CONTRACT FOR CONSULTANT SERVICES BETWEEN THE CITY OF WATSONVILLE AND WALLACE GROUP

THIS CONTRACT, is made and entered into this _______, by and between the City of Watsonville, a municipal corporation, hereinafter called "City," and Wallace Group, hereinafter called "Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Contract to City.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES. Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT. The term of this Contract shall be from the contract execution date to June 30, 2027, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE. The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION. The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT. It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY. Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

To the full extent permitted by law (subject to the limitations of Civil Code section 2782.8 for any "design professional services" performed under this Contract), Consultant will indemnify, hold harmless, release and defend the City (including its officers, elected or appointed officials, employees, volunteers or agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses or costs [including legal costs and attorney's fees])(collectively "Liability") of any nature, to the extent arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Contract. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Contract are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers compensation insurance.

SECTION 9. INSURANCE.

- A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.
- B. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:
- (1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.
- (2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

- C. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.
- D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.
- E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION. Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

- A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.
- B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.
- C. The City Manager is empowered to terminate this Contract on behalf of City.
- D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.
- **SECTION 12. COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local

governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

- **SECTION 13. GOVERNING LAW.** City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.
- **SECTION 14. PRIOR CONTRACTS AND AMENDMENTS.** This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.
- **SECTION 15. CONFIDENTIAL INFORMATION.** All data, documents, discussions or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.
- **SECTION 16. OWNERSHIP OF MATERIALS.** All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.
- **SECTION 17. COVENANT AGAINST CONTINGENT FEES.** The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.
- **SECTION 18. WAIVER.** Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

- A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.
- B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or

otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS. Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

City Clerk's Office 275 Main Street, Suite 400 Watsonville, CA 95076 (831) 768-3040

CONSULTANT

Wallace Group 612 Clarion Court San Luis Obispo (805) 544-4011

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services

Exhibit B: Schedule of Performance

Exhibit C: Compensation

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WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY	CONSULTANT
CITY OF WATSONVILLE	WALLACE GROUP
BY	Docusigned by: Lani E. Wagner 6887026129814E0
Tamara Vides, City Manager ATTEST:	Kari Wagner, Principal Director of Water Resources
BY Irwin I. Ortiz, City Clerk	_
APPROVED AS TO FORM:	
BY Samantha W. Zutler, City Attorney	_

EXHIBIT "A"

SCOPE OF SERVICES

The scope of services is as follows:

As described in the letter dated February 13, 2025, from Kari Wagner to Danielle Green concerning the Construction Management Services for the Mile Lane Sewer Pump Station Rehabilitation.

See attachment labeled **EXHIBIT** "A".

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

The contract execution date to June 30, 2027.

EXHIBIT "C"

COMPENSATION

- a. Total Compensation. The total obligation of City under this Contract shall not exceed One Hundred Ninety-Nine Thousand Seven Hundred Nine dollars (\$199,709).
- b. Basis for Payment. Payment(s) to Consultant for services performed under this Contract shall be made as follows and shall include payment for reimbursable expenses:

Payment in the form of check will be mailed with Net 30 days from invoice date.

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this Contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

February 13, 2025

Danielle Green City of Watsonville 250 Main St. Watsonville, California 95076

Subject: Construction Management Services for the City of Watsonville - Miles Ln Sewer Pump Station Rehabilitation

Dear Danielle Green,

Wallace Group appreciates the opportunity to provide you with our proposal for construction management and inspection services for the *Miles Ln Sewer Pump Station Rehabilitation* project. Based on our phone discussions and our review of the plans and specifications, the following Scope of Services has been prepared for your consideration.

PROJECT UNDERSTANDING

The project consists of replacing an existing sanitary sewer lift station with a new lift station. The major elements of the work include providing a new sanitary sewer pump station by constructing a new wet well and valve vault. The existing wet well will be converted into a standard sewer manhole and connected to the new wet well via gravity line. Removed equipment from the existing wet well will be delivered to the City. The new wet well and vault will be connected to the existing PVC force main line. A new manhole will be installed in Miles Ln upstream from the new wet well to provide means of bypass pumping during construction of the new wet well. A 60-day full closure of Mile Lane is permitted for the work to be performed.

The existing pump station building will be modified and existing generator, panels, and pump skid will be removed and delivered to the City. A new generator will be provided and installed by the Contractor. The City shall furnish a motor control center (PLC, two starters, and SCADA Telemetry) for the Contractor to install. The City's SCADA contractor will perform SCADA integration and programming. A new 250-gallon propane tank will be furnished by the City and installed by the Contractor and surrounded by new 5-ft tall chain link fence and bollards. The existing propane tank is leased by the City and will need to be disconnected and returned to AmeriGas. Following completion of the work, disturbed areas are to be restabilized.

There may be a gas line in conflict in the work that needs to be relocated and an allowance has been provided in the bid form. The project also includes bid add alternate to provide 840 LF of 2-inch conduit in Miles Lane connected to Freedom Blvd that may be installed by open trench or directional drilling, replacing 355 LF of existing 6-inch sewer main by relining with cured-in-place pipe (CIPP), and performing a slurry seal of the road.

APPROACH

Based on our discussion on Thursday, Jan. 30th, we discussed project approach and Wallace Group's assistance on this project. The City is anticipating that their project manager, Christopher Gregorio, will perform much of the office construction management tasks administration items such as running weekly construction meetings, routing submittals/RFIs, reviewing progress estimates, and issuing change order paperwork. We have budgeted for Zach Teske to assist with ~4 hours/week of construction management tasks, including attending the Weekly Construction Meeting.



CIVIL AND TRANSPORTATION ENGINEERING

CONSTRUCTION MANAGEMENT

LANDSCAPE ARCHITECTURE

MECHANICAL ENGINEERING

PLANNING

PUBLIC WORKS ADMINISTRATION

SURVEYING / GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP A California Corporation

612 CLARION CT SAN LUIS OBISPO CALIFORNIA 93401

T 805 544-4011 F 805 544-4294

www.wallacegroup.us

EXHIBIT "A" pg. 2 of 7



PP22-7676 City of Watsonville - Miles Ln Sewer Pump Station Rehabilitation CM February 13, 2025 Page 2 of 5

Jorge Avila will assist the project as an on-site construction inspector and will perform tasks such as reviewing delivered materials, observing construction work and traffic control items, tracking quantities, and attending the Weekly Construction Meetings.

We can provide a Procore project (at no cost to the City) for use on this project to track all project documentation such as RFIs, Submittals, Meeting Minutes/Agendas, etc.

SCOPE OF SERVICES

Listed below are the services we will provide:

Task 1: Pre-Construction Phase Services

Preconstruction Conference

- Thoroughly review plans, specifications, environmental documents, Engineer's Estimate, and the Contractor's completed bid form
- Attend Pre-Construction Conference as schedule by the City's Project Manager
- Review, comment, and accept the Contractor's baseline project schedule
- Review existing conditions and site constraints
- Collect pre-construction photos and videos of project site and adjacent areas

Submittal and Request for Information (RFI) Management

- Utilize Procore to track and review submittals and RFI's from Contractor in coordination with the Engineer of Record (Schaaf & Wheeler)
- Review processed RFIs and submittals in a timely manner and make available to project team
- Maintain electronic copies within Procore and hard copies as requested

Project Communication and Coordination

- Facilitate project communication and coordination with the City, the design engineer, emergency services, utility providers, property owners, the Contractor, and other stakeholders
- Act as the point of contact for community members to contact with project concerns and work with the stakeholders to address these concerns in a timely manner
- Review contractors proposed notifications to property owners and other stakeholders affected
- Distribute project information via Procore to the Project Team

Task 2: Construction Phase

The contract documents present a total of 230 working days for the Contractor to complete the work. We understand that much of this contract time is to allow for procurement of long lead material items such as pumps, generator, automatic transfer switch, and electrical cabinets.

For this phase, we have budgeted for 46 weeks with an assumed time of 4 hours/week required for project management from our assigned Construction Manager/Resident Engineer. We have budgeted for the full 230 field working days for inspection at an average of 3 hours/day. Construction inspection time will be dependent on construction activity and adjusted as required. Any unused budget will be returned to the City.



PP22-7676 City of Watsonville - Miles Ln Sewer Pump Station Rehabilitation CM February 13, 2025 Page 3 of 5

Project Schedule & Weekly Construction Meeting

- Monitor project schedule
- Keep stakeholders informed of the construction schedule
- Weekly Progress Meetings Attend meeting with Contractor, City staff, EOR, and other necessary entities as hosted by the City's Project Manager
- Review Contractors 3-Week Look Ahead Schedule and assist with forecasting and coordinate scheduling of testing and inspections

Change Order Management

- Assist in review of Contractor requested change orders
- Investigate proposed change orders, obtaining the City's approval prior to work taking place
- Establish and maintain files and documentation for use in change negotiations or potential claims

Quantity Calculations and Progress Estimates

- Maintain quantity calculations throughout the project
- Coordinate daily reports and quantities with the Contractor, identify and record potential disputes for future reference
- Review monthly Request for Payment, sign, and recommend approval for payment to the City
- Collect delivery and materials tickets for project record

Construction Observation/Inspection

- Provide onsite observation and oversight during construction, hours/level of inspection to depend on construction activity phase
- Prepare inspection reports, including tracking labor, equipment, weather, observations/notes, quantities, and photos. Daily reports to be made available to the City's Designated Representative via Procore or in PDF format
- Wallace Group Inspections and oversight include:
 - Traffic control implementation
 - Review of Contractors BMPs for general stormwater compliance
 - Site improvements including asphalt and concrete repairs, fencing, gravity wall, propane tank,
 - Site Utilities water, sewer, communication conduits, electrical,
- Assist with coordination of the following:
 - City's material testing consultant
 - City's SCADA consultant
 - EOR and their subconsultants for site visits observations and commissioning
 - Responsibility of accepting of contractor's start up and commissioning activities will be performed with assistance by EOR Schaaf & Wheeler, including pumps, controls, and generator
- Report to the City when work is performed that is unsatisfactory, faulty, or does not conform to the Contract documents and advise on how the work should be remedied
- Inspector will help to coordinate notification of local agencies or other City Departments
- Review compliance with contract documents
- Record and report design modifications
- Review Contractor's survey work and layout for general conformance

Site Documentation

 Maintain photographic and written documentation throughout the project in Procore and available to the entire team at all times PP22-7676 City of Watsonville - Miles Ln Sewer Pump Station Rehabilitation CM February 13, 2025



EXHIBIT "A"

pg. 4 of 7

Stormwater Compliance and Permits

Monitor stormwater protection measures throughout the project

Safety

Page 4 of 5

- Monitor Contractor's safety practices for compliance with safety program
- Utilize the following documents during field safety monitoring program:
 - CAL-OSHA Construction safety orders
 - Traffic Control Plan
 - Contractor's safety plan
- Work with the Contractor to resolve safety concerns on site
- Advise City of observed or unresolved deficiencies

Task 3: Post-Construction Phase Services

Final Inspection and Punch List

- Observe complete and near complete work for deficiencies
- Establish and maintain punch list and track items to resolution
- Recommend and approve final payment to the Contractor

As-Built Drawings

- Review as-built drawings with the Contractor throughout the project
- Review O&M Manuals provided by Contractor for project records
- Assist City and Design Engineer in review and completion of final certified record drawings

Project Closeout

- Assemble and deliver all records, reports, certificates, pictures upon project completion
- Files can be delivered in hard copy and/or electronic format, as requested

SCHEDULE

The project bid in early February 2025 and is expected to start construction in summer/fall 2025 depending on material procurement and availability. The contract period is for 230 working days after issuance of the Notice to Proceed.

TO BE PROVIDED BY THE CLIENT

Client shall provide the DIR Project Number for this project. To do so, the Client will need to complete the PWC-100 form and submit to the DIR prior to the commencement of the field survey. This is required to be in compliance with State of California Prevailing Wage laws.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

Only services and deliverables specifically detailed and listed are to be considered as included in this proposal. Project schedule extensions may require additional work authorization.

Assumptions include:

 Construction Management administration duties will largely be performed by the City's Project Manager.

EXHIBIT "A" pg. 5 of 7



PP22-7676 City of Watsonville - Miles Ln Sewer Pump Station Rehabilitation CM February 13, 2025 Page 5 of 5

- Commissioning will be the responsibility of and performed by the Contractor and acceptance and review will be the responsibility of the Engineer of Record and the City
- Materials testing and special inspections will be performed by a separate consultant under direct contract with the City
- Labor compliance monitoring services will be performed by City staff

PROJECT BUDGET

Wallace Group will perform the services denoted in Scope of Services in accordance with the City's standard "Contract for Consultant Services." These services will be invoiced monthly on an accrued cost basis, and our total billings, including reimbursables, will not exceed our estimated budget of \$199,709 without receiving written authorization from the City. Invoices will be formatted to match the formatting style contained within this proposal. Reimbursables are included in the time and materials estimate amount stated above.

The estimated hourly rates for on-site construction inspections are based on prevailing wage rates. If the Client and the California Department of Labor determines that prevailing wage payments are not required, the fees can be adjusted and billed according to the per hour rate of the Standard Wage column on the Standard Billing Rates provided.

TERMS AND CONDITIONS

In order to convey a clear understanding of matters related to our mutual responsibilities regarding this proposal, we will perform the work in accordance with mutually agreed terms based on the Contract for Consultant Services Between the City of Watsonville and Wallace Group, a California Corporation. If this proposal meets with your approval, please let us know, and we will facilitate conforming a contract to the project once the City provides.

We want to thank you for this opportunity to present our proposal for construction management services. If you would like to discuss this proposal in greater detail, please feel free to contact Zach Teske at zacharyt@wallacegroup.us or at 831-226-9132.

TERMS AND CONDITIONS ACCEPTED:
Signature
Printed Name
Title
Date

Attachments

Sincerely,

Budget Summary Table

Exhibit A - 2025 Standard Billing Rates

	Wallace Group Team Resource Estimate for the							
	City of Watsonville - Miles Ln. Sewer Pump Station Rehabilitation (SS-22-14798)							
PHASE/TASK		Director of Construction Management (Zach Teske, PE)	Assistant Resident Engineer (Jorge Avila)	Construction Inspector - Prevailing Wage (Jorge Avila)	Misc. Direct Costs	TOTAL LABOR HOURS		TOTAL
PH	TASK DESCRIPTION	HRS	HRS	HRS	Cost	HRS	LABOR	COST
	RATE	\$228	\$180	\$185			\$	\$
1	Pre-Construction	16	24		\$70	40	\$7,968	\$8,038
2	Construction	184	46	690	\$8,050	920	\$177,882	\$185,932
3	Post-Construction	10	12		\$70	22	\$4,440	\$4,510
	SUB-TOTALS	210	82	690	\$8,190	982		
	WALLACE GROUP LABOR COSTS	\$47,880	\$14,760	\$127,650				\$190,290
	WALLACE GROUP DIRECT COSTS						\$8,190	
	SUBCONSULTANT DIRECT COSTS							
	DIRECT COSTS OVERHEAD @ 15%					\$1,228.50		
	TOTAL							\$199,709

Task Budgets may fluctuate within Overall Budget

Exhibit A Standard Billing Rates



Construction/Program Management and Inspection Services:

Construction Office Tech I-III	\$125/\$135/\$145
Construction Inspector I-IV	\$150/\$155/\$160/\$165
Senior Construction Inspector	\$170
Construction Inspector (*Prevailing Wage)	\$185
Assistant Construction/ Program Manager I - II	\$165/\$170
Construction/ Program Manager I-III	\$175/\$180/\$185
Senior Construction/ Program Manager I - II	\$195/\$200
Assistant Resident Engineer I - II	\$175/\$180
Resident Engineer I-III	\$185/\$190/\$195
Senior Resident Engineer I-II	\$205/\$210
Director	\$228
Principal Construction Manager	\$253
Principal	

Public Works Administration Services:

Project Analyst I - IV	\$125/\$135/\$145/\$155
Senior Project Analyst I - III	\$160/\$165/\$170
Senior Environmental Compliance Specialist I - III	\$175/\$180/\$185

Support Services:

Office Assistant	\$120
Project Assistant I - III	\$130/\$135/\$145

*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
- sub-consultant services
- agency fees

- delivery/copy services
- mileage (per IRS rates)
- other direct expenses

Invoicing and Interest Charges:

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