

**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



**Public Works/  
Planning Department**

711 W. Cinnamon Drive  
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## Staff Report

ITEM NO. 4-5

**To:** Lemoore City Council

**From:** Frank Rivera, Interim Public Works/Planning Director *FR*

**Date:** June 11, 2015 **Meeting Date:** June 16, 2015

**Subject:** Approval – Agreement for City Engineering Services – Quad Knopf, Inc.

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### **Discussion:**

Quad Knopf has provided engineering services to the City of Lemoore for the last seventeen years. During this period the City and Quad Knopf have been working under the original contract agreement signed in 1998. Annually, Quad Knopf has provided the City with their fee schedule which includes a 10% discount. Although the fees have not changed for the upcoming year it was the consensus of both parties to update the City's engineering agreement.

The attached agreement provides for successive one year terms until written notice to the contrary is given by the City or by Quad Knopf, Inc.

### **Budget Impact:**

Fees are paid by the various departments as they pertain to them.

### **Recommendation:**

That the City Council, by motion, approve the attached Agreement for City Engineering Services between the City of Lemoore and Quad Knopf, Inc. and authorize the City Manager to sign.

**AGREEMENT FOR CITY ENGINEERING SERVICES  
BETWEEN  
THE CITY OF LEMOORE AND  
QUAD KNOPF, INC.**

THIS AGREEMENT for consulting services is made by and between the City of Lemoore ("City") and Quad Knopf, Inc., ("Consultant") (together referred to as the "Parties") as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the Engineering Services described in the Scope of Work attached as Exhibit "A", and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall remain in effect until \_\_\_\_\_, 20\_\_\_\_. Thereafter, said agreement is hereby authorized to be extended for successive one-year terms unless and until written notice to the contrary is given by the City or by the Consultant. However, this clause shall not be construed to affect the rights of the City or the Consultant to terminate the Agreement in accord with Section 7. Consultant shall complete the work described in Exhibit "A", unless the term of the Agreement is otherwise terminated, as provided for in Section 7.
- 1.2 Standard of Care.** Consultant shall perform all services required pursuant to this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

The following personnel shall be designated:

City Engineer	Joel R. Joyner
Assistant City Engineer	Matt Hamilton
City Surveyor	Joel R. Joyner
Assistant City Surveyor	_____

- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant the hourly rates described in Exhibit "B", notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit "A", regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein.

- 2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- 2.1.1 The beginning and ending dates of the billing period;
  - 2.1.2 A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion (a fixed fee proposal);
  - 2.1.3 At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense (a time and materials proposal);
  - 2.1.4 The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder (a time and materials proposal);
- 2.2 Monthly Payment.** Consultant shall submit monthly invoices, based on services satisfactorily performed, and for authorized reimbursable costs incurred. Upon receipt of such invoice, the City shall have fifteen (15) calendar days to review the invoice and to notify Consultant of any discrepancies that the City believes may exist in said invoice. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit "B". Fees shall be reviewed annually on or after January 1 of each calendar year and may be adjusted upon the written mutual consent of both parties hereto.
- 2.4 Reimbursable Expenses.** Reimbursable expenses shall be billed per the rates described in Exhibit "B". Reimbursable expenses shall be reviewed annually on or after January 1 of each calendar year and may be adjusted upon the written mutual consent of both parties hereto.

- 2.5 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.6 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 7, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.7 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the City.

**Section 3. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

3.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident.

3.2 **Commercial General and Automobile Liability Insurance.**

3.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting

therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**3.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**3.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, and employees, are to be covered as additional insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, and employees,. Any insurance or self-insurance maintained by the City, its officers, officials, or employees shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after prior written notice has been provided to the City per standard ISO ACORD form wording.

### **3.3 Professional Liability Insurance.**

**3.3.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate covering the licensed professionals' errors and omissions.

**3.3.2 Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

- b. Insurance must be maintained and evidence of insurance must be provided for at least two years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of two years after completion of work under this Agreement.

**3.4 All Policies Requirements.**

- 3.4.1 **Acceptability of insurers.** All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 3.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance evidencing required policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those certificates. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them.
- 3.4.3 **Waiver of Subrogation.** With respect to Commercial General and Auto Liability insurance coverage only, Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- 3.4.4 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**Section 4. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Consultant shall indemnify, and hold harmless City and its officers, officials, employees, and authorized agents from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") to the extent caused by Consultant's negligent acts, errors, omissions or willful misconduct in its performance of the Services, except such Liability caused by the negligence or willful misconduct of City.

Neither party to this Agreement shall be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated,

delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this Agreement, or out of any goods or services furnished hereunder.

**Section 5. STATUS OF CONSULTANT.**

- 5.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 5.2 **Consultant not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 6. LEGAL REQUIREMENTS.**

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 6.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 6.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any

subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

- 6.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract required in the performance of this agreement.

**Section 7. TERMINATION AND MODIFICATION.**

- 7.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination.

- 7.2 **Amendments.** The parties may amend this Agreement only in writing and signed by all the parties.

- 7.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City.

- 7.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**Section 8. KEEPING AND STATUS OF RECORDS.**

- 8.1 **Records Created as Part of Consultant's Performance.** The work and all records relating to it, including, without limitation, all drawings, specifications, reports, summaries, samples, photographs, memoranda, notes, calculations, and other documents developed by Consultant during the period of performance of this agreement is work product and shall be deemed to be the property of Consultant and City for their individual or joint use. A copy of such information will be provided to the City as requested by the City. Any reuse by City without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.
- 8.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 8.3 **Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

**Section 9 MISCELLANEOUS PROVISIONS.**

- 9.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Tulare or in the United States District Court for the Eastern District of California.
- 9.2 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 9.3 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 9.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

- 9.5 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

It is understood and agreed that as Consultant, Quad Knopf shall not undertake work for private clients, except for services that have no relationship to any area of the City's jurisdiction or discretionary authority, within the corporate limits or immediate area of influence of the City throughout the duration of this Agreement. Should any of Quad Knopf's clients for projects in other geographic areas undertake work within the City's jurisdiction or discretionary authority, Quad Knopf shall advise the City. In such cases, at the City's sole election, City may obtain replacement City Engineering Services to review, inspect and approve such developments in order to avoid an actual or the appearance of conflict. If desired by City, Quad Knopf will assist City in such replacement effort.

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

- 9.6 **Project Representation.** Consultant and City shall each designate in writing within ten (10) days from the date of execution of this agreement a representative who shall be responsible for coordinating the efforts of their respective party with regard to the performance of the work as set forth under this Agreement. Representation may be changed upon the mutual agreement of the City and Consultant.

- 9.7 **Responsibilities of City.** The City shall:

9.7.1 Provide full information as to requirements for work performed under this Agreement.

9.7.2 Assist Consultant by placing at his disposal available information pertinent to the work performed including previous reports and other data; all of which Consultant may rely upon in performing the services agreed upon.

9.7.3 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services.

9.7.4 Except when determined not to be in the City's best interest, utilize the services of the Consultant for all of those professional services described in Exhibit A hereto.

- 9.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

- 9.9 **Notices.** Any written notice to Consultant shall be sent to:

Janel Freeman  
Chief Financial Officer  
P.O. Box 3699  
Visalia, CA 93278  
janelf@quadknopf.com

Any written notice to City shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits "A", "B" represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit "A"      Scope of Services  
Exhibit "B"      Fee Schedule

**9.11 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF \_\_\_\_\_

QUAD KNOPF, INC.

\_\_\_\_\_  
BY:  
TITLE:

\_\_\_\_\_  
BY: Janel Freeman  
TITLE: CFO

**EXHIBIT A  
SCOPE OF SERVICES  
ON-CALL PROFESSIONAL SERVICES**

**Scope of Services**

Professional services to be performed Consultant on an as-needed basis as provided herein may include, but are not limited to:

***Civil Engineering***

- Plan checking for new residential subdivisions, commercial, and industrial improvement projects
- Hydraulic analysis of the City's water, sewer, and storm drainage facilities
- Evaluating the City's utilities
- Engineering services or field engineering work on the City's public facility construction projects
- Opinion of probable construction costs
- Special study work on specific projects
- Engineering work related to construction projects, including design, plan and specifications preparation.
- Street and Road Design
- Infrastructure Master Plans and Fee Studies
- Site Plan Review Participation
- Represent City at public or other meetings

***Traffic Engineering***

- Traffic Engineering Design and Reports
- Bicycle and Pedestrian Facilities
- Speed Studies
- Traffic Signalization, Striping and Signage
- Safe Routes to School

### ***Comprehensive and Environmental Planning***

- General Plans
- Comprehensive and Specific Plans
- Master Planning
- CEQA and NEPA compliance
- Housing Studies
- Zoning Ordinances
- Air Quality/ISR

### ***Landscape Architecture***

- City and Regional Master Plans
- Open Space/Recreation Area/Park Plans and Design
- Pedestrian Circulation Master Plans and Design
- Color Graphic renderings

### ***Biology & Environmental Services***

- Plant and Wildlife Species Surveys
- Ecosystem Evaluations
- Wetland Delineations
- Local, State and Federal Agency Permitting
- Habitat Conservation Plans
- Revegetation Planning and Monitoring
- Construction Monitoring

### ***Construction Related Services***

- Construction Management
- Construction Observation

- Project Coordination
- Contract Administration
- Claims Analysis and Support
- Scheduling and Cost Estimating
- State-approved Labor Compliance Program

### ***Surveying/GIS***

- Topographic, ALTA, Boundary and Cadastral Surveys
- Construction Staking
- Right-of-way Acquisitions
- Parcels Maps
- Data Integration Services
- Road and Sign Attribute Inventories
- GIS Strategies and Implementation Plans
- Aerial Photography Coordination
- Web-based GIS Systems

### **Opinions of Probable Construction Cost**

Any opinion of probable construction cost prepared by the Consultant represents a judgment as a professional and is supplied for the general guidance of the City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the City.

### **Construction**

The City agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. Consultant shall not have the authority to stop or reject the work of the construction contractor.

**Contractor Indemnification/Insurance**

The City will include in the general conditions of any construction contract, language which states that the construction contractor is required to hold harmless and defend the City, Consultant, and their agents, employees and consultants, from all suits and actions, including attorneys' fees, and all costs of litigation and judgments of any nature and description arising out of or incidental to the performance of the construction contract or work performed there under. The City, Consultant, their agents, employees and all other consultants shall also be named as additional insureds in any construction contractor's insurance policies.

**Additional Services**

Consultant shall be compensated by City for additional services provided by Consultant as requested in writing by City in accordance with the Hourly Rate Schedule in effect at the time of performance of the additional services and subject to any maximum amount mutually agreed to in writing.

**EXHIBIT "B"**



**2014 Charge Rate Schedule**

Fees shall be reviewed annually on or after January 1 of each calendar year and may be adjusted upon the written mutual consent of both parties hereto.

<b>Office:</b>	
<b>Technical Services</b>	
Project Assistant	\$66 /hour
Project Administrator	\$88 /hour
Assistant CADD Technician/Designer /GIS Technician	\$83 /hour
Associate CADD Technician/Designer /GIS Technician	\$97 /hour
Senior Associate CADD Technician/Designer/ GIS Analyst	\$112 /hour
Senior CADD Technician/Designer /GIS Analyst	\$127 /hour
<b>Professional Services</b>	
<b>Engineering/Survey</b>	
Assistant Engineer/Surveyor	\$110 /hour
Associate Engineer/Surveyor	\$133 /hour
Senior Associate Engineer/Surveyor	\$156 /hour
Senior Traffic Designer	\$156 /hour
Senior Engineer/Surveyor	\$180 /hour
Principal Engineer	\$199 /hour
<b>Planning/Environmental/Entitlement/Landscape Architecture</b>	
Assistant Planner/Environmental Scientist	\$77 /hour
Associate Planner/Environmental Scientist	\$97 /hour
Senior Associate Planner/Environmental Scientist	\$121 /hour
Senior Planner/Environmental Scientist/Entitlement Specialist/Landscape Architect	\$142 /hour
Principal Planner/Environmental Scientist/Entitlement Specialist	\$157 /hour
Senior Principal Planner/Environmental Scientist	\$187 /hour
<b>Field:</b>	
<b>Construction Management</b>	
Assistant Construction Manager	\$110 /hour
Associate Construction Manager	\$129 /hour
Senior Associate Construction Manager	\$148 /hour
Senior Construction Manager	\$165 /hour
Field Construction Observer	\$99 /hour
Associate Field Construction Observer	\$118 /hour
Senior Field Construction Observer	\$138 /hour
<b>Surveying</b>	
One-Person Survey Crew	\$121 /hour
Two-Person Survey Crew	\$198 /hour
Three-Person Survey Crew	\$240 /hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

**Expenses:**

Plotting, In-house Printing and Reproduction, Equipment Rentals, Laboratory Analyses	1.15 x Cost
Transportation and per diem	1.15 x Cost
Mileage	\$0.63/mile
Off-road vehicles	\$50.00/day
Communication expenses (telephone, parcel post, etc.)	1.15 x Cost
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2014. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Litigation support will be billed at \$300 per hour. Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.