

ORIGINAL

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this 7th day of Dec, 2017, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and SCHAAF & WHEELER, California corporation, whose address is 1171 Homestead Road, Suite 255, Santa Clara CA 95050, (the "Provider"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: The City requires civil engineering assistance with all aspects of maintenance and CIP projects. City staff issued a RFP on **May 25, 2017** and after a submittal period of fifteen (15) days received eight (8) of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for On-Call Civil Engineering Services, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the 7th day of Dec, 2017, and shall terminate on the 30th day of June 2018, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the City Council, per City Council direction, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The Public Works Director may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement. [and the compensation adjusted by the **Consumer Price** Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.]

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

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3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for the work under this Agreement is not to exceed \$150,000.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex,

age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance

premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "Records").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon

reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

CITY OF ALAMEDA
Public Works Department
950 W. Mall Square, Suite 110
Alameda, CA 94501
ATTENTION: Andrew Nowacki, Associate Civil Engineer
Phone: (510) 747-7941 / Fax: (510) 769-6030

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

Schaaf & Wheeler
1171 Homestead Rd., Suite 255
Santa Clara, CA 95050
ATTENTION: Ben Shick
Ph: 408/246-4848 Fax: 408/246-5624

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees

regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. PCC SECTION 9204 SUMMARY - CLAIMS SUBMITTED BETWEEN 01-01-2017 AND 01-01-2020.

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2020 shall be governed by PCC Section 9204 and this section.

The following provisions and procedures shall apply:

A. For the purposes of this section, the term "Claim", "Contractor", "mediation", "Public Entity" "Public works project" and "Subcontractor" shall have the meaning provided for in PCC Section 9204.

B. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Contractor must include reasonable documentation to support each claim.

C. Upon receipt of a Claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

D. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to PCC Section 9204(d)(1)(C).

E. If the City fails to timely respond to a Claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

F. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

G. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

H. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.

I. This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2020.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

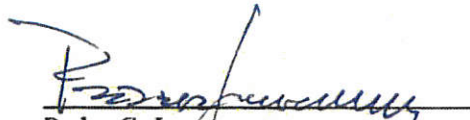
26. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

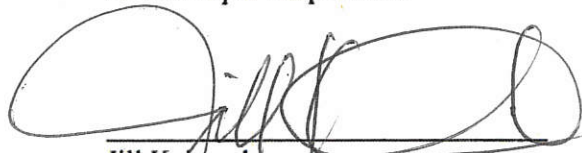
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

SCHAAF & WHEELER
A California corporation



Peder C. Jorgensen
Vice President


Leif M. Coponen
Treasurer

CITY OF ALAMEDA
A Municipal Corporation


Jill Keimach
City Manager

RECOMMENDED FOR APPROVAL


Liam Garland
Acting Public Works Director

APPROVED AS TO FORM:
City Attorney


Janet C. Kern
City Attorney

EXHIBIT A

SCOPE OF WORK

The City desires to obtain the services of one or more outside organizations to assist with Civil Engineering Services for maintenance and capital improvement projects.

The scope of work includes, but is not limited to, the following:

1. Provide staff and services on an on-call, as-needed basis.
2. Provide civil design and/or construction management services for repair and replacement of City infrastructure.
3. Provide in-house personnel or sub-consultants for civil, mechanical, electrical, and landscaping architecture.
4. Provide the full range of engineering services including preliminary studies, public outreach, drawings, specifications, estimates and other professional services.
5. Respond to plan check comments for building permits.
6. During construction, make on-site visits; review material submittals, shop drawings and test results; respond to RFIs; draft change orders; and review pay estimates.

Typical projects may include maintenance, reconstruction, or new construction of:

1. Street resurfacing
2. Sewer and storm drain pump stations
3. Sewer and storm drain piping
4. Lagoon pumps and weir systems



Billing Rates

Schaaf & Wheeler

CONSULTING CIVIL ENGINEERS

Personnel Charges

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

Current rates by classification are listed below:

Classification	Rate/Hr	Classification	Rate/Hr
Project Manager	\$230	Construction Manager	\$215
Project Engineer	\$220	Senior Resident Engineer	\$185
Senior Engineer	\$205	Resident Engineer	\$165
Associate Engineer	\$185	Assistant Resident Engineer	\$150
Assistant Engineer	\$165	Construction Inspector	\$135
Junior Engineer	\$155		
Designer	\$145		
Technician	\$150		
Engineering Trainee	\$105		

Principal time is \$315 per hour and is charged only for work done in preparation for litigation and other very high level-of-expertise assignments. Court or deposition time as an expert witness is charged at \$420 per hour with a minimum of four hours per day.

Materials and Services

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

These rates are subject to revision semi-annually.

Effective 1/1/17



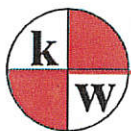
Kier & Wright

HOURLY RATE SCHEDULE

Effective March 1, 2017 through February 28, 2018

PRINCIPAL	\$ 236.00/Hour
PRINCIPAL ENGINEER	\$ 214.00/Hour
SENIOR ENGINEER	\$ 185.00/Hour
PROJECT ENGINEER	\$ 172.00/Hour
ENGINEER II	\$ 142.00/Hour
ENGINEER I	\$ 118.00/Hour
SENIOR SURVEYOR	\$ 193.00/Hour
PROJECT SURVEYOR	\$ 172.00/Hour
SURVEY COORDINATOR	\$ 165.00/Hour
SURVEYOR II	\$ 139.00/Hour
SURVEYOR I	\$ 118.00/Hour
TECHNICAL MANAGER	\$ 155.00/Hour
ENGINEERING TECH II	\$ 138.00/Hour
SENIOR DRAFTSMAN / ENGINEERING TECH I	\$ 119.00/Hour
DRAFTSMAN II	\$ 98.00/Hour
DRAFTSMAN I	\$ 88.00/Hour
SURVEY TECH	\$ 92.00/Hour
1-MAN SURVEY CREW	\$ 165.00/Hour
2-MAN SURVEY CREW	\$ 263.00/Hour
3-MAN SURVEY CREW	\$ 342.00/Hour
TESTIMONY (TRIAL OR DEPOSITION)	\$ 461.00/Hour
PROJECT COORDINATOR	\$ 98.00/Hour
ENGINEERING COORDINATOR	\$ 78.00/Hour
ENGINEERING / SURVEY INTERN	\$ 49.00/Hour

All blueprinting and reproduction will be billed at cost plus 10%. Time spent for preparation for testimony will be billed in accordance with the above hourly rates.



KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

3350 Scott Boulevard, Bldg. 22 • Santa Clara, California 95054 • 408-727-6665 • 408-727-5641 • kierwright.com



CHARGE RATE SCHEDULE

	<u>2016-2017</u>	<u>2017-2018</u>
Principal	\$216.00	\$225.00
Associate	192.00	200.00
Engineering Manager	166.00	173.00
Project Administrator	136.00	144.00
Senior Engineer	150.00	156.00
Project Engineer	135.00	140.00
Staff Engineer	122.00	127.00
Assistant Engineer	112.00	116.00
Junior Engineer	106.00	110.00
Senior Computer Drafter	122.00	127.00
Computer Drafter	106.00	110.00
Junior Computer Drafter	95.00	99.00
Secretarial Services	88.00	92.00
Construction Manager	200.00	208.00
Senior Structural Representative	176.00	183.00
Structural Representative	156.00	162.00
Assistant Structures Representative	125.00	130.00
Senior Bridge Inspector	156.00	162.00
Subconsultants	Cost Plus 10%	
Expenses	Cost Plus 15%	
In-House CADD Plots		
Prints	\$0.30/ sq. ft.	
Plots	\$1.50/ sq. ft.	
Mylar Plots	\$3.00/ sq. ft.	

Charge Rates Applicable October, 1 Thru September 30 each year

**Hourly Fee Rates and Equipment Charges**

Through December 31, 2016



Senior Principal Engineer or Geologist	\$255
Principal Engineer or Geologist	\$235
Senior Risk Assessor	\$200
Senior Project Engineer or Geologist	\$200
Principal Construction Services	\$180
Project Engineer or Geologist	\$175
Senior Staff Engineer or Geologist	\$150
Senior Supervisory Technician	\$145
Staff Engineer or Geologist	\$135
Supervisory Technician	\$135
Engineering Technician	\$135
Technical Illustrator/CAD Operator	\$120
Dispatch	\$110
Administrative Assistant	\$90

Charges for personnel will be made in accordance with the above rates. For field engineers, geologists and technicians, regular rates are normal workday construction hours (Monday through Friday). For time spent over 8 hours in a day, time spent after 5 p.m., time spent on swing shifts, and time spent on Saturdays by field personnel, overtime rates will be charged at 1.5 times the hourly rate. Work on Sundays and holidays and work in excess of 12 hours in one day will be charged at 2.0 times the hourly rate. Field rates are based on a 48 hour notice. For less than a 48-hour notice, a 10 percent surcharge will be added. All field personnel, vehicle and equipment charges are portal to portal. Reproduction of project documents will be charged as a project expense. The hourly rate for professional staff to attend legal proceedings will be 2.0 times the hourly rate specified above.

Equipment Charges		Geotechnical Laboratory Tests		
			Tests Run Outside Workday Hours	Tests Run Outside Workday Hours
Vehicle	\$16 per hour			
Nuclear Density Gauge	\$10 per test			
Slope Inclinometer	\$150 per day			
GPS Unit	\$30 per day			
Hand Auger Equipment	\$45 per day			
Power Auger	\$100 per day			
PDR-1000 Dust Meter (3)	\$300 per day, \$1000 per week, 3500 per month	Compaction Curve	\$300 each	\$450 each
PID ppm, or PID ppb,	\$125 per day, \$550 per week, 1750 per month	Compaction Check Point	\$150 each	\$225 each
Air Pump	\$75 per day, \$350 per week, 1000 per month	Plasticity Index	\$220 each	\$330 each
Weather Station	\$75 per day, \$350 per week, 1000 per month	Sieve/Hydrometer	\$220 each	\$330 each
Benkelman Beam	\$75 per day, \$700 per week, 2500 per month	Moisture Content	\$6 each	\$9 each
Double Ring Infiltrometer	\$100 per day	Moisture/Density	\$25 each	\$38 each
Dynamic Cone	\$100 per day	#200 Wash	\$50 each	\$75 each
Insulated Sample Carrier	\$5 per day	Sieve < ¼ inch Liner (small)	\$115 each	\$170 each
Depth Sounder	\$40 per day	Sieve > ¾ inch Bucket (Large)	\$200 each	\$300 each
Liner and Two Caps	\$10 each	Lime Stability	\$330 each	\$495 each
Core N One Sampler	\$45 each triplicate sample			
Core N One Handle	\$50 each			
Modeling Software	\$25 per hour			
Plotter	\$5 per plot			
55-gallon Drum	\$90 each			

Direct Expenses

Reimbursement for the direct expenses listed below incurred in connection with the Work will be billed at cost plus 18 percent.

- | | |
|---|--|
| 1) Drillers, utility locators, laboratories, contractors, hygienists, and consultants | 5) Large volume copying of project documents |
| 2) Rented vehicles, public transportation, tolls, and air flights | 6) Maps, photographs, and environmental databases |
| 3) Permits and special fees, insurances and licenses required to perform Work | 7) Overnight or same day delivery charges |
| 4) Computer programs and rented field equipment | 8) Copying or production of over-sized figures and plans |

If personnel are assigned to a project 100 miles or more from an office, \$125 per diem per person allowance will be charged. Unless mutually agreed in writing, Cornerstone will hold samples collected during the performance of the Work no longer than thirty (30) calendar days after their date of collection; project samples requested to be held greater than thirty (30) calendar days will be billed at \$100 per every ninety (90) calendar days. If payment is not received within 30 days of invoice date, the samples will be discarded.

Payment - Payment for Work completed is due upon receipt of Cornerstone's statement. Fixed fee or lump sum services will be billed for the agreed fixed fee. A service charge of 1.5 percent per month will be charged on accounts not paid within 30 days.

Prevailing Wage - Client must notify Cornerstone in writing if the Work is subject to "prevailing wage" under local, state or federal laws.



MTH Engineers, Inc.

SCHEDULE OF CHARGES

EFFECTIVE JUNE 2017 THROUGH MAY 2018

PERSONNEL CHARGES

Category	Description	Billing Rate/Hr.
I	Principal Engineer	\$180
II	Supervising Engineer	\$160
III	Senior Engineer	\$145
IV	Engineer	\$135
V	Designer	\$125
VI	CAD Drafting	\$120
VII	Clerical/Technical Support	\$65

The above billing rates are based on personnel salaries, overhead mark-up and profit.

REIMBURSABLE EXPENSES

Expenses for outside special consultants, reproduction, postage and handling, communications, transportation and out-of-town living expenses incurred in the interest of the project will be billed at invoice cost, plus 10% handling charge.

SCHEDULE OF PAYMENT

Invoices are payable within 30 days. A late payment charge, computed at the annual rate of five (5) percent above the Federal Discount Rate, will be billed on any invoiced balance due commencing thirty (30) days after the invoice date.



LANDSCAPE ARCHITECTS, INC.

STANDARD BILLING RATE SCHEDULE

Effective through December 2018

PROFESSIONAL SERVICES

Principal Landscape Architect	\$199.00 / Hour
Associate Principal	\$181.00/ Hour
Senior Project Manager	\$167.00/ Hour
Project Manager	\$147.00 / Hour
Landscape Architect	\$125.00 / Hour
AutoCAD Technician	\$108.00 / Hour
Staff Clerical, Administrative	\$96.00 / Hour

REIMBURSABLE EXPENSES**Subconsultants**

Direct Billing x 1.10

In-House Office Services: As listed below x 1.10**Plotting:**

Color Bond	\$4.55/sf
Black & White Bond	\$2.90/sf
Vellum	\$4.20/sf
Mylar	\$9.50/sf

Transparencies:

Color	\$3.00/each
Black and White	\$2.00/each

Color Laser Prints:

8.5 x 11	\$.50/each
11 x 17	\$.85/each

Blueprints:

24 x 36	\$2.00/each
30 x 42	\$2.50/each

Black & White Laser Prints:

8.5 x 11	\$.10/each
11 x 17	\$.15/each

CD Media:

CDR	\$5.00/each
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Outside Reimbursable Expenses:Reproduction, photography, shipping and postage,
miscellaneous expenses

Direct Cost x 1.10

Travel:

Mileage	\$.535/ mile
Other travel expenses	Direct Cost x 1.10



LANDSCAPE ARCHITECTS, INC.

STANDARD BILLING RATE SCHEDULE

Effective through December 2018

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Mileage	\$.535/ mile
Other travel expenses	Direct Cost x 1.10



SCHA&WH-01

FRANCISCON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 240 Pleasanton, CA 94588		CONTACT NAME: Michelle Costa PHONE (A/C, No, Ext): (925) 660-3508 50028 FAX (A/C, No): (925) 416-7869 E-MAIL ADDRESS: Michelle.Costa@ioausa.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : RLI Insurance Company	
		NAIC # 13056	
INSURED Schaaf & Wheeler, Consulting Civil Engineers 1171 Homestead Road, Suite 255 Santa Clara, CA 95050		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0001578	06/06/2017	06/06/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSB0001578	06/06/2017	06/06/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			PSE0001370	06/06/2017	06/06/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0001278	12/11/2016	12/11/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.			RDP0029206	06/06/2017	06/06/2018	Per Claim 5,000,000
A	Professional Liab.			RDP0029206	06/06/2017	06/06/2018	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of the Named Insured, including the aforementioned project, if any.

General Liability: CITY OF ALAMEDA, its City Council, boards, commissions, officials, employees, and volunteers are included as Additional Insured on Primary & Non-Contributory basis with Waiver of Subrogation included, as required by written contract. Hired & Non-Owned Auto Liability includes Blanket Additional Insured and Blanket Waiver of Subrogation, as required by written contract.

CITY OF ALAMEDA
Risk Management

CERTIFICATE HOLDER

Date

CANCELLATION

Lucretia Akil, City Risk Manager

CITY OF ALAMEDA
Public Works Department
Alameda Point, Building 1
950 West Mall Square, Room 110
Alameda, CA 94501

AUTHORIZED REPRESENTATIVE

Reno Calabrese

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf: ✓

- In the performance of your ongoing operations;
- In connection with premises owned by or rented to you; or
- In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- This insurance does not apply to the rendering of or failure to render any "professional services".
- This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

CITY OF ALAMEDA
Risk Management

✓
Date 10-30-17
Lucretia Akil, City Risk Manager