



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

THIRD AMENDMENT

THIS THIRD AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT

("Amendment") is effective as of this _____ day of _____, 2021, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **COASTLAND CIVIL ENGINEERING, INC** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Professional Services Contract dated June 6, 2018 ("Contract") for the purpose of retaining the services of Contractor to provide City Engineering services and capital projects delivery assistance; and

WHEREAS, the City and the Contractor entered into a first amendment of the Contract on July 1, 2019 for purpose of increasing the contract amount and extending the termination date of the contract; and

WHEREAS, the City and the Contractor entered into a second amendment of the Contract on January 26, 2021 for purpose of increasing the contract amount and extending the termination date of the contract

WHEREAS, the City and Contractor desire to amend the Contract; and

WHEREAS, the public interest will be served by this Amendment.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. AMENDMENT

The Parties agree to amend the Contract as checked below:

1.1 Exhibit A

- ☐ Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-** *Revision Number*;

OR

- ☒ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-3**, attached hereto and incorporated herein by this reference.

FOR CITY USE ONLY

Contract No.		CIP No.	
Resolution No.		Project No.	

City of Emeryville | Professional Services Contract Amendment
REV 01/2020

1.2 Termination Date

- ☒ The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **JUNE 30, 2022**.

1.3 Total Compensation Amount

- ☒ The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **TWO HUNDRED EIGHTEEN THOUSAND AND FIVE HUNDRED DOLLARS AND NO CENTS (\$218,500)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **EIGHT HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED FORTY-EIGHT DOLLARS AND NO CENTS (\$873,148)**.

2. CONTINUING EFFECT OF CONTRACT

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

3. ADEQUATE CONSIDERATION

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

4. SEVERABILITY

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5. WAIVER

The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

SIGNATURES ON FOLLOWING PAGE

City of Emeryville | Professional Services Contract Amendment
REV 01/2020

**6. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT
THIRD AMENDMENT**

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,
which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:

Andra Visveshwara as Interim

962663BD3373494...
City Attorney

Dated:

CITY OF EMERYVILLE

_____, 2021

Christine S. Daniel, City Manager

Dated:

COASTLAND CIVIL ENGINEERING, INC

DocuSigned by:

John Wagner

5/10/2021, 2021

4C58F74CB969414...
John Wagner, CEO

(Signature)

EXHIBIT A-3 SCOPE OF SERVICES

I. CITY ENGINEERING SERVICES

A. Administrative Duties

1. As a City Official, provide services on an as-needed basis to handle City Engineering matters.
2. When directed, attend City Council, Planning Commission, and other Committee meetings.
3. Establish working relationships and coordination with other public agencies, County Departments and private utilities involving engineering matters affecting CITY.
4. When directed, attend staff level meetings with the City staff, public officials, community leaders, developers, contractors and the general public.
5. When directed, review and comment on planning programs and land development controls.
6. When directed, recommend regulations and ordinances pertaining to engineering matters.
7. When directed, supervise the accounting of State Highway Users Funds from the standpoint of meeting State requirements for the expenditure of such funds.
8. When directed, provide technical advice to City personnel assigned to public works activities.
9. Upon CITY's request, advise the CITY as to engineering and construction financing available from other governmental agencies and when so directed, prepare and initiate application for such funding.
10. When directed, analyze the CITY's needs, and prepare and administer long and short-range programs consistent with the economic capabilities of CITY.
11. As the City Engineer, provide on an as-needed basis handle general public works permits and other engineering related matters at the public counter.

B. Development-related Services

1. Perform the statutory functions of City Engineer pertaining to the review and checking of land divisions.
2. Review tentative maps and other submittals for land divisions for proposed developments and make recommendations as to engineering matters.
3. Check all improvement plans for facilities under the jurisdiction of CITY.
4. Establish performance, labor and material bond amounts, when required, and require the posting of such securities and other development fees within the proper time sequence of such development review.
5. Provide such necessary and related functions as are the normal practice of CITY in the City Engineering review of private developments.

C. Public Works Permits

1. As a City Engineer, receive and process public works permit applications.

2. As a City Engineer, when needed, provide field observation of permit work within CITY streets and rights-of-way.
3. Check plans and specifications and, when needed, provide periodic field observations for CITY projects designed by others.

D. Capital Projects

From time to time, the CITY may have the need for ENGINEER to perform work for CITY projects not covered by the scope of services described herein. Accordingly, when requested, ENGINEER shall provide a separate scope of work, time line and estimated fee for completion of said work. Written approval shall be received prior to starting on any project-related work. Scopes of work for capital projects may include, but not be limited to the following:

1. Prepare plans and specifications for CITY projects.
2. Provide design survey; real property engineering services; and construction administration and observation for CITY projects.
3. Provide special engineering reports regarding such matters as annexations, developer impact fees, studies, master plans, etc.
4. Coordinate with utility companies in the relocation of affected utilities.
5. Process the plans and specifications through other agencies for review and approval in connection with special funding programs and permits when required.

For projects that the CITY wishes to have designed by outside consultants, as directed, ENGINEER shall assist the CITY in preparing requests for proposals to retain consultants to provide design services and shall oversee said design on behalf of the City.

E. Construction Management Services

Not included.

II. **OTHER MISCELLANEOUS CITY SERVICES**

CITY may from time-to-time have the need for other services not specifically listed in this agreement for which ENGINEER has the necessary experience and capabilities. CITY may authorize ENGINEER to perform such selected services on an as-needed basis. CITY reserves the right to select other consultants for special projects as need and approved by City Council.

III. **FACILITIES AND RECORDS**

CITY shall provide reasonable and appropriate offices for conducting the duties set forth in this Agreement. ENGINEER shall assemble and maintain in these offices such records as are customarily maintained by a CITY in carrying out the duties covered herein. Such records are and at all times shall be the property of the CITY. ENGINEER shall maintain time records for meetings, projects and work hours. ENGINEER shall assemble these records in an orderly fashion and store same, for at least three years or as otherwise required by law or CITY policy so that they may be reasonably available to the public or to the officials of CITY as

required.

IV. OTHER MISCELLANEOUS CITY SERVICES

CITY may from time-to-time have the need for other services not specifically listed in this agreement for which ENGINEER has the necessary experience and capabilities. CITY may authorize ENGINEER to perform such selected services on an as-needed basis. CITY reserves the right to select other consultants for special projects as need and approved by City Council.

V. FACILITIES AND RECORDS

CITY shall provide reasonable and appropriate offices for conducting the duties set forth in this Agreement. ENGINEER shall assemble and maintain in these offices such records as are customarily maintained by a CITY in carrying out the duties covered herein. Such records are and at all times shall be the property of the CITY. ENGINEER shall maintain time records for meetings, projects and work hours. ENGINEER shall assemble these records in an orderly fashion and store same, for at least three years or as otherwise required by law or CITY policy so that they may be reasonably available to the public or to the officials of CITY as required.

EXHIBIT A**SCHEDULE OF HOURLY RATES**

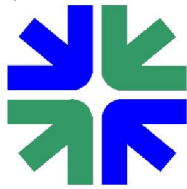
July 01, 2020 through June 30, 2021

PROFESSIONAL SERVICES

Principal Engineer	\$200-220/hour
Supervising Engineer	\$170-200/hour
Senior Engineer	\$160-180/hour
Associate Engineer	\$145-160/hour
Assistant Engineer	\$125-145/hour
Junior Engineer	\$115-130/hour
Engineering Assistant	\$120-150/hour
Senior Engineering Technician	\$140-160/hour
Engineering Technician	\$120-140/hour
Engineering Aide	\$95-115/hour
Resident Engineer	\$155-180/hour
Construction Manager	\$145-180/hour
Construction Inspector*	\$130-165/hour
Construction Administrator	\$85-95/hour
Building Plan Check Engineer/Architect	\$140-175/hour
Building Official and/or CASp	\$150-180/hour
Supervising Building Inspector	\$150-170/hour
Senior Building Inspector	\$125-145/hour
Building Inspector (I & II)	\$95-120/hour
Senior Plans Examiner	\$125-140/hour
Plans Examiner (I & II)	\$105-120/hour
Supervising Permit Technician	\$115-130/hour
Senior Permit Technician	\$95-115/hour
Permit Technician (I & II)	\$85-95/hour
Administrative	\$85-95/hour

VEHICLE	\$15-20/hour
MILEAGE	\$0.68/mile**
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- Fee schedule is subject to annual increase on July 1 of each year.
 - Computer time is included in the hourly rates used above.
 - When applicable, mileage or vehicle rates will be charged, but not both.
- * Includes services subject to prevailing wage rates.



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

SECOND AMENDMENT

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT ("Amendment") is effective as of 1/26/2021 by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **COASTLAND CIVIL ENGINEERING, INC** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Professional Services Contract dated June 6, 2018 ("Contract") for the purpose of retaining the services of Contractor to provide City Engineering services and capital projects delivery assistance; and

WHEREAS, the City and the Contractor entered into a first amendment of the Contract on July 1, 2019 for purpose of increasing the contract amount and extending the termination date of the contract; and

WHEREAS, the City and Contractor desire to amend the Contract; and

WHEREAS, the public interest will be served by this Amendment.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. AMENDMENT

The Parties agree to amend the Contract as checked below:

1.1 Exhibit A

- ☐ Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-***Revision Number*;

OR

- ☒ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-2**, attached hereto and incorporated herein by this reference.

FOR CITY USE ONLY

Contract No.	20083E-0217-PW01	CIP No.	N/A
Resolution No.	20-101	Project No.	N/A

City of Emeryville | Professional Services Contract Amendment
REV 01/2020

1.2 Termination Date

- ☒ The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **JUNE 30, 2021**.

1.3 Total Compensation Amount

- ☒ The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **THREE HUNDRED FIFTY-NINE THOUSAND AND ONE HUNDRED DOLLARS AND NO CENTS (\$359,100)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **SIX HUNDRED FIFTY-FOUR THOUSAND SIX HUNDRED FORTY-EIGHT DOLLARS AND NO CENTS (\$654,648)**.

2. CONTINUING EFFECT OF CONTRACT

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

3. ADEQUATE CONSIDERATION

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

4. SEVERABILITY

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5. WAIVER

The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

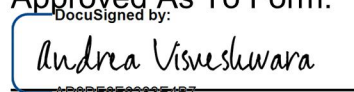
SIGNATURES ON FOLLOWING PAGE

City of Emeryville | Professional Services Contract Amendment
REV 01/2020

**6. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT
SECOND AMENDMENT**

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,
which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:

AD9DE0E0265E487...
City Attorney

Dated:

1/26/2021

CITY OF EMERYVILLE

DocuSigned by:

B023BA190D284E2...
Christine S. Daniel, City Manager

Dated:

1/5/2021

COASTLAND CIVIL ENGINEERING, INC

DocuSigned by:

4C58F74C8969414...
John Wagner, CEO (Signature)

EXHIBIT A-2₁

COASTLAND ENGINEERING SERVICES SCOPE OF SERVICES and SCHEDULE OF HOURLY RATES

I. CITY ENGINEERING SERVICES

A. Administrative Duties

1. As a City Official, provide services on an as-needed basis to handle City Engineering matters.
2. When directed, attend City Council, Planning Commission, and other Committee meetings.
3. Establish working relationships and coordination with other public agencies, County Departments and private utilities involving engineering matters affecting CITY.
4. When directed, attend staff level meetings with the City staff, public officials, community leaders, developers, contractors and the general public.
5. When directed, review and comment on planning programs and land development controls.
6. When directed, recommend regulations and ordinances pertaining to engineering matters.
7. When directed, supervise the accounting of State Highway Users Funds from the standpoint of meeting State requirements for the expenditure of such funds.
8. When directed, provide technical advice to City personnel assigned to public works activities.
9. Upon CITY's request, advise the CITY as to engineering and construction financing available from other governmental agencies and when so directed, prepare and initiate application for such funding.
10. When directed, analyze the CITY's needs, and prepare and administer long and short-range programs consistent with the economic capabilities of CITY.
11. As the City Engineer, provide on an as-needed basis handle general public works permits and other engineering related matters at the public counter.

B. Development-related Services

1. Perform the statutory functions of City Engineer pertaining to the review and checking of land divisions.
2. Review tentative maps and other submittals for land divisions for proposed developments and make recommendations as to engineering matters.
3. Check all improvement plans for facilities under the jurisdiction of CITY.
4. Establish performance, labor and material bond amounts, when required, and require the posting of such securities and other development fees within the proper time sequence of such development review.
5. When directed, provide construction observation services as the City Engineer during the construction of development related improvements by private developers (grading, street, storm drain, sewer and other related improvements) and at the proper time, recommend notices of completion and, acceptance of the work.
6. Provide such necessary and related functions as are the normal practice of CITY in the City Engineering review of private developments.

C. Public Works Permits and Inspection

1. As a City Engineer, receive and process public works permit applications.
2. As a City Engineer, when directed, provide construction observation of permit work within CITY streets and rights-of-way.
3. Check plans and specifications and, when directed, provide construction administration, construction management and observation services for CITY projects designed by others.

D. Capital Projects

From time to time, the CITY may have the need for ENGINEER to perform work for CITY projects not covered by the scope of services described herein. Accordingly, when requested, ENGINEER shall provide a separate scope of work, time line and estimated fee for completion of said work. Written approval shall be received prior to starting on any project-related work. Scopes of work for capital projects may include, but not be limited to the following:

1. Prepare plans and specifications for CITY projects.
2. Provide design survey; real property engineering services; and construction administration and observation for CITY projects.
3. Provide special engineering reports regarding such matters as annexations, developer impact fees, studies, master plans, etc.
4. Coordinate with utility companies in the relocation of affected utilities.
5. Process the plans and specifications through other agencies for review and approval in connection with special funding programs and permits when required.

For projects that the CITY wishes to have designed by outside consultants, as directed, ENGINEER shall assist the CITY in preparing requests for proposals to retain consultants to provide design services and shall oversee said design on behalf of the City.

E. Construction Management Services

When requested, provide construction management/observation services for CITY-sponsored capital projects. This work will include management of the project from award of the construction contract through project completion including but not limited to conducting pre-construction meetings, reviewing project schedules, providing construction observation on a daily basis, maintaining daily diaries, arranging and coordination of materials testing, preparation, evaluation and negotiation of change orders, review of submittals and billings, assist in processing pay requests, review of prevailing wage rate information, generating punch lists, etc. All fees associated with providing construction management services to the CITY will be negotiated on a project-by-project basis due to the various magnitudes and lengths of the individual projects.

II. OTHER MISCELLANEOUS CITY SERVICES

CITY may from time-to-time have the need for other services not specifically listed in this agreement for which ENGINEER has the necessary experience and capabilities. CITY may authorize ENGINEER to perform such selected services on an as-needed basis. CITY reserves the right to select other consultants for special projects as need and approved by City Council.

III. FACILITIES AND RECORDS

CITY shall provide reasonable and appropriate offices for conducting the duties set forth in this Agreement. ENGINEER shall assemble and maintain in these offices such records as are customarily maintained by a CITY in carrying out the duties covered herein. Such records are and at all times shall be the property of the CITY. ENGINEER shall maintain time records for meetings, projects and work hours. ENGINEER shall assemble these records in an orderly fashion and store same, for at least three years or as otherwise required by law or CITY policy so that they may be reasonably available to the public or to the officials of CITY as required.

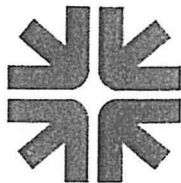


SCHEDULE OF HOURLY RATES
July 01, 2019 through June 30, 2020

PROFESSIONAL SERVICES

Principal Engineer	\$200-220/hour
Supervising Engineer	\$170-200/hour
Senior Engineer	\$155-180/hour
Associate Engineer	\$140-155/hour
Assistant Engineer	\$125-140/hour
Junior Engineer	\$115-130/hour
Engineering Assistant	\$120-150/hour
Senior Engineering Technician	\$140-160/hour
Engineering Technician	\$120-140/hour
Engineering Aide	\$95-115/hour
Resident Engineer	\$155-180/hour
Construction Manager	\$160-180/hour
Construction Inspector*	\$130-165/hour
Construction Administrator	\$85-95/hour
Building Plan Check Engineer/Architect	\$145-175/hour
Building Official and/or CASp	\$150-180/hour
Supervising Building Inspector	\$150-170/hour
Senior Building Inspector	\$120-145/hour
Building Inspector (I & II)	\$100-125/hour
Senior Plans Examiner	\$125-140/hour
Plans Examiner (I & II)	\$105-120/hour
Supervising Permit Technician	\$115-130/hour
Senior Permit Technician	\$95-115/hour
Permit Technician (I & II)	\$85-95/hour
CLERICAL	\$85-95/hour
VEHICLE	\$15-20/hour
MILEAGE	\$0.68/mile**
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- Computer time is included in the hourly rates used above.
- When applicable, mileage or vehicle rates will be charged, but not both.
- * Includes services subject to prevailing wage rates.



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

FIRST AMENDMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT ("Amendment") is effective as of this 1st day of July, 2019, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **COASTLAND CIVIL ENGINEERING, INC.** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties."

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Professional Services Contract dated June 6, 2018 ("Contract") for the purpose of retaining the services of Contractor to provide City Engineering services and capital projects delivery assistance; and

WHEREAS, the City and Contractor desire to amend the Contract; and

WHEREAS, the public interest will be served by this Amendment.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. AMENDMENT

The Parties agree to amend the Contract as checked below:

1.1 Exhibit A

- ☐ Exhibit A of the Contract is hereby amended in its entirety and replaced with Exhibit A- ;

OR

- ☒ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-1**, attached hereto and incorporated herein by this reference.

1.2 Termination Date

- ☒ The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **SEPTEMBER 30, 2020**.

FOR CITY USE ONLY			
Contract No.	19065-0117-PW01	CIP No.	N/A
Resolution No.	19-96	Project No.	N/A

City of Emeryville | Professional Services Contract Amendment
REV01/2019

1.3 Total Compensation Amount

- ☒ The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **TWO HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED AND FORTY-EIGHT DOLLARS AND NO CENTS (\$295,548.00)**.

2. CONTINUING EFFECT OF CONTRACT

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

3. ADEQUATE CONSIDERATION

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment

4. SEVERABILITY

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect

5. WAIVER

The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

SIGNATURES ON FOLLOWING PAGE

City of Emeryville | Professional Services Contract Amendment
REV01/2019

**6. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT
FIRST AMENDMENT**

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,
which shall become effective as of the date first written above.

Approved As To Form:


For City Attorney

Dated:

September 24, 2019

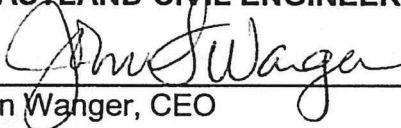
CITY OF EMERYVILLE


Christine S. Daniel, City Manager

Dated:

June 24, 2019

COASTLAND CIVIL ENGINEERING, INC.


John Wanger, CEO

(Signature)

EXHIBIT A- 1
COASTLAND ENGINEERING SERVICES
SCOPE OF SERVICES and SCHEDULE OF HOURLY RATES

I. CITY ENGINEERING SERVICES

A. Administrative Duties

1. As a City Official, provide services on an as-needed basis to handle City Engineering matters.
2. When directed, attend City Council, Planning Commission, and other Committee meetings.
3. Establish working relationships and coordination with other public agencies, County Departments and private utilities involving engineering matters affecting CITY.
4. When directed, attend staff level meetings with the City staff, public officials, community leaders, developers, contractors and the general public.
5. When directed, review and comment on planning programs and land development controls.
6. When directed, recommend regulations and ordinances pertaining to engineering matters.
7. When directed, supervise the accounting of State Highway Users Funds from the standpoint of meeting State requirements for the expenditure of such funds.
8. When directed, provide technical advice to City personnel assigned to public works activities.
9. Upon CITY's request, advise the CITY as to engineering and construction financing available from other governmental agencies and when so directed, prepare and initiate application for such funding.
10. When directed, analyze the CITY's needs, and prepare and administer long and short-range programs consistent with the economic capabilities of CITY.
11. As the City Engineer, provide on an as-needed basis handle general public works permits and other engineering related matters at the public counter.

B. Development-related Services

1. Perform the statutory functions of City Engineer pertaining to the review and checking of land divisions.
2. Review tentative maps and other submittals for land divisions for proposed developments and make recommendations as to engineering matters.
3. Check all improvement plans for facilities under the jurisdiction of CITY.
4. Establish performance, labor and material bond amounts, when required, and require the posting of such securities and other development fees within the proper time sequence of such development review.
5. When directed, provide construction observation services as the City Engineer during the construction of development related improvements by private developers (grading, street, storm drain, sewer and other related improvements) and at the proper time, recommend notices of completion and, acceptance of the work.
6. Provide such necessary and related functions as are the normal practice of CITY in the City Engineering review of private developments.

C. Public Works Permits and Inspection

1. As a City Engineer, receive and process public works permit applications.
2. As a City Engineer, when directed, provide construction observation of permit work within CITY streets and rights-of-way.
3. Check plans and specifications and, when directed, provide construction administration, construction management and observation services for CITY projects designed by others.

D. Capital Projects

From time to time, the CITY may have the need for ENGINEER to perform work for CITY projects not covered by the scope of services described herein. Accordingly, when requested, ENGINEER shall provide a separate scope of work, time line and estimated fee for completion of said work. Written approval shall be received prior to starting on any project-related work. Scopes of work for capital projects may include, but not be limited to the following:

1. Prepare plans and specifications for CITY projects.
2. Provide design survey; real property engineering services; and construction administration and observation for CITY projects.
3. Provide special engineering reports regarding such matters as annexations, developer impact fees, studies, master plans, etc.
4. Coordinate with utility companies in the relocation of affected utilities.
5. Process the plans and specifications through other agencies for review and approval in connection with special funding programs and permits when required.

For projects that the CITY wishes to have designed by outside consultants, as directed, ENGINEER shall assist the CITY in preparing requests for proposals to retain consultants to provide design services and shall oversee said design on behalf of the City.

E. Construction Management Services

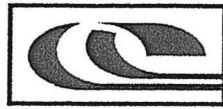
When requested, provide construction management/observation services for CITY-sponsored capital projects. This work will include management of the project from award of the construction contract through project completion including but not limited to conducting pre-construction meetings, reviewing project schedules, providing construction observation on a daily basis, maintaining daily diaries, arranging and coordination of materials testing, preparation, evaluation and negotiation of change orders, review of submittals and billings, assist in processing pay requests, review of prevailing wage rate information, generating punch lists, etc. All fees associated with providing construction management services to the CITY will be negotiated on a project-by-project basis due to the various magnitudes and lengths of the individual projects.

II. OTHER MISCELLANEOUS CITY SERVICES

CITY may from time-to-time have the need for other services not specifically listed in this agreement for which ENGINEER has the necessary experience and capabilities. CITY may authorize ENGINEER to perform such selected services on an as-needed basis. CITY reserves the right to select other consultants for special projects as need and approved by City Council.

III. FACILITIES AND RECORDS

CITY shall provide reasonable and appropriate offices for conducting the duties set forth in this Agreement. ENGINEER shall assemble and maintain in these offices such records as are customarily maintained by a CITY in carrying out the duties covered herein. Such records are and at all times shall be the property of the CITY. ENGINEER shall maintain time records for meetings, projects and work hours. ENGINEER shall assemble these records in an orderly fashion and store same, for at least three years or as otherwise required by law or CITY policy so that they may be reasonably available to the public or to the officials of CITY as required.



COASTLAND

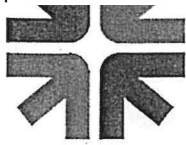
SCHEDULE OF HOURLY RATES

July 01, 2019 through June 30, 2020

PROFESSIONAL SERVICES

Principal Engineer	\$200-220/hour
Supervising Engineer	\$170-200/hour
Senior Engineer	\$155-180/hour
Associate Engineer	\$140-155/hour
Assistant Engineer	\$125-140/hour
Junior Engineer	\$115-130/hour
Engineering Assistant	\$120-150/hour
Senior Engineering Technician	\$140-160/hour
Engineering Technician	\$120-140/hour
Engineering Aide	\$95-115/hour
Resident Engineer	\$155-180/hour
Construction Manager	\$160-180/hour
Construction Inspector*	\$130-165/hour
Construction Administrator	\$85-95/hour
Building Plan Check Engineer/Architect	\$140-175/hour
Building Official and/or CASp	\$150-180/hour
Supervising Building Inspector	\$150-170/hour
Senior Building Inspector	\$120-145/hour
Building Inspector (I & II)	\$95-125/hour
Senior Plans Examiner	\$125-140/hour
Plans Examiner (I & II)	\$105-120/hour
Supervising Permit Technician	\$115-130/hour
Senior Permit Technician	\$95-115/hour
Permit Technician (I & II)	\$85-95/hour
Administrative	\$85-95/hour
VEHICLE	\$15-20/hour
MILEAGE	\$0.68/mile**
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- Computer time is included in the hourly rates used above.
- When applicable, mileage or vehicle rates will be charged, but not both.
- * Includes services subject to prevailing wage rates.



City of Emeryville

CALIFORNIA

EXHIBIT B

Contract Insurance Requirements

As used in this Exhibit B, Contractor refers to **COASTLAND CIVIL ENGINEERING, INC.**

1. MINIMUM REQUIREMENTS

Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work or Services required by the Contract hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage, as checked below:

1.1 *Minimum Scope of Insurance*

Coverage shall be at least as broad as the latest version of the following:

- ☒ **General Liability**
Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- ☒ **Automobile Liability**
Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto) or if Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the General Liability Policy.
- ☒ **Professional Liability / Errors and Omissions**
Written on a policy form specifically designed to protect against acts, errors or omissions of the Contractor wherein "Covered Professional Services" as designated in the policy must specifically include Services performed under this Contract.
- ☒ **Workers' Compensation and Employer's Liability**
Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.
- ☐ **Pollution Liability Insurance**
Pollution Liability insurance for claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. This shall

include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks.

1.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- ☒ **General Liability (All Contract Types)**
\$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability.
- ☐ **General Liability (Construction Specific)**
\$2,000,000.00 per occurrence and \$4,000,000.00 aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability, and coverage for explosion, collapse and underground property damage hazards.
- ☒ **Automobile Liability**
\$2,000,000.00 per accident for bodily injury and property damage.
- ☒ **Professional Liability / Errors and Omissions**
\$2,000,000.00 per claim and aggregate.
- ☒ **Workers' Compensation and Employer's Liability**
Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000.00 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease.
- ☐ **Pollution Liability Insurance**
\$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

Except for the professional liability / errors and omissions policy, defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the Parties required to be named as additional insureds pursuant to this Contract.

2. INSURANCE ENDORSEMENTS

The insurance policies shall contain the following provisions, if checked, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions, if checked, to the insurance policies:

- ☒ **General Liability**
(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 or CG20 37, or endorsements providing the exact same coverage, with

respect to the work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

☒ **Automobile Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

☒ **Professional Liability Coverage**

Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period no less than three years after termination of the Contract.

☒ **Workers' Compensation and Employer's Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

☐ **Pollution Liability Coverage**

(1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon

land, any structure, the atmosphere, watercourse or body of water, including groundwater; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

ALL COVERAGES

Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3. SEPARATION OF INSURED; NO SPECIAL LIMITATIONS

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

4. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

6. VERIFICATION OF COVERAGE

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The

certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

7. SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing any work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

8. REPORTING OF CLAIMS

Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work performed under this Contract.



City of Emeryville
CALIFORNIA

ORIGINAL

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of this 2nd day of January, 2018, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **COASTLAND CIVIL ENGINEERING INC.** ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT

WHEREAS, the City desires City Engineering Services; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to render the services necessary to do the work contemplated under this Agreement; and

WHEREAS, the City has determined that the Consultant is qualified by training and experience to render such services; and

WHEREAS, the Consultant desires to provide such services; and,

WHEREAS, the public interest will be served by this Agreement; and

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES AND TERMINATION DATE

1.1 Project Description

A complete Project Description is described in the "SCOPE of SERVICES, attached as Exhibit A.

1.2 Services

The services to be completed under this Agreement ("Services") are described in Exhibit A.

1.3 Schedule and Completion Date

The services to be provided by Consultant under this Agreement shall commence on January 2, 2018 and terminate on June 30, 2018.

FOR CITY USE ONLY			
Contract No.	17093-0000-PW01	CIP No.	N/A
Resolution No.	N/A	EPW No.	N/A

City of Emeryville | Professional Services Agreement

- 1.3.1 At the option of the city, the city may enter into new contracts with the Consultant for fiscal years, 2018/2019 through 2021/2022 under the terms and conditions of this contract. This option must be exercised by City by providing written notice of the City's intent to exercise said option to consultant at least 30 days prior to the expiration of the term of this contract. The Consultant shall be entitled to increase its rates at a percentage no greater than the percent increase in the March to March San Francisco/Oakland metropolitan area consumer price index as released by the United States Department of Labor on a yearly basis with a maximum inflation increase of 5% per year.

2. WORK CHANGES

2.1 City Rights to Change

The City reserves the right to order changes in the work to be performed under this Agreement by altering, adding to or deducting from the work. All such changes shall be incorporated in written change orders executed by the Consultant and the City. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the parties cannot reach an agreement on the terms for performing the changed work within a reasonable time, to avoid delay or other unfavorable impacts as determined by the City in its sole discretion, the City shall have the right to determine reasonable terms and the Consultant shall proceed with the changed work.

2.2 Additional Work Changes

Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized unless contained in a change order duly executed on behalf of the City and the Consultant.

2.3 City Manager Execution

The City Manager has authority to execute without further action of the Emeryville City Council, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or increase the total amount to be paid under this Agreement, as set forth in Section 3.2 below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$45,000 must be approved by resolution of the Emeryville City Council.

3. COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation for Services Performed

City agrees to pay the Consultant for the services performed and costs incurred by Consultant upon certification by the City that the services were actually performed and costs actually incurred in accordance with the Agreement. Compensation for Services performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the City of invoices setting forth in detail the services performed and costs incurred. The City shall pay the Consultant within forty-five (45) days after approval of the invoice by City staff.

3.2 Total Compensation Amount

The total amount paid under this Agreement as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **FORTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$45,000.00)**, except as outlined in Section 2.3 above. The compensation for Services performed shall be as set forth in Exhibit A. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying and microcomputer time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

4. COVENANTS OF CONSULTANT

4.1 Assignment of Agreement

The Consultant covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the City. As to any approved subcontractors, the Consultant shall be solely responsible for reimbursing them and the City shall have no obligation to them.

4.2 Responsibility of Consultant and Indemnification of City

It is the intent of the parties that the language of this Paragraph complies fully with the requirements of section 2782.8 of the California Civil Code. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City and City's members, officers, agents, employees and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of Consultant or subconsultants as well as any claim by any employee, agent, Consultant or independent contractor hired or employed by Consultant that such persons or individuals are entitled to any benefit otherwise provided to employees of the City, including coverage under the California Public Employee Retirement System), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court

City of Emeryville | Professional Services Agreement

costs, reasonable attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and the costs of investigation, to the extent arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them or anyone that they control, whether or not there is alleged to be concurrent negligence on the part of the City, but, to the extent required by law, excluding liability caused by the conduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

4.3 Independent Contractor

The Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the City. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of consultants, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates and employees during the life of this Agreement.

4.4 Insurance

4.4.1 REQUIREMENTS

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, its agents, representatives, employees or subcontractors. If requested, Consultant shall provide the City with copies of all insurance policies. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.

4.4.2 MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

- A. Commercial General Liability providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury with limits of not less than One Million Dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and, if required by City, products and completed operations coverage for the term of the policy.

City of Emeryville | Professional Services Agreement

- B. Comprehensive Automobile Liability (owned, non-owned, hired) providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000).
- C. Professional Liability of One Million Dollars (\$1,000,000) providing coverage on a claims made basis for errors, omissions or malpractice. Professional liability insurance must be continued for at least 5 years after termination or final payment under the Agreement, whichever is later.
- D. Workers' Compensation limits as required by the laws of the State of California and Employers Liability limits of not less than \$1,000,000 per accident.

No Workers' Compensation insurance shall be required if Consultant completes the following certification:

I certify that my business has no employees and that I do not employ anyone. I am exempt from the legal requirement to provide Workers' Compensation Insurance.

_____ (Consultant's Initials)

4.4.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and are subject to approval by the City.

4.4.4 OTHER INSURANCE PROVISIONS

The policy is to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverage

1. Consultant shall name the City of Emeryville, its officials, employees, agents and volunteers as additional insureds in its Commercial General Liability and Automobile Liability policies. If Consultant submits the ACORD Insurance Certificate, the additional insured endorsement must be set forth on a CG 20 10 11 85 form (or more recent) and/or CA 20 48 – Designated Insured Form (for business auto insurance); The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents or volunteers, except where limited by State laws.

When a certificate says, "certificate issued to" this does not mean the same as additional insured and is not acceptable.

City of Emeryville | Professional Services Agreement

2. Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents or volunteers.
4. Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
6. The insurer agrees to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the City.
7. All endorsements to policies shall be executed by an authorized representative of the insurer.

B. Workers' Compensation Coverage

The insurer will agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the City.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that City will be provided thirty (30) days written notice of cancellation or material change in the policy language or terms.

4.4.5 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VII.

4.4.6 VERIFICATION OF COVERAGE

Consultant shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this Agreement prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of

City of Emeryville | Professional Services Agreement

insurance and endorsements shall be on a form utilized by Consultant's insurer in its normal course of business and shall be received and approved by the City prior to execution of this Agreement by the City. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

4.4.7 SUBCONTRACTORS

Consultant shall either include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor demonstrating that subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage required by this Agreement, including but not limited to naming the City, its officials, employees, agents and volunteers as additional insureds.

4.4.8 CLAIMS-MADE POLICIES

Consultant shall extend any claims-made insurance policy for at least 5 years after termination or final payment under the Agreement, whichever is later.

4.5 Records, Reports and Audits**4.5.1 RECORDS**

- A. Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

4.5.2 REPORTS AND INFORMATION

Upon request, the Consultant shall furnish to the City any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the City.

4.5.3 AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement. The Consultant will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

4.6 Conflicts of Interest

The Consultant covenants and declares that, other than this Agreement, it has no holdings or interests within the City of Emeryville, nor business holdings or agreements with any official, employee or other representative of the City. For the duration of this Agreement, in the event the Consultant or its principals, agents or employees acquire such a holding, interest or agreement within the City of Emeryville or with any official, employee or representative of the City in the future, the Consultant will immediately notify the City of such holding, interest or agreement in writing.

4.7 Confidentiality

The Consultant agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether deemed confidential or not.

4.8 Discrimination Prohibited

The Consultant covenants and agrees that in performing the services required under this Agreement, the Consultant shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin or ancestry, age or disability.

4.9 Licenses, Certifications and Permits

The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

4.10 Key Personnel

Project Manager Mark Obergfell is necessary for the successful prosecution of the work due to his unique expertise and depth and breadth of experience. There shall be no

City of Emeryville | Professional Services Agreement

change in Consultant's Project Manager or members of the project team. Consultant recognizes that the composition of this team was instrumental in the City's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

4.11 Authority to Contract

The Consultant covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

4.12 Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the services to be performed by the Consultant ("Materials") shall be and are the property of the City and the City shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the work shall be delivered immediately to the City. The Consultant assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

4.13 Living Wage

If this Agreement provides for compensation to Consultant of \$25,000 or more within a single fiscal year for providing services to the City, then Consultant shall comply with the requirements of the City's Living Wage Ordinance set forth in Chapter 31 of Title 5 of the Emeryville Municipal Code, unless (i) Consultant is a governmental entity, (ii) this Agreement is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Agreement is subject to federal or state laws or regulations that would preclude the application of the City's laws.

Compliance with the Living Wage Ordinance, if applicable, shall be required during the term of the Agreement for all employees of Consultant who perform at least twenty-five percent (25%) of the work arising from this Agreement, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to Section 5-31.08. Consultant shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) working days following a written request for such documentation and information from the City.

City of Emeryville | Professional Services Agreement

Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against Consultant for back pay, reinstatement and compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Agreement and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance.

Consultant shall notify each of its affected employees regarding wages that are required to be paid pursuant to this Agreement. "Living Wage" means no less than \$15.26 per hour (as of July 1, 2017 subject to increase annually on July 1st to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

4.14 Prevailing Wages

To the extent the services to be provided by Consultant pursuant to this Agreement constitutes "public work" as defined in Labor Code Section 1720, Consultant shall pay and shall ensure that all subconsultants or subcontractors pay all persons providing labor to perform the work under this Agreement applicable prevailing wage rates for the work to be performed as determined in the General Prevailing Wage Determination ("Wage Determination") made by the Director of Industrial Relations pursuant to California Labor Code sections 1770, 1773, et. seq., and otherwise comply with all provisions of this Section IV.N. A copy of the applicable Wage Determination is on file in the offices of the City.

Consultant is required to comply with the following provisions and to ensure that all subcontracts include the following provisions. If, for some reason, these provisions are not included in subcontracts, they shall nevertheless apply:

4.14.1 HOURS OF LABOR

Eight hours' labor constitutes a legal day's work. Consultant shall forfeit, as penalty, Twenty-Five Dollars (\$25) for each worker employed in the performance of the Agreement by Consultant or by any subconsultant under him for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one (1) day and forty (40) hours in any one (1) calendar week in violation of the provisions of the California Labor Code and in particular sections 1810 to 1815 thereof, inclusive, except that work performed by employees of Consultant in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted under compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in said section 1815.

City of Emeryville | Professional Services Agreement

4.14.2 LABOR NON-DISCRIMINATION

Consultant shall not discriminate against any employee who is employed on the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, gender identity, or age of such persons, except as provided in section 12940 of the Government Code.

4.14.3 PREVAILING WAGES

Consultant shall comply with California Labor Code sections 1770 to 1780, inclusive. In accordance with section 1775, Consultant shall forfeit as a penalty an amount determined by the Labor Commissioner, not to exceed Fifty Dollars (\$50), for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the Agreement by him or by any subconsultant under him in violation of the provisions of the Labor Code, and in particular, Labor Code sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Consultant.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations and can be obtained online at www.dir.ca.gov. It is mandatory for Consultant and any subcontractor to pay not less than the specified rates to laborers and workers employed by them in the execution of this Agreement.

Consultant shall comply with the provisions enacted by AB 854 that require Consultant and any subcontractor be registered with the State Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. Consultant shall post job site notices, pursuant to Title 8 California Code of Regulations Section 16451.

Consultant shall make travel and subsistence payments to each worker needed to execute the work in accordance with the requirements of section 1773.8.

4.14.4 PAYROLL RECORDS

Consultant shall be responsible for the compliance with Labor Code section 1776 by his subconsultants.

City of Emeryville | Professional Services Agreement

- A. Each Consultant and subconsultant shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- B. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Consultant on the following basis:
 - 1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - 2. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - 3. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the City, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Consultant, subconsultant and the entity through which the request was made. The public shall not be given access to such records at the principal office of Consultant.
- C. The certified payroll records shall be on forms provided by the division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.
- D. Each Consultant shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.
- E. Any copy of records made available for inspection as copies and furnished upon request to the public or City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Consultant shall not be marked or obliterated.

City of Emeryville | Professional Services Agreement

- F. In the event of noncompliance with the requirement of this section, Consultant shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such Consultant must comply with this section. Should noncompliance still be evident after such ten (10) day period, Consultant shall, as a penalty to the State or City, forfeit Twenty-Five Dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

The penalties specified in subdivision (g) of Labor Code section 1776 for noncompliance with the provisions of said section 1776 may be deducted from any monies due or which may become due to Consultant.

Consultant and each subconsultant shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.

4.14.5 APPRENTICES

Consultant shall fully comply with the requirements of sections 1777.5 and 1777.6 of the California Labor Code and the regulations of the California Apprenticeship Council. In accordance with section 1777.5, Consultant shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, as provided for therein. Consultant shall require each subconsultant who will perform work or labor or render service to Consultant in or about the construction of the work to comply fully with sections 1777.5 and 1777.6 of the Labor Code. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the State Division of Apprenticeship Standards and its branch offices.

4.14.6 WORKERS' COMPENSATION

Pursuant to the requirements of section 1860 of the California Labor Code, Consultant will be required to secure the payment of workers' compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. By signing this Agreement, Consultant certifies the following:

"I am aware of the provisions of section 3700 of the California Labor Code 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 I will comply with such provisions before commencing the performance of the work of this contract."

4.14.7 EVENT OF DEFAULT

Failure by Consultant to comply with any provision of this Section shall constitute a default of this Agreement and shall be grounds for termination as provided in this Agreement.

City of Emeryville | Professional Services Agreement

5. TERMINATION

- A. The City shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date.
- B. All termination notice periods triggered pursuant to written notice shall begin to run from the date of the United States Postal Service postmark.
- C. Upon termination, City shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination date.
- D. Upon receipt of a termination notice the Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Consultant in performing this Agreement, whether completed or in process, in the form specified by the City.
- E. The rights and remedies of the City and the Consultant provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

6. NO PERSONAL LIABILITY

No member, official or employee of the City shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement.

7. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both parties with appropriate authorization.

8. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties.

9. APPLICABLE LAW AND ATTORNEY'S FEES; VENUE

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of California will control. The prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which said party may be entitled. The exclusive venue for any legal action taken pursuant to this Agreement shall be the State of California Superior Court for the County of Alameda or the United States District Court for the Northern District of California.

10. SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the extent possible.

11. BUSINESS LICENSE

Prior to commencement of the services to be provided hereunder, Consultant shall apply to the City of Emeryville Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement, as provided in Article 1 of Chapter 1 of Title 3 of the Emeryville Municipal Code.

12. NOTICES

12.1 Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the work shall be exchanged between Andrew Clough for the City and Mark Obergfell for the Consultant.

City of Emeryville | Professional Services Agreement

12.2 Official Notices

All other notices, writings or correspondence as required by this Agreement shall be directed to the City and the Consultant, respectively, as follows:

CITY

Andrew Clough
1333 Park Avenue
Emeryville, California 94608
Phone No.: (510) 596-4330
Fax No.: (510) 596-4389
E-Mail: aclough@emeryville.org

CONSULTANT

Mark Obergfell
Coastland Engineering
1400 Neotomas Ave.
Santa Rosa, CA 95405
Phone No.: 707-571-8005
Fax No.: 707-571-8037
E-Mail: obergfell@coastlandcivil.com

13. WAIVER OF AGREEMENT

The City's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

IN WITNESS WHEREOF the City and the Consultant have executed this Agreement, which shall become effective as of the date the City Manager executes this Agreement on behalf of the City.

Approved As To Form: _____

Michael Guina, City Attorney

Dated:

1-8, 2018

CITY OF EMERYVILLE

Carolyn Lehr
Carolyn Lehr, City Manager

Dated:

Jan. 2, 2018

CONSULTANT

BY: Jim Wagner
ITS: CEO

Dated:

Jan. 2, 2018

BY: P. L. L. L.
ITS: CFO

EXHIBIT A
COASTLAND ENGINEERING SERVICES
SCOPE OF SERVICES and SCHEDULE OF HOURLY RATES

I. CITY ENGINEERING SERVICES

A. Administrative Duties

1. As a City Official, provide services on an as-needed basis to handle City Engineering matters.
2. When directed, attend City Council, Planning Commission, and other Committee meetings.
3. Establish working relationships and coordination with other public agencies, County Departments and private utilities involving engineering matters affecting CITY.
4. When directed, attend staff level meetings with the City staff, public officials, community leaders, developers, contractors and the general public.
5. When directed, review and comment on planning programs and land development controls.
6. When directed, recommend regulations and ordinances pertaining to engineering matters.
7. When directed, supervise the accounting of State Highway Users Funds from the standpoint of meeting State requirements for the expenditure of such funds.
8. When directed, provide technical advice to City personnel assigned to public works activities.
9. Upon CITY's request, advise the CITY as to engineering and construction financing available from other governmental agencies and when so directed, prepare and initiate application for such funding.
10. When directed, analyze the CITY's needs, and prepare and administer long and short-range programs consistent with the economic capabilities of CITY.
11. As the City Engineer, provide on an as-needed basis handle general public works permits and other engineering related matters at the public counter.

B. Development-related Services

1. Perform the statutory functions of City Engineer pertaining to the review and checking of land divisions.
2. Review tentative maps and other submittals for land divisions for proposed developments and make recommendations as to engineering matters.
3. Check all improvement plans for facilities under the jurisdiction of CITY.
4. Establish performance, labor and material bond amounts, when required, and require the posting of such securities and other development fees within the proper time sequence of such development review.
5. When directed, provide construction observation services as the City Engineer during the construction of development related improvements by private developers (grading, street, storm drain, sewer and other related improvements) and at the proper time, recommend notices of completion and, acceptance of the work.
6. Provide such necessary and related functions as are the normal practice of CITY in the City Engineering review of private developments.

C. Public Works Permits and Inspection

1. As a City Engineer, receive and process public works permit applications.
2. As a City Engineer, when directed, provide construction observation of permit work within CITY streets and rights-of-way.
3. Check plans and specifications and, when directed, provide construction administration, construction management and observation services for CITY projects designed by others.

D. Capital Projects

From time to time, the CITY may have the need for ENGINEER to perform work for CITY projects not covered by the scope of services described herein. Accordingly, when requested, ENGINEER shall provide a separate scope of work, time line and estimated fee for completion of said work. Written approval shall be received prior to starting on any project-related work. Scopes of work for capital projects may include, but not be limited to the following:

1. Prepare plans and specifications for CITY projects.
2. Provide design survey; real property engineering services; and construction administration and observation for CITY projects.
3. Provide special engineering reports regarding such matters as annexations, developer impact fees, studies, master plans, etc.
4. Coordinate with utility companies in the relocation of affected utilities.
5. Process the plans and specifications through other agencies for review and approval in connection with special funding programs and permits when required.

For projects that the CITY wishes to have designed by outside consultants, as directed, ENGINEER shall assist the CITY in preparing requests for proposals to retain consultants to provide design services and shall oversee said design on behalf of the City.

E. Construction Management Services

When requested, provide construction management/observation services for CITY-sponsored capital projects. This work will include management of the project from award of the construction contract through project completion including but not limited to conducting pre-construction meetings, reviewing project schedules, providing construction observation on a daily basis, maintaining daily diaries, arranging and coordination of materials testing, preparation, evaluation and negotiation of change orders, review of submittals and billings, assist in processing pay requests, review of prevailing wage rate information, generating punch lists, etc. All fees associated with providing construction management services to the CITY will be negotiated on a project-by-project basis due to the various magnitudes and lengths of the individual projects.

II. OTHER MISCELLANEOUS CITY SERVICES

CITY may from time-to-time have the need for other services not specifically listed in this agreement for which ENGINEER has the necessary experience and capabilities. CITY may authorize ENGINEER to perform such selected services on an as-needed basis. CITY reserves the right to select other consultants for special projects as need and approved by City Council.

III. FACILITIES AND RECORDS

CITY shall provide reasonable and appropriate offices for conducting the duties set forth in this Agreement. ENGINEER shall assemble and maintain in these offices such records as are customarily maintained by a CITY in carrying out the duties covered herein. Such records are and at all times shall be the property of the CITY. ENGINEER shall maintain time records for meetings, projects and work hours. ENGINEER shall assemble these records in an orderly fashion and store same, for at least three years or as otherwise required by law or CITY policy so that they may be reasonably available to the public or to the officials of CITY as required.



COASTLAND

SCHEDULE OF HOURLY RATES

July 01, 2017 through June 30, 2018

PROFESSIONAL SERVICES

Principal Engineer	\$190-210/hour
Supervising Engineer	\$165-190/hour
Senior Engineer	\$145-170/hour
Associate Engineer	\$130-145/hour
Assistant Engineer	\$105-130/hour
Junior Engineer	\$100-120/hour
Principal Designer	\$140-150/hour
Engineering Assistant	\$110-140/hour
Senior Engineering Technician	\$125-140/hour
Engineering Technician	\$105-125/hour
Engineering Aide	\$90-100/hour
Resident Engineer	\$145-175/hour
Construction Manager	\$140-160/hour
Construction Inspector*	\$120-140/hour
Construction Administrator	\$80-90/hour
Building Plan Check Engineer/Architect	\$140-165/hour
Building Official and/or CASp	\$140-170/hour
Supervising Building Inspector	\$145-\$160/hour
Senior Building Inspector	\$125-\$140/hour
Building Inspector (I & II)	\$95-\$120/hour
Senior Plans Examiner	\$120-\$135/hour
Plans Examiner (I & II)	\$100-\$115/hour
Senior Permit Technician	\$95-\$105/hour
Permit Technician (I & II)	\$80-\$90/hour
CLERICAL	\$80-90/hour
VEHICLE	\$15-20/hour
MILEAGE	\$0.68/mile**
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- Computer time is included in the hourly rates used above.
- Consultation in connection with litigation and court appearances will be quoted separately.
- Additional billing classifications may be added to the above listing during the year as new positions are created.

* Includes services subject to prevailing wage rates.

** Mileage rates are subject to change based on fuel cost increases

Rev. 6/27/2017