



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

April 26, 2022

SUBJECT: Council discussion and consideration to adopt Resolution 12-22 approving an engineering services contract with Coastland Engineering.

PREPARED BY: Jim Goodwin, City Manager

Recommendation

Staff recommends your City Council adopt Resolution 12-22 to approve an engineering services contract with Coastland Civil Engineering.

Background/Discussion

Coastland Engineering was first retained by the City of Wheatland in 2008 to provide engineering services. Dane Schilling currently serves as the City Engineer under the contract. The contract did not have a termination date.

Under current law, expenses for contract services such as planning and engineering are not eligible for reimbursement under certain state and federal funding programs, specifically federal funding for local street and road projects if the contractor providing the service has not been selected through a competitive process at least every five years.

In December 2021 your City Council directed staff to release a Request for Qualifications for both planning and engineering services.

The Request for Qualifications (RFQ) for Engineering Services was released in December 2021. Coastland Engineering was the only firm to respond. The City Manager then negotiated contract terms.

Key contract terms are as follows:

1. The contract is for five years, terminating on April 26, 2027.
2. Consultant's rates for key personnel for Part-One services will increase and then will be held constant for the five-year term of the contract. Consultant's rates have not been adjusted since 2018.
3. The fee schedule for Part-Two services may be adjusted annually.

4. Task orders will be utilized for Part-Two services, which are anticipated to be grant-funded or other special projects stating a "not-to-exceed" amount to ensure charges do not exceed the funds available.

Alternatives

Council may choose not to approve the contract and direct the staff to renegotiate terms or seek other consultants through a new procurement process. Failure to complete a procurement process for these services once every five years renders all local costs for these services non-reimbursable for certain state and federal funding programs, specifically federally funded street and road projects.

Fiscal Impact

The contract does not change current billing practices. It does however lock in consultant's rates for Part-One services for the five-year term of the contract.

Attachments

1. Resolution 12-22
2. Professional Services Agreement with Coastland Engineering

RESOLUTION NO. 12-22

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
COASTLAND CIVIL ENGINEERING**

WHEREAS the City of Wheatland contracts for Engineering Services; and

WHEREAS the City desires to procure such services through a competitive process; and

WHEREAS the City Council directed staff to release a Request for Qualifications for firms interested in providing Engineering services; and

WHEREAS Coastland Civil Engineering was the only firm to respond; and

WHEREAS the City Council finds the firm qualified to provide the services; and

WHEREAS the Wheatland City Council wishes to enter into a contract with Coastland Civil Engineering; and

THEREFORE, the City Council of the City of Wheatland approves the attached Professional Services Agreement with Coastland Civil Engineering and directs the City Manager to Execute the agreement.

PASSED, APPROVED and ADOPTED this 26th day of April 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rick West
Mayor, City of Wheatland

ATTEST:

Lisa Thomason, City Clerk

**City of Wheatland
Services Agreement**

This Agreement is entered into as of the date last signed and dated below by and between City of Wheatland, a municipality (“City”), and Coastland Civil Engineering, LLP (“Consultant”), who agree as follows:

1 Scope of Work

Consultant shall perform the work and render the services described in the attached Exhibit A (the “Work”). Consultant shall provide all labor, services, equipment, tools, material, and supplies required or necessary to properly, competently and completely perform the Work. Consultant shall determine the method, details, and means of doing the Work.

2 Payment

2.1 The fee arrangement is described on the attached Exhibit A.

There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by City. Consultant’s fee includes all of Consultant’s costs and expenses related to the Work.

2.2 At the end of each month, Consultant shall submit to City an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, City shall pay the invoice within 30 days of its receipt.

3 Term

3.1 This Agreement shall take effect on the above date and continue in effect until April 26, 2027, unless sooner terminated as provided below. Consultant must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by City upon 10 days advance written notice to Consultant. In the event of such termination, Consultant shall be fairly compensated for all work performed to the date of termination as calculated by City based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Consultant’s claimed benefit of the bargain.

4 Professional Ability of Consultant

4.1 Consultant represents that it is trained and experienced, and possesses the skill, ability, knowledge, and certification, to competently perform the Work provided by this Agreement, and shall perform such services consistent with the professional skill and care

ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (herein the "Standard of Care"). City has relied upon Consultant's training, experience, skill, ability, knowledge, and certification as a material inducement to enter into this Agreement. All Work performed by Consultant shall be performed consistent with the Standard of Care to be in accordance with applicable legal requirements.

4.2 The following individual is designated as key personnel and is considered to be essential to the successful performance of the work hereunder: Dane Schilling. Consultant agrees that this individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Consultant shall immediately notify City and shall, subject to City's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions must be in writing and contain an explanation detailing the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by City to evaluate the proposed substitution. City shall evaluate Consultant's request and City shall promptly notify Consultant of its decision in writing.

5 Conflict of Interest

Consultant (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Consultant's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work.

6 Consultant Records

6.1 Consultant shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Consultant under this Agreement. City may inspect and audit such books and records, including source documents, to verify all charges, payments, and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7 Ownership of Documents

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Consultant under this Agreement and provided to City (“Work Product”) shall be the property of City, and City shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Consultant or any other party. Consultant may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Consultant shall not provide any Work Product to any third party without City’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Consultant may copyright the same, except that, as to any Work Product that is copyrighted by Consultant, City reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If City reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then City shall hold Consultant harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to City in paper format, upon request by City at any time (including, but not limited to, at expiration or termination of this Agreement), Consultant agrees to provide the Work Product to City in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information

8.1 Consultant shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the City or created by Consultant in connection with the performance of the Work under this Agreement (the “Confidential Material”). Consultant shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by City. Consultant also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by City. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Consultant, and its officers, employees, agents, and subconsultants, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Consultant, or its officers, employees, agents, or subconsultants in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the City or by order of a court or regulatory entity with jurisdiction over the matter. Consultant, and its officers, employees, agents, and subconsultants shall protect the

Confidential Material and treat it as strictly confidential in accordance with applicable law, City policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than City or Consultant, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

8.4 Unless otherwise directed in writing by the City, upon contract completion or termination, Consultant must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the City that such materials have been destroyed.

9 Compliance with Laws

9.1 General. Consultant shall exercise the Standard of Care to perform the Work in compliance with all applicable federal, state and local laws and regulations. Consultant shall possess, maintain, and comply with all federal, state, and local professional licenses and certificates that may be required for it to perform the Work, and shall assist City in obtaining any required permits. Consultant shall comply with all federal, state, and local air pollution control laws and regulations applicable to the Consultant and its Work (as required by California Code of Regulations title 13, section 2022.1). Consultant shall be responsible for the safety of its workers and Consultant shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes:

9.2.1.1 Labor performed during the design and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 (Intentionally Omitted).

9.2.2 Consultant shall comply with applicable provisions of the California Labor Code concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other

requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Consultant also shall comply with Labor Code sections 1775 and 1813, including provisions that require Consultant to (a) forfeit as a penalty to City up to \$200 for each calendar day or portion thereof for each worker (whether employed by Consultant or any subconsultant) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to City the sum of \$25 for each worker (whether employed by consultant or any subconsultant) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Consultant under section 2 of this Agreement exceeds \$25,000, Consultant must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Consultant's Public Works DIR Registration Number: 1000014855

9.3. Consultant may perform some of the Work pursuant to funding provided to the City by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on City and its sub-recipients (the "Funding Conditions"). For any such Work, if City informs Consultant about the Funding Conditions, then Consultant agrees to determine, comply with and be subject to the Funding Conditions that apply to City's Consultants and Consultants performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government's right to inspect Consultant's work, nondiscrimination, workers' compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

10 Indemnification.

10.1 Consultant shall indemnify, defend, protect, and hold harmless City, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Consultant fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its employees, agents or subconsultants. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of City or its employees or agents other than Consultant. Consultant's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Consultant is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the

incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Consultant's total costs incurred pursuant to its duty to defend Indemnitees exceed Consultant's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Consultant at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$5,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$2,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability	\$1,000,000 per claim	

11.1 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name City, its officers, employees, volunteers, and agents as additional insureds regarding liability arising out of the Work. Consultant's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. City's insurance or self-insurance, if any, shall be excess and shall not contribute with Consultant's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to City. Insurance is to be placed with admitted insurers with a current A.M. Best's rating of A-: VII or better unless otherwise acceptable to City. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Consultant agrees to waive subrogation that any insurer may acquire from Consultant by virtue of the payment of any loss relating to the Work. Consultant agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of City for the Work performed by Consultant.

11.2 Proof of Insurance. Upon request, Consultant shall provide to City the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12 General Provisions

12.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive, and integrated expression and statement of the terms of their

contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts, or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 Independent Contractor. Consultant's relationship to City is that of an independent contractor. All persons hired by Consultant and performing the Work shall be Consultant's employees or agents. Consultant and its officers, employees and agents are not City employees, and they are not entitled to City employment salary, wages, or benefits. Consultant shall pay, and City shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Consultant's employees. Consultant shall, to the fullest extent permitted by law, indemnify City, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Consultant's independent Consultant status or employment-related liability.

12.3 Subconsultants. No subcontract shall be awarded, nor any subconsultant engaged by Consultant, without City's prior written approval. Consultant shall be responsible for requiring and confirming that each approved subconsultant meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subconsultant shall obtain the required insurance coverages and provide proof of same to City in the manner provided in section 11 of this Agreement.

12.4 Assignment. This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by City to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.7 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where City's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.8 Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first-class U.S. mail, (c) by a nationally-recognized commercial

overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

City:

City of Wheatland
Attn: Jim Goodwin
City of Wheatland, 111 C Street, Wheatland, CA 95692
E-mail: jgoodwin@wheatland.ca.gov

Consultant:
Coastland Civil Engineering
Attn: Dane Schilling, PE
Associate Principal Engineer
E-mail: schilling@coastlandcivil.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first-class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9 Signature Authority. Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. The Parties may execute and deliver this Agreement and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each Party has signed and delivered at least one counterpart to the other Party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

City of Wheatland:

Dated: _____

By: _____
Jim Goodwin
City Manager

Coastland Civil Engineering, LLP:

Dated: _____

Dated: _____

By: _____
John Wagner, PE
CEO

By: _____
Paul Wade, PE
CFO

EXHIBIT A
SCOPE OF WORK

PART-ONE: COMMUNITY DEVELOPMENT, STREETS, WATER AND WASTEWATER ENGINEERING SERVICES

For all Part-One services, City shall pay Consultant a fee based on Consultant's actual time and material necessarily and actually-expended on the Work in accordance with Subsection G below. The fees in Subsection G will remain in effect through the initial term of the contract.

Part-One Services Include and are subject to the following:

A. Direct Personal Service and Advice

Consultant shall serve as the City Engineer and attend meetings of the City Council, Planning Commission, Public Works Committee or other governing bodies or advisory committees, as requested, to provide general engineering advice and project status communication. Coordinate with city staff as necessary.

B. Review of Subdivision and Site Plan Proposals

As directed by the City Manager, Consultant will review and make recommendations concerning various subdivision and site plan proposals regarding their conformance to applicable federal, state and local codes. Includes review and analysis of drainage plans, traffic impact reports, geotechnical reports and required utility infrastructure. Review of subdivision maps in accordance with the Wheatland Municipal Code and the Subdivision Map Act.

C. Observation of Improvement Installations

As directed by the City Manager, Consultant will observe and assess for conformity to applicable standards, regulations and report upon the installation of site improvements and subdivision public improvements.

D. Project Design, Construction Engineering, Management, and Inspections

As directed by the City Manager, Consultant will perform general engineering/architectural/construction engineering, management, inspections, prevailing wage monitoring/compliance and design projects on arterial and local streets and public works, public buildings and parks citywide. The projects may include storm drain improvements; sanitary sewer improvements; drinking water distribution; curb, gutter and sidewalk replacement; repair and overlay of asphalt concrete streets; signing and striping of streets, traffic signal modifications and installation; and other related projects as required. In addition, Consultant may be asked to undertake mapping and legal description preparation, construction management, staking and inspection, and, occasionally, geotechnical and structural services.

Consultant shall utilize in-house staff and/or sub-consultants satisfactory to the City to complete the assignments. For specialized work for which the Consultant will require a sub-consultants, the Consultant will serve as an administrative liaison between the City and the sub-consultant. The Consultant's mark-up for work performed by sub-consultants shall not exceed five percent (5%). When applicable, services shall be in conformance with all state or federal-aid contract provisions such as DBE procedures, forms, and reporting. If any sub-consultants are used, the Consultant must include a separate scope of work and estimated cost of services.

E. Review, Approval and Direction Concerning Permits and Certificates

As directed by the City Manager, Consultant will review, assess conformity to requirements and take necessary action with respect to issuance of certificates and checking/approval of improvement plans, parcel and final subdivision maps, floodplain management, building permit site plans, encroachment permits and similar regulatory documents.

F. Miscellaneous Services

Provide all other professional engineering services not otherwise classified herein as requested by the City Manager or designee, including attendance at weekly Department Head meetings.

G. Part One Key Personnel, Billing Rates and Charges

Consultant shall provide the staffing at the following rates in connection with Part-One services and no billing rate increases will be allowed for the initial term of the contract (5-years):

<u>Classification</u>	<u>Billing Rate</u>
City Engineer	\$230
Supervising Engineer	\$210
Senior Engineer	\$190
Associate Engineer	\$175
Assistant Engineer	\$160
Sr. Engineering Tech.	\$160
Construction Manager/RE	\$190

Consultant shall maintain qualified staff in each of the key classifications listed above. .

Consistent with Paragraph D, above, Consultant's mark-up on any work performed by subconsultants may not exceed 5% for Part-One Services.

All other billing rates and charges not listed above will be in accordance with the attached schedule of rates (Exhibit A-1) which may be reasonably increased annually by the Contractor.

PART-TWO: PROJECT SPECIFIC SERVICES

All Part-Two Projects require an executed Task Order signed by the City Manager. Consultant will bill according to what is specified in the Task Order. The Task Order will determine whether Consultant bills according to the attached rates (Attachment 1) based on Consultant's actual time and material necessarily expended on the Work in accordance with Consultant's fee schedule, or per the fee schedule in an amount Not-to-Exceed what is specified in the executed Task Order (in a format substantially similar to Attachment 2).

The type of project work anticipated includes:

1. Projects to be completed with project-specific funding either from public or private sources.
2. Any other projects the City Manager determines should require a Task Order.

Consultant rates, overhead, profit, and mark-ups for Part Two services may be subject to state or federal-aid contract limitations and provisions, procedures, and reporting. Unless otherwise limited by state or federal funding requirements, Consultant shall provide Part-Two Services in accordance with the attached schedule of rates (Exhibit A-1), which may be reasonably increased annually by the Consultant.

**EXHIBIT A
ATTACHMENT 1**



SCHEDULE OF HOURLY RATES
July 01, 2022, through June 30, 2023

<u>PROFESSIONAL SERVICES</u>	<u>2022-2023</u>
Principal Engineer	\$220 - \$240/hour
Supervising Engineer	\$190 - \$210/hour
Senior Engineer	\$175 - \$190/hour
Associate Engineer	\$160 - \$175/hour
Assistant Engineer	\$140 - \$160/hour
Junior Engineer	\$130 - \$140/hour
Senior Engineering Technician	\$150 - \$170/hour
Engineering Technician	\$135 - \$150/hour
Engineering Aide	\$110 - \$130/hour
Resident Engineer	\$170 - \$190/hour
Construction Manager	\$155 - \$190/hour
Assistant Construction Manager	\$140 - \$160/hour
Construction Inspector*	\$145 - \$175/hour
Construction Administrator	\$100 - \$110/hour
Building Plan Check Engineer/Architect	\$160 - \$190/hour
Building Official and/or CASp	\$160 - \$190/hour
Supervising Building Inspector	\$165 - \$180/hour
Senior Building Inspector	\$140 - \$160/hour
Building Inspector (I & II)	\$115 - \$135/hour
Supervising Plans Examiner	\$165 - \$180/hour
Senior Plans Examiner	\$140 - \$160/hour
Plans Examiner (I & II)	\$115 - \$135/hour
Supervising Permit Technician	\$135 - \$145/hour
Senior Permit Technician	\$125 - \$135/hour
Permit Technician (I & II)	\$100 - \$120/hour
Administrative	\$100 - \$110/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.

TASK ORDER # _____
(Project Name)

Date:

Owner: City of Wheatland
Jim Goodwin
111 C Street, Wheatland, CA 95692
jgoodwin@wheatland.ca.gov

Consultant: Firm Name
Address
Phone
Email
Contact

Original Project Contract: Wheatland Engineering Service Contract

Funding Source to be Billed: (Example: Prop 68 Per Capital Grant)

The Consultant is hereby authorized to perform the following work subject to the provisions of the Contract identified above:

Fee (Not to Exceed or Time/Materials): \$ _____

Scope:

Payment and Invoicing Procedures

Invoicing and Payment is per Professional Services Agreement executed on _____.

The undersigned consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

City of Wheatland

Consultant: _____

Dated: _____

Dated: _____

Title: City Manager

Title: _____

Print Name: Jim Goodwin

Print Name: _____

Signature: _____

Signature: _____