder)

¹Professional Liability

\$2,000,000 per claim and aggregate

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY prior to commencement of any work by the subcontractor. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, furnish CITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability insurance coverage, original endorsements:

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of thirty (30) days (10 days for nonpayment)

¹ Note: Professional liability insurance coverage is not required if the contractor/vendor/consultant is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement. ☐ Recommended _____ [Project Manager] ☐ Approved _____ [Risk Manager]

after City shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;

- (b) Naming the City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to CITY and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from CITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY, to the extent required by this Agreement, before the CITY's insurance or self-insurance may be called upon to protect CITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing a SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or CITY.

CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.

14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans with Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.
15. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY:	City of Foster City 610 Foster City Boulevard Foster City, CA 94404-2299 Attention: City Manager
CONSULTANT:	Schaaf & Wheeler Consulting Civil Engineers 1171 Homestead Road, Suite 255 Santa Clara, CA 95050-5485 (408) 246-4848 Attention: Charles D. Anderson, President
16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the

unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.

20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of Foster City or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
22. Entire Agreement. This Agreement, including Exhibit A, B and C, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: _____

Catherine Mahanpour, Mayor

ATTEST:

Dated: _____

Priscilla Schaus, City Clerk

APPROVED AS TO FORM

Dated: _____

Jean Savaree, City Attorney

CONSULTANT

Dated: _____

Charles D. Anderson, President

EXHIBIT A

SCOPE OF WORK AND SCHEDULE
FOR
BIDDING, CONSTRUCTION SUPPORT SERVICES, AND PROJECT CLOSEOUT
FOR
LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT
(PHASE III CONTRACT)

The general scope of services for Phase III is:

1. Design Services during Bidding
 - a. Assistance with contractor prequalification.
 - b. Contract document compliance review and agency coordination.
 - c. Evaluating questions posed by pre-qualified bidders as assigned by Tanner Pacific, and preparation of clarifying responses.
 - d. Preparation of technical addenda.
 - e. Preparation of material for pre-bid conference, and participation in pre-bid conference.
 - f. Assistance as required to evaluate bids.
2. Design Services during Construction
 - a. Contractor submittal reviews related to technical specification sections.
 - b. Responses to Contractor RFIs related to design and technical specifications.
 - c. Issuing clarifications regarding intent of contract documents.
 - d. Preparation of supplemental drawings and details.
 - e. Assistance with evaluation of Contractor- or City-issued CCOs.
 - f. Periodic observation of general Work progress.
 - g. Geotechnical quality control, testing, and observation.
 - h. Participation in construction meetings, but only when requested. Fee estimates assume that someone from the design team will participate in a one-hour meeting every other week, for a total of 60 person-meetings during construction.
 - i. Assistance with punch list preparation and project closeout, including Record Drawings.
 - j. Field testing and adjustments for corrosion monitoring system; and O&M manual.
3. Regulatory Compliance
 - a. General permit compliance oversight, including monthly site visits, and coordination with the City, Tanner Pacific, Contractor, and regulatory agencies.
 - b. Activity compliance review including dewatering, site winterization, and annual reporting.
 - c. Baseline mitigation monitoring.

- d. Project biological monitoring.
- e. Special status species surveys.

EXHIBIT B

CONSULTANT'S FEE SCHEDULE BIDDING, CONSTRUCTION SUPPORT SERVICES, AND PROJECT CLOSEOUT FOR LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT (PHASE III CONTRACT)

Labor

The maximum amount of compensation to be paid to CONSULTANT under this agreement, including payment for professional services and reimbursable expenses, shall not exceed the sum of two-million, six-hundred-thousand, and zero dollars (\$2,600,000). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY. Charges for labor expended on this project shall be itemized by CONSULTANT and billed monthly in accordance with the rate schedule attached herein. Hourly rates are fixed for the duration of this agreement.

Project Expenses

Project expenses, including sub-consultant services, travel, equipment rental, outside printing services, and other identifiable materials and services required for the execution of the work of this agreement shall be reimbursed at cost without any markups. Such reimbursement shall be made upon request by CONSULTANT and with presentation of adequate documentation.

The CITY shall review each monthly payment request and payment shall be made to the CONSULTANT in the amount approved on or about thirty (30) business days after date of approval.

ATTACHED

1. Schaaf and Wheeler Billing Rates
2. Biggs Cardoso Associates, Inc. Billing Rates
3. Huffman-Broadway Group, Inc. Billing Rates
4. BFS Landscape Architects Billing Rates
5. ENGEO Billing Rates

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

James R. Schaaf, Ph. D, PE
Kirk R. Wheeler, PE
Peder C. Jorgensen, PE
Charles D. Anderson, PE
Daniel J. Schaaf, PE

1171 Homestead Rd., Suite 255
Santa Clara, CA 95050-5485
408-246-4848
Fax 408-246-5624

M. Eliza McNulty, PE
Benjamin L. Shick, PE
Leif M. Coponen, PE
Principal Emeritus
David A. Foote, PE

Estimated Fees

Estimated fees to complete the scope of work described herein are summarized by Table 3. The billing rate schedule contained in the original Agreement dated September 8, 2015, shown below, remains valid and Schaaf & Wheeler will not markup sub-consultant fees. **Note that regulatory permit fees are unknown at this time and are not included in these estimates. The fees shall be paid directly by the City.**

Table 3. Contract Amendment #2

Task	Description	Labor	Reimbursable	Total
2.1	30% Levee Improvement PS&E	\$186,480		\$186,480
2.2	60% Levee Improvement PS&E	\$313,520		\$313,520
2.3	90% Levee Improvement PS&E	\$830,400		\$830,400
2.4	Final Geotechnical Design	\$149,940	\$40,000	\$189,940
2.5	Biologic Resources and Mitigation	\$84,000		\$84,000
2.6	BCDC Permit Application	\$60,375	\$1,500	\$61,875
2.7	State and Federal Permit Coord.	\$156,995	\$800	\$157,795
2.8	Obtain Regulatory Permits	\$173,800	\$700	\$174,500
2.9	Final Contract Documents	\$290,210		\$290,210
2.10	Public Outreach	\$35,566		\$35,566
TOTAL PHASE II		\$2,281,286	\$43,000	\$2,324,286

Hourly Charge Rate Schedule

Discounts Applied for Foster City Levee Protection Planning and Improvements Project (CIP 301-657)

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

<u>Classification</u>	<u>Rate/Hr.</u>		<u>Classification</u>	<u>Rate/Hr.</u>
Project Manager	\$220	\$200	Construction Manager	\$210
Project Engineer	\$210	\$195	Senior Resident Engineer	\$180
Senior Engineer	\$195	\$180	Resident Engineer	\$160
Associate Engineer	\$175	\$165	Assistant Resident Engineer	\$140
Assistant Engineer	\$150	\$140	Construction Inspector	\$130
Junior Engineer	\$140	\$130		
Designer	\$135	\$125		
Technician	\$130	\$120		
Engineering Trainee	\$100	\$90		

Principal time is \$300 per hour and is charged only for work done in preparation for litigation and other very high level-of-expertise assignments. Court or deposition time as an expert witness is charged at \$400 per hour with a minimum of four hours per day.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at ~~1.10 times~~ cost.

These rates are fixed for the duration of the agreement ~~subject to revision semi annually.~~

Effective 1/1/15

CHARGE RATE SCHEDULE

Principal	\$240.00 - \$300.00
Associate	\$224.00
Engineering Manager	\$195.00
Senior Engineer	\$175.00
Project Engineer	\$160.00
Staff Engineer	\$148.00
Assistant Engineer	\$135.00
Junior Engineer	\$124.00
Senior Computer Drafter	\$140.00
Computer Drafter	\$124.00
Junior Computer Drafter	\$112.00
BIM/Visualization Specialist	\$140.00
Project Administrator	\$158.00
Project Coordinator	\$130.00
Secretarial Services	\$100.00
Construction Manager	\$234.00
Senior Structural Representative	\$204.00
Structural Representative	\$182.00
Assistant Structures Representative	\$146.00
Senior Bridge Inspector	\$182.00
Subconsultants	Cost Plus 10%
Expenses	Cost Plus 15%
In-House CADD Plots	
Prints	\$0.32/ sq. ft.
Plots	\$1.60/ sq. ft.
Mylar Plots	\$3.20/ sq. ft.

Charge Rates Applicable October 1, 2020 thru September 30, 2021

Huffman-Broadway Group, Inc.

ENVIRONMENTAL REGULATORY CONSULTANTS

828 MISSION AVENUE, SAN RAFAEL, CA 94901 • 415.925.2000 • WWW.H-BGROUP.COM

SCHEDULE OF FEES - 2020

Charges for all services, including projects listed in prior years, will be based on the new Schedule of Fees effective January 1 of each year.

PERSONNEL: Personnel categories and corresponding hourly rates are as follows:

Area of Specialization	Level of Expertise	Hourly Rate
Wetland Regulatory Scientist	1	\$175
Clean Water Act Regulatory Specialist	1	\$175
Wetland Regulatory Scientist	2	\$150
Wetland Regulatory Specialist	1	\$150
Wetland Regulatory Specialist	2	\$135
Environmental Scientist	1	\$175
Environmental Scientist	2	\$150
Environmental Specialist	1	\$150
Environmental Specialist	2	\$135
Hydrologist	1	\$175
Hydrologist	2	\$150
Soil Scientist	1	\$175
Soil Scientist	2	\$150
GIS Specialist	1	\$145
GIS Specialist	2	\$125
Digital Mapping/GIS Specialist	1	\$145
Digital Mapping/GIS Specialist	2	\$125
Remote Sensing Specialist	1	\$145
Aerial Photo Interpreter	1	\$145
Erosion Control Specialist	1	\$145
Erosion Control Specialist	2	\$135
Technical Specialist	1	\$120
Technical Editor	1	\$100
Technical Editor	2	\$85
Technical Assistant	1	\$95
Technical Assistant	2	\$75

EXPENSES. Expenses and services incurred directly for the project will be invoiced at direct cost, plus a flat rate of 15% to cover staff time associated with logistical arrangements.

Company vehicles used directly for the project will be charged at \$10.00 per hour (up to \$50/day) plus the standard prevailing Internal Revenue Service (IRS) approved rate per mile; personal vehicle mileage will be charged at the standard prevailing IRS approved rate per mile, plus a flat rate of 15% to cover staff time associated with logistical arrangements.

Computer and communications costs, including telephone, telex, and postage charges will be charged at direct cost except that a staff charge of 15% shall be added to such costs. Faxes will be charged at \$1.00 per page. Reproduction costs for photocopies, bluelines, color maps, etc. will be billed at direct cost for outside printing services, plus a flat rate of 15% to cover staff time associated with logistical arrangements.

Leased and purchased field equipment and supplies will be charged at direct cost, plus a flat rate of 15% to cover staff time associated with logistical arrangements.

Leased and purchased laboratory equipment costs and supplies will be charged at direct cost, plus a flat rate of 15% to cover staff time associated with logistical arrangements.

LABORATORY TESTS: HBG provides soil, water quality, hydrology and plant testing using qualified subcontractors. Subcontractor Costs will be charged at direct cost, plus a flat rate of 15% to cover staff time associated with logistical arrangements.

EXPERT TESTIMONY AND OVERTIME: When Huffman-Broadway Group, Inc. (HBG) staff appears as expert witnesses at court trials, arbitration hearings and depositions, their time will be charged at 2.0 times the above standard. For assignments requiring overtime of exempt personnel, hourly rates will be the above standard, except for rush assignments involving holiday work hourly rates will be 2.0 times the above standard fees. For assignments requiring overtime of nonexempt personnel, hourly rate will be 1.50 times the above standard.

Standard Schedule of Compensation

May 2020



GENERAL

The following list of fees and reimbursable expense items shall be used in providing services within our agreement and may be annually adjusted, upon issuance of an updated Standard Schedule of Compensation:

Principal	\$215/hour
Associate Principal	\$200/hour
Associate	\$185/hour
Project Manager	\$165/hour
Assistant Project Manager	\$155/hour
Designer	\$135/hour
Assistant Designer	\$115/hour
Design/Graphics Intern	\$40/hour
Word Processor/Clerical	\$80/hour

ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only with prior authorization and on an hourly basis unless otherwise approved.

REIMBURSABLE EXPENSES

All costs for printing and plotting, special delivery, mileage, and other costs directly related to the project will be accounted as a reimbursable expense at our cost plus a fifteen percent administration charge.

PREFERRED CLIENT FEE SCHEDULE PROFESSIONAL SERVICES

Effective March 2020

President	\$395.00 per hour
Principal.....	\$298.00 per hour
Associate.....	\$250.00 per hour
Senior Engineer/Geologist/Seismologist	\$220.00 per hour
Project Engineer/Geologist/Seismologist.....	\$198.00 per hour
Environmental Scientist.....	\$182.00 per hour
Staff Engineer/Geologist/Seismologist	\$178.00 per hour
Assistant Engineer	\$140.00 per hour
Construction Services Manager.....	\$175.00 per hour*
Senior Field Representative II.....	\$153.00 per hour**
Senior Field Representative I.....	\$138.00 per hour**
Field Representative	\$128.00 per hour**
Environmental Technician.....	\$130.00 per hour**
Senior Laboratory Technician	\$155.00 per hour
Laboratory Technician.....	\$140.00 per hour
Senior CAD Specialist.....	\$148.00 per hour
Senior GIS Analyst.....	\$163.00 per hour
GIS Analyst.....	\$153.00 per hour
CAD Specialist	\$138.00 per hour
Network Administrator	\$195.00 per hour
Project Assistant.....	\$119.00 per hour

* Two-hour minimum portal to portal and cancellations within 24 hours.

* **OVERTIME RATES:** Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.

** For Prevailing Wage projects, increase the hourly rate by \$15.

** Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of eight (8).

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment Rental Cost plus 20%
- Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge)..... \$2,000.00 half day, \$4,000.00 full day

TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of client. A principal risk is the potential for human error by ENGEO. For client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, client agree to limit ENGEO's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed \$50,000 (or ENGEO's fee, whichever is greater, but not more than \$1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

EQUIPMENT AND MATERIALS CHARGES

DESCRIPTION	COST PER UNIT (\$)	UNIT
Air Content Meter	7.00	hour
Bailers (Disposable)	8.00	each
Concrete Crack Monitor	20.00	each
Coring Machine	25.00	hour
Double-Ring Infiltrometer	40.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	30.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Percussion Penetrometer)	50.00	hour
Floor Flatness/Floor Level Equipment	40.00	hour
Generator	15.00	hour
GIS Website Portal Maintenance	100.00	month
GPR/GPS Handheld Device	10.00	hour
GPR/GPS/Drone Survey Grade Equipment	175.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	25.00	hour
Interface Probe	2.00	hour
Magnetic Particle Test Equipment	25.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	15.00	hour
Pachometer	100.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Seisometer	50.00	hour
Skidmore Wilhelm Bolt Tension Calib.	40.00	hour
Slope Inclinator/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	15.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	50.00	hour
Vapor Emission Test Kit	40.00	kit
Vector Conversion	60.00	conversion
Vehicle, nuclear gauge, equipment, wireless communication. *Add \$2.00/hr. for RTK enabled autotesting equipment.	28.00*	hour
Vehicle, equipment, wireless communication	19.00	hour
Vibration Monitor	1800.00	month
Water Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.78	mile
Parking	actual	actual
AutoCAD, Civil 3D, GIS, Drone Data Processing	27.00	hour
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute

EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form

EXHIBIT D

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: City of Foster City/Estero Municipal Improvement District
610 Foster City Boulevard, Foster City, CA 94404
Attention: _____

Contract Administrator

Endorsement and Certificates of Insurance Required		Insurer	Policy No.
The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)			
<input type="checkbox"/>	General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/>	Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/>	Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)		Insurer	Policy No.
<input type="checkbox"/>	Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/>	Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE: The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITY/District, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY/District.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____