## CONTRACT FOR CONSULTANT SERVICES BETWEEN THE CITY OF WATSONVILLE AND MNS ENGINEERS, INC.

THIS CONTRACT, is made and entered into this \_\_\_\_\_\_, by and between the City of Watsonville, a municipal corporation, hereinafter called "City," and MNS Engineers, Inc., 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 October 12, 2021 to December 31, 2023, 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

CONSULTANT

City Clerk's Office 275 Main Street, Suite 400 Watsonville, CA 95076 (831) 768-3040 MNS Engineers, Inc.
111 N. Market Street, Suite 440
San Jose, CA 95113
(408) 610-2871

### **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	MNS ENGINEERS, INC.
BY	BO1F8FF54231468
Matthew D. Huffaker, City Manager	Shawn Kowalewski, Principal-In-Charge
ATTEST:	
BY Beatriz Vázquez Flores, City Clerk	
APPROVED AS TO FORM:	
BY	
Alan J. Smith, City Attorney	

## **EXHIBIT "A"**

## **SCOPE OF SERVICES**

The scope of services is as follows:

SEE ATTACHED SCOPE OF WORK

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## **Scope of Work**

MNS will provide surveying, design, and other support services for the Freedom Boulevard Reconstruction Project. The result of this work is contract documents for use in bidding and constructing the project. Our scope of work is detailed by task and subtask below.

## **Task 1 Project Management**

MNS will be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing, and distributing minutes, field reviews (two), tracking action items for the City of Watsonville and our sub-contractors, and preparing all submissions for the City to advertise, bid, and award construction contract.

For the scope and scale of this project, monthly meetings between our PM and the City can occur informally on the telephone or via video conference. Specific meetings we recommend conducting in person, when possible, include:

- Kick-off meeting
- Survey focus meeting
- 60% Submittal Review
- 90% Submittal Review

A critical path schedule will be prepared for the kick-off meeting and updated at every major milestone.

Quality control and quality assurance are a key component of successful project management. QA/QC reviews will be conducted on all deliverables submitted to the City

### Deliverables:

- Meeting agendas and minutes
- Schedule and updates
- Progress invoicing
- QA/QC reviews

## **Task 2 Surveys and Mapping**

MNS will establish a local survey control network for the project site. We will set strategic control monuments to be used for the various surveying tasks. A static GPS survey will be performed to adjust the network and a survey control report prepared for the project. Coordinates and elevation datums to be the same as for the work done by MNS on Green Valley Road project.

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## **Aerial Survey**

MNS will set aerial panels to control the aerial mapping. We will conduct an aerial Lidar mapping and a conventional photogrammetric mapping over the site using drone technology. A 3D topographic model will be prepared and 1' contours generated. Along with the standard elements to be mapped, striping will also be compiled and shown on the map. Digital color ortho-photos will also be prepared for the project.

## **Supplemental Ground Surveys**

Ground surveys will be performed to locate utilities, signs, drainage facilities and to enhance the Lidar vertical element.

### **Curb Ramp Mapping**

Ground surveys will be performed to measure detailed information for each curb ramp at the intersections and exhibits prepared showing these details.

## **Station Painting**

MNS will paint station marks on the curb on both sides of the Freedom Blvd. corridor.

## **Right of Way and Property Boundaries**

We will conduct research of filed maps and deeds as needed, and field surveys will be conducted to retrace the street rights of way and adjacent property boundaries which will be added to the base map for design. The monuments will be located within proposed construction areas.

## **Storm Drain Mapping**

Storm drain drop inlets will be located as a part of the utility mapping effort. We will also measure each drop inlet for invert elevations and pipe size and type. This detail will be added to the base map.

#### Deliverables:

- Survey control
- Topographic and right of way mapping

## Task 3 Environmental Studies, Documentation and WPCP

The City anticipates that this project will qualify for a categorical exemption under California Environmental Quality Act (CEQA). MNS will prepare the documents to support the categorical exemption and submit to the City for approval. The City will file categorical exemption and fees.

MNS will also prepare the Water Pollution Control Plan (WPCP) or Storm Water Pollution Control Plan (SWPCP) based on chosen method of reconstruction.

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## Deliverables:

Water pollution control plan (WPCP) or storm water pollution prevention plan (SWPPP)

## **Task 4 Utility Coordination**

The City will provide utility plans (AutoCAD) showing existing utilities. City does not anticipate any utility relocations needed for this project. The existing utility poles and boxes will be protected in place.

MNS will also obtain data from the other projects in the area, such as when the sewer and water line work is in construction.

Storm drains will be added to the utility mapping based on topographic mapping of surface features, accessible invert locations (manholes and grated inlets), record drawings. While replacement or rehabilitation of some storm drains is anticipated, hydrology and hydraulic calculations of the adequacy of the existing systems is not included.

## **Task 5 Design**

The design will be developed in the traditional four-step project development process;

- 1) conceptual 35% design
- 2)preliminary 60% design;
- 3) draft 90% design; and
- 4) final 100% design.

Each submittal will include the appropriate level-of-completeness for plans, specifications, and estimates. The final contract documents will have a level of details to allow a contractor to bid and construct project.

All the layout sheets will be prepared at 1"=20' scale to show all the details. The centerline alignment will be provided by the City. The stationing will be a continuation of the previous Freedom Boulevard Project.

Our team designs curb ramps per Caltrans methodology with station, offset and elevation data for each controlling point and slope rate between points. This not only provides all the information a contractor will need to construct the ramp, but also provides and quick and easy method of checking the designs for ADA compliance.

The profile of the existing Freedom Boulevard will be generated, analyzed, and a new profile will be created to improve the drainage. The grading of the Green Valley Rd/Freedom Blvd intersection will be designed to improve the crown across the two major arterials. These measures could require more than 8" of overlay at certain locations.

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Utility plan sheets will include the existing utilities and the storm drain lines that will be replaced.

The striping plan will be dimensioned for striping layout. The new striping will generally follow the existing lane configuration at the intersections.

TJKM as part of MNS team will design new traffic signal system at Freedom/Sydney intersection. TJKM will provide preliminary review to see if new ADA ramp design will require addition of push button post to meet ADA compliance. If signal modification plans are required for existing signals for push buttons and upgrade existing system to Accessible Pedestrian System.

TJKM will prepare typical PG&E application for establishing a new point of service for the signal, based on discussions with PG&E plans will be updated in sub sequential submittals to show how power will be provided to service pedestal for new signal.

MNS uses Autodesk Civil 3D software for most design and drafting tasks. As such, we will develop a corridor model built on cross-section sub-assemblies reflecting the design structural section of roadway. The sections will show roadway structural section, grade breaks, if required, elevations at crown, lip of gutter, and grade breaks.

Plans will include City standard details or Caltrans standard details, where applicable.

MNS will take off quantities and prepare the construction cost estimate for each submittal. The engineer's estimate of probable construction costs will regionally appropriate construction contract costs for unit prices. Caltrans construction cost database will be a key tool for up-to-date construction unit prices. Separately from the capital costs, we will also identify support costs, which is critical to understand the total cost of implementing the project.

#### **Deliverables**

- 35% plans
- 60% plans and estimates
- Response to 60% review comments
- 90% plans and estimates
- Response to 90% review comments
- Final plans and bid item list and quantities estimate
- Response to Final review comments
- AutoCAD Civil 3D design and plan sheet drawings in (.dwg) file format
- Signed contract documents, print-ready, in Adobe Acrobat (.pdf) file format
- Estimates in MS Excel (.xlsx) file format

## **Task 6 Coordination with Adjacent Properties**

MNS will coordinate with adjacent property owners to establish driveway locations and other modifications required in front of their property such as fence relocations and mailbox

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relocation. MNS will include the bus pullout design at Freedom/Atkins intersection in the Project plans. City will provide the CAD files of the design.

#### **Deliverables**

- Property exhibits
- Owner meeting notes

## **Task 7 Bid Process**

Participation of the design team during bidding is highly variable and dependent on the City's needs for support and the bidders needs for clarifications. We propose to provide these services on a time-and-materials basis as requested by the City.

MNS will attend the pre-bid meeting.

MNS will assist the City in preparation of responses to bidder questions for: technical provisions; design drawings; perceived conflicts in the design.

#### Deliverables

- Attend pre-bid meeting
- Responses to bidding RFIs

## **Task 8 Design Support During Construction**

MNS team will participate in construction team meetings, issue clarifications in response to contractors Requests for Information (RFIs), issue Construction Change Orders (CCOs) as needed. MNS will compile all the field notes, CCOs and prepare the as-constructed drawings at the close of construction.

## **Assumptions:**

Based on the discussions with City during the scoping meeting and site walk on August 09, 2021, the following assumptions are made:

The existing lanes will be restriped to fit the roadway cross section below wherever feasible.

- Outside lanes 13'
- Inside lanes 11'
- Two-way left turn lane 10.5' to 11'

No updates to the current lane configurations at the intersections. The existing left turn pockets at the intersections should remain the same length.

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## **Design Guidance:**

- Maintain the existing roadway width between curb & gutter
- Maintain all the Pacific Bell manholes
- Protect the utility boxes located in the sidewalk
- In general, do not reconstruct the sidewalk especially close to store fronts
- Upgrade ramps to current standards
   Requested ideas for grades at Delta Glass, possible relocate AT&T grate
- Maintain the existing tombs in the cemetery
- No utility overhead or underground relocations needed
- Gardner/Clifford, leave striping as is, modify signal post, replace grate lid, upgrade ped, signals have camera detection, no loop modifications required.
- Fiber optic is very shallow and close to the edge of gutter lip. Include instructions to bidders to pothole and avoid. Contractor will not be allowed to mill over the existing fiber optic lines.
- Arthur/Freedom/ Pull Back crosswalk, put pork chop island back in. Gas valve, coordinate with PG&E.
- Install concrete bus pads at three locations
- Install benches wherever the ROW permits
- Remove driveways where there is no access required
- Revise driveway configuration at Wooden Nickel, may need concrete cross gutter, shorten driveway width, one driveway
- Green Valley/Freedom flatten crown, crown is currently aligned with Green Valley –
   need to confirm if this is not included in the Green Valley project.
- Do not reduce existing parking spaces on private properties
- Install thermoplastic striping for all lanes and Sharrows in the outside lanes
- Protect existing fiberoptic lines and boxes (do not mill over their lines). They are marked as COW.
- City will provide the Utility Plans in CAD
- ROW mapping to be traced from title reports and other available data
- Use City Stationing on Freedom Boulevard
- Incorporate the new Bus Pad & shelter design from the City at Freedom Blvd/Atkinson into the Project as separate line items so that the developer could reimburse the City
- Maintain the holes in the sidewalk for flags to be hoisted during special holidays
- Martha to set up Box folder for Patrice to upload files.

## **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:

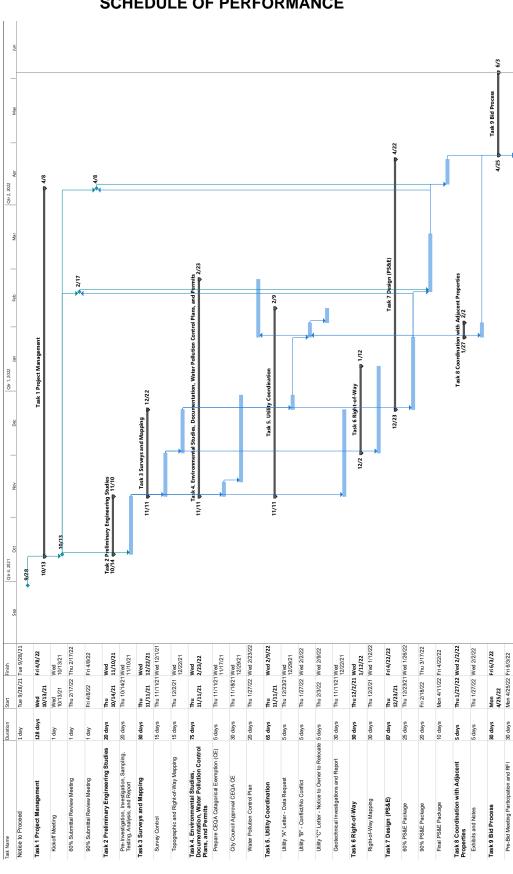
## SEE ATTACHED SCHEDULE OF PERFORMANCE

The term of the contract extends to December 31, 2023 to allow for design assistance during construction of the project, as needed.

PROPOSAL FOR THE FREEDOM BOULEVARD RECONSTRUCTION BETWEEN ALTA VISTA AVENUE AND GREEN VALLEY ROAD PROJECT CIVIL ENGINEERING DESIGN SERVICES



## EXHIBIT "B" SCHEDULE OF PERFORMANCE





Section 6. Schedule of Work

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## **EXHIBIT "C"**

#### COMPENSATION

- a. Total Compensation. The total obligation of City under this Contract shall not exceed \$361,737.00
- 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:

SEE ATTACHED FEE SCHEDULES FOR MNS ENGINEERS, INC., AS WELL AS THEIR SUBCONSULTANTS, PACIFIC CREST ENGINEERING, INC. AND TJKM.

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.



## 2021 STANDARD SCHEDULE OF FEES

#### PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge	.\$280
Senior Project/Program Manager	255
Project/Program Manager	225
Assistant Project/Program Manage	er 185
Senior Project Coordinator	155
Project Coordinator	125

#### **ENGINEERING**

## Principal Engineer .....\$240 Lead Engineer.....215 Supervising Engineer......200 Senior Project Engineer.....190 Project Engineer......170 Associate Engineer ...... 155 Assistant Engineer......140

#### **SURVEYING**

Principal Surveyor	\$235
Lead Surveyor	225
Senior Survey Project Manager	205
Supervising Surveyor	200
Senior Project Surveyor	180
Project Surveyor	160
Senior Land Title Analyst	155
Associate Project Surveyor	150
Assistant Project Surveyor	130
Party Chief (PW)	155
Chainperson (PW)	135
One-Person Survey Crew (PW)	185

### **CONSTRUCTION MANAGEMENT**

Principal Construction Manager	\$25
Senior Construction Manager	235
Senior Resident Engineer	225
Resident Engineer	210
Structure Representative	195
Construction Manager	185
Assistant Resident Engineer	175
Sr. Construction Inspector (PW)	165
Construction Inspector (PW)	156
Office Administrator	10
TECHNICAL SUPPORT	

CADD Manager	\$175
Supervising Technician	145
Senior Technician	135
Engineering Technician	105

## **ADMINISTRATIVE SUPPORT**

Senior Management Analyst	.\$160
Management Analyst	135
IT Technician	120
Graphics/Visualization Specialist	100
Administrative Assistant	80

#### **GOVERNMENT SERVICES**

City Engineer	\$215
Deputy City Engineer	195
Assistant City Engineer	180
Plan Check Engineer	170
Permit Engineer	150
City Inspector	135
Senior City Inspector (PW)	165
City Inspector (PW)	156
Principal Stormwater Specialist	155
Senior Stormwater Specialist	140
Stormwater Specialist	125
Stormwater Technician	115
Building Official	175
Senior Building Inspector	150
Building Inspector	135
Planning Director	185
Senior City Planner	160
Assistant Planner	145
Senior Grant Writer	160
Grant Writer	135
Associate Grant Writer	105
Assistant Grant Writer	85

## **DIRECT EXPENSES**

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate.

#### **PREVAILING WAGE RATES**

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

#### **ANNUAL ESCALATION**

Standard fee rates provided for each classification are subject to an annual escalation increase of 3.0% starting January 1, 2022.

#### **OVERTIME**

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classification will be charged at 1 x hourly rate.



GEOTECHNICAL | ENVIRONMENTAL | CHEMICAL | MATERIAL TESTING | SPECIAL INSPECTIONS

## PACIFIC CREST ENGINEERING INC.

## STANDARD FEE SCHEDULE – GEOTECHNICAL GROUP ON-CALL GEOTECHNICAL SERVICES

Effective 1/1/2021 through 12/31/2021<sup>1</sup>

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

PROFESSIONAL SERVICES	Billing Rate
Principal Engineer\Geologist Associate Engineer\Geologist Senior Engineer\Geologist Geotechnical Construction Manager Staff Engineer\Geologist II Staff Engineer\Geologist I CAD/Draftperson Administrative Staff Expert Witness Outside Consultants	\$180.00 per hour \$175.00 per hour \$170.00 per hour \$155.00 per hour \$150.00 per hour \$145.00 per hour \$115.00 per hour \$ 90.00 per hour \$290.00 per hour 1.15X Hourly Rate
TECHNICAL SERVICES	
Senior Field Technician* Construction Inspector QSP/SWPPP Monitoring Services Lab Technician Asphalt Core Drilling (Rig + Staff Time)* Certified Payroll Reporting	\$125.00 per hour \$125.00 per hour \$125.00 per hour \$ 99.50 per hour \$170.00 per hour \$ 90.00 per hour

<sup>\*</sup> Includes nuclear density testing, concrete sampling, and core drilling; two hour minimum charge per site visit.

#### **OVER TIME**

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

## MILEAGE EXPENSES

Auto Mileage Current IRS standard rate

<sup>1</sup> SUBJECT TO 4.0 % ANNUAL INCREASE STARTING 1/1/2022 THROUGH 12/31/2022

Rilling Rate

www.4pacific-crest.com

#### **OVERTIME**

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

#### **FIELD TESTS**

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

#### **INCIDENTAL EXPENSES**

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

## PRINTS AND SPECFICATIONS

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

#### **COPIES OF PREVIOUS REPORTS**

DRILLING AND SAMPLING

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

DIVIDENTS / AID S/ AIVII EIIIG	billing race
Drill Rig including crew - truck mounted or crawler mounted:	
Mobilization Straight Time	Cost + 10% Cost + 10%
Straight Time Over Time	Cost + 10%
Cone Penetrometer Rig (CPT)	Cost + 10%
CPT Travel Time & Mobilization	Cost + 10%

Drilling is charged at 4 hours minimum.

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

Casing, Shelby tubes and any special sampling or subcontract equipment will be charged at cost plus 10%.



COMPENSATION
Standard Fee Schedule -On Call Geotechnical Services 1/1/2021-12/31/2021

COMPENSATION
1/1/2021-12/31/2021

## Pacific Crest Engineering Inc.

www.4pacific-crest.com

## LABORATORY TESTS

## Soil/Aggregate Classification and Index Tests:

Atterberg Limits (Liquid Limit/Plastic Limit/ Plasticity Index):  Method A (Multi Point), ASTM D-4318/AASHTO T89 & T90  Method B (Single Point), ASTM D-4318/AASHTO T89 & T90  California Test Method, CT-204	\$185.00 \$160.00 \$185.00
Grain Size Distribution of Soil:  Sieve Analysis w/ Hydrometer ASTM D-422/AASHTO T88  Sieve Analysis w/o Hydrometer, ASTM D-422/AASHTO T88  Material Finer than #200 Sieve ASTM D-1140  California Test Method, CT-202	\$215.00 \$115.00 \$ 85.00 \$120.00
Grain Size Analysis of Aggregate:  Sieve Analysis ASTM C-136/AASHTO T27  Material Finer than #200 Sieve ASTM C-117/AASHTO T11  California Test Method, CT-202  Moisture Determination, ASTM D-2216/AASHTO T265/CT-226  R-Value:	\$135.00 \$100.00 \$135.00 \$ 25.00
Native Soil Samples ASTM D-2844/AASHTO T190/CT-301 With Additives, ASTM D-2844/AASHTO T190/CT-301 Sand Equivalent, ASTM D-2419/CT-217 Specific Gravity of Soil, ASTM D-854/AASHTO T100 Expansion Index, ASTM D4829 Cleanness Value of Coarse Aggregate, CT 227 Durability Index, CT 229	\$300.00 \$370.00 \$125.00 \$120.00 \$200.00 \$145.00 \$145.00
Moisture Density Relations/Compaction Curves:	
Modified Proctor:  4" Mold, ASTM D-1557/AASHTO T180  6" Mold, ASTM D-1557/AASHTO T180  One Point Verification (Check Point)  Standard Proctor:  4" Mold, ASTM D-698/AASHTO T99  6" Mold, ASTM D-698/AASHTO T99  One Point Verification (Check Point)  Cal-Impact Test, CT-216	\$250.00 \$290.00 \$100.00 \$250.00 \$290.00 \$100.00 \$285.00
Strength Tests:	
Direct Shear:  CD Peak and Residual, ASTM D-3080 (per point)  CU Peak and Residual, ASTM D-3080 Modified (per point)  Unconfined Compression, ASTM D-2166/AASHTO T208	\$230.00 \$105.00 \$ 85.00



EXHIBIT "C'

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# COMPENSATION Standard Fee Schedule -On Call Geotechnical Services 5 of 6 1/1/2021-12/31/2021

## <u>Consolidation & Expansion Tests:</u>

Consolidation, ASTM D-2435	\$380.00
Expansion Pressure, ASTM D-3877	\$325.00
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Concrete Testing:	
Compressive Strength Testing, ASTM C-39 (per cylinder)	\$ 50.00
Compressive Strength Testing, ASTM C-39 (sulfur capped, per cylinder)	\$ 60.00
Compressive Strength of Shotcrete, ASTM C-1140 (per core, sulfur capped)	\$ 75.00
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Compressive Strength Testing, CT-521 (per cylinder, sulfur capped)	\$ 60.00
Method of Test For Flexural Strength of Concrete, CT 523	\$150.00
Method of Test For Flexural Strength of Rapid Strength Concrete, CT 524	\$150.00
Shrinkage, ASTM C-157, Set of 3	\$450.00
Length Change of Concrete, CT-537 (set of 3)	\$450.00
Compressive Strength of Mortar, ASTM C-109 (per cube)	\$ 60.00
Compressive Strength of Grout, ASTM C019 (per specimen)	\$ 65.00
Concrete Storage Processing and Disposal	\$ 15.00
Hot Mix Asphalt (HMA) Tests:	
THE WIN ASSIGNED THAN IT TESTS.	
Bulk Specific Gravity of Compacted Hot Mix Asphalt	
Saturated Surface Dry Method, ASTM D2726/AASHTO T166	\$ 55.00
Coated Specimens, ASTM D-1188/AASHTO T275	\$ 65.00
California Test Method, CT-308	\$ 55.00
Moisture Content of HMA, AASHTO T329	\$ 30.00
Theoretical Maximum Density, ASTM D-2041, CT-309	\$145.00
Miscellaneous:	

Sample Preparation, if required (per hour)

\$ 99.50

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





Rate Schedule	
Principal	\$250/hour
Director	230/hour
Senior Project Manager	210/hour
Project Manager	180/hour
Senior Transportation Engineer	165/hour
Transportation Engineer	145/hour
Assistant Transportation Engineer	125/hour
Transportation Planner	120/hour
Assistant Transportation Planner	115/hour
Graphics Designer	110/hour
Designer	100/hour
Technical Staff II	90/hour
Administrative Staff	80/hour
Production Staff	55/hour
Reimbursable Expenses	
Plotting (per sheet)	\$18.00
Travel Cost (per mile, subject to change; based on IRS standard mileage rates)	0.575

All outside services are billed at cost plus a ten percent margin for handling.

Expert Witness charges available upon request.

Invoices are due and payable within 30 days. Invoices paid after 30 days will be subject to separate billings of one and one half percent per month of unpaid balance. Late charges are not included in any agreement for maximum charges.

Rates Effective January 1, 2021

Rates Subject to Change