



Council Agenda Report

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Yolanda Bundy, Environmental Sustainability Director

Approved by: Steve McClary, Interim City Manager

Date prepared: June 9, 2021 Meeting date: June 28, 2021

Subject: Professional Services Agreement for Geotechnical Consulting Services

RECOMMENDED ACTION: Authorize the Mayor to execute a professional services agreement with Cotton, Shires and Associates to provide geotechnical consulting services.

FISCAL IMPACT: Funding for this agreement was included in the Proposed Budget for Fiscal Year 2021-2022 in Account Nos. 101-2004-5100 (Building Safety - Professional Services) and 101-2010-5100 (Wastewater - Professional Services). The projected expenditure totals \$665,000 and includes General Fund anticipated annual revenue of \$950,000. The total cost for geotechnical services will be dependent upon applications received and demand for services. The City will receive 30% of administration fees on all geotechnical costs.

WORK PLAN: This item has been included as Item 4.m.1 in the Proposed Work Plan for Fiscal Year 2021-2022.

DISCUSSION: The Environmental Sustainability Department utilizes consulting firms to provide specialized services such as engineering geology, geotechnical engineering, and coastal engineering. On February 18, 2021, a Request for Proposals (RFP) for a contract consultant for geotechnical consulting services was distributed. The RFP outlined the scope of work for the disciplines requested by the City. The RFP required applicants to enumerate the firm's capabilities and experience in providing these requested services. In addition, identification of primary personnel for each firm was required. The City received a proposal from one (1) firm, Cotton, Shires and Associates, Inc.

The City utilized Cotton, Shires and Associates to provide specialized consulting services during the Woolsey Fire and the COVID-19 pandemic and has experienced consistent and excellent service. Based on the quality of the RFP package, and the quality of service currently provided, staff suggests authorizing the Mayor to execute a two-year agreement with Cotton, Shires and Associates.

ATTACHMENTS:

1. Professional Services Agreement for Cotton, Shires and Associates, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of June 28, 2021 by and between the City of Malibu (hereinafter referred to as the "City"), and Cotton, Shires and Associates, Inc. (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for consulting services to provide complete geotechnical services. These services include Engineering Geology, Geotechnical Engineering, Coastal Engineering, and Environmental Health reviews.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on July 1, 2021, and will remain in effect for a period of two (2) years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule (Exhibit B). No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without

limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the

singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will

nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:	Steve McClary Interim City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 224 FAX (310) 456-2760	CONSULTANT:	Mike Phipps Principal Engineering Geologist Cotton, Shires & Associates, Inc. 699 Hampshire Road, Suite 101 Thousand Oaks, CA 91361 TEL (805) 807-9001
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6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges

his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials MSA

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

This Agreement is executed on _____, 2021, at Malibu, California, and effective as of July 1, 2021.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, Acting City Clerk
(seal)

CONSULTANT:

By: Michael B. Phipps
Principal Engineering Geologist

APPROVED AS TO FORM.
THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE _____
JOHN COTTI, Interim City Attorney



City of Malibu

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Scope of Work (Exhibit A)

1. Review and evaluate engineering geology and geotechnical engineering reports. Reviews shall be performed with reference to the City's "[Guidelines for the Preparation of Engineering Geologic and Geotechnical Engineering Reports & Procedures for Report Submittal](#)". Provide City staff with specific recommendations regarding the acceptability of such reports and provide detailed review comments to bring the report in compliance with City requirements.
2. Review and evaluate coastal engineering reports. Reviews shall be performed with reference to the City's "[Guidelines for the Preparation of Coastal Engineering Reports](#)". Provide City staff with recommendations as to the acceptability of such reports and provide detailed review comments to bring the report in compliance with City requirements.
3. Review and evaluate environmental health project submittals in accordance with City requirements. Provide the City staff with recommendations as to the acceptability of such reports and provide detailed review comments to bring the report in compliance with City requirements.
4. Update / maintain the City's Coastal Engineering Guidelines, as appropriate, to maintain conformance with standards of practice and applicable City and State codes and ordinances. This shall be done with each code cycle in addition to City codes and ordinances.
5. Update / maintain the City's Geotechnical Guidelines, as appropriate, to maintain conformance with latest state regulations, laws and acceptable engineering geological and geotechnical engineering practices. This shall be done with each code cycle in addition to City codes and ordinances.
6. Review foundation and grading plans for proposed development projects to ensure compliance with applicable geotechnical recommendations.
7. Review "As Built" geotechnical engineering and geological reports for adequacy/ completeness.
8. Provide field observation and recommendations as to adequacy / completeness during grading or during other geotechnical aspects of construction projects, as requested by the City. Review field testing procedures being implemented by the developer's geotechnical consultant, as requested by the City.
9. Perform conformance reviews and plan check of conventional and alternative onsite wastewater treatment systems (a.k.a., private sewage disposal systems). Evaluate land development projects with respect to compatibility with existing onsite wastewater systems' capacity and layout.
10. Hold routine office hours at City Hall.

11. Provide 24-hour on-call emergency response services as necessary to evaluate existing or pending geological hazards (or damages resulting therefrom) to public or private property, including earthquakes, landslides, mud / debris flows, flooding, fires and any other natural hazards. When requested, provide recommendations to the Building Official regarding the necessity for yellow-tagging or red-tagging structures threatened by geological hazards.
12. Assist City staff in processing excavation permits for geotechnical consultants to perform subsurface exploration on properties in the City as part of the geotechnical investigation.
13. Peer Review of Environmental Site Assessments and Hazardous Materials Issues.
14. Review geological / geotechnical section of various Environmental Impact Reports (EIR) and Specific Plans for adequacy / completeness as requested by the Planning Department.
15. Maintain one (1) individual as the contact for all communication with the City.
16. Furnish assigned personnel with all necessary materials, resources, and training to conduct reviews, including a current copy of applicable City amendments, policies, procedures, and forms.
17. Provide the applicant designee and the City a list of items needing clarification or change to achieve conformance with all State, Federal, or local regulations.
18. Plan approval shall not be recommended to the City until all code compliance issues are resolved to the best of the applicant's knowledge, and all requirements of the City have been satisfied.
19. Perform services within ten (10) business days upon receipt notification that a review has been authorized.
20. Receive final review and approval by the City on all Code interpretations.
21. Respond within one (1) business day to questions from the City.
22. Attend and participate in local and regional meetings on behalf of the City; including locations other than Consultants office and Malibu City Hall.
23. Calculate / Recalculate appropriate review fees based on the City's most current fee schedule.
24. Accept any and all documents electronically; including utilization of OnBase (records management system), Development Database (permitting software), and any additional electronic formats accepted by the City.
25. Provide training for City staff, including graphic handout materials.
26. Make presentations to City Council, public, and other agencies as requested by City staff.



City of Malibu

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Compensation for Services (Exhibit B)

The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his designee.

The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

Fixed Fee Services:

Fixed Fees shall include an initial planning review and one response review. Additional reviews will be performed on a time and materials basis.

Service Performed	Staff Name	Title	Consultant Rate
Peer Review			
Geotechnical Review:			
Single Family Residence – Complex	Lauren Doyel Chris Dean Ali Abdel-Haq Mike Phipps Matt Janousek Chris Sexton Frank Fong Solishia Andico Jerry Hernandez Canaan Stanley	Principal Geotechnical Engineer Supervising Engineering Geologist Principal Geotechnical Engineer Principal Engineering Geologist Supervising Geotechnical Engineer Senior Engineering Geologist Senior Geotechnical Engineer Staff Geologist Staff Geologist Project Coordinator	\$3,252
Single Family Residence – Standard			\$2,236
Commercial, Multi-Family, Guest House, Second Unit			\$3,049
Swimming Pool, addition, remodel, retaining walls, seawalls, slope repairs			\$2,032
Onsite wastewater treatment systems (OWTS), foundation repairs			\$1,525
Subdivisions, tract maps			# of lots x \$2,236
Lot line adjustments, buildable lot created			\$2,236 (std.) or \$3,252 (complex)
Plan check review			\$711
Time and materials review			\$162/hour
Project Coordination			Canaan Stanley
Coastal Engineering Review:			
Standard (NSFR, substantial improvements, NOWTS)	Mike Phipps Lauren Doyel Frank Fong Ali Abdel-Haq	Principal Engineering Geologist Principal Engineer Senior Engineer Principal Engineer	\$1,132
Minor (unsubstantial improvements, remodels, additions)			\$525
Complex			\$2,265
Plan Check			\$525
Time and materials review			\$162/hour

Service Performed	Staff Name	Title	Consultant Rate
Environmental Health Review:			
Non-OWTS Review - Simple	Matt Janousek Solishia Andico Chris Sexton	Supervising Engineer Staff Geologist Principal Geologist	
Planning Phase			\$584
Building Plan Check Phase			\$219
OWTS Review - Standard			
Planning Phase			\$1,533
Building Plan Check Phase			\$1,095
OWTS Review – Complex Commercial			
Planning Phase			\$4,956
Building Plan Check Phase			\$2,841
OWTS Review - Reduced Setbacks			\$584
Time and materials review			\$146/hour
Counter Hours:			
Geotechnical	Chris Dean Mike Phipps Ali Abdel-Haq Lauren Doyel	Supervising Engineering Geologist Principal Engineering Geologist Principal Geotechnical Engineer Principal Geotechnical Engineer	\$162 / hour
Coastal Engineering	Mike Phipps Lauren Doyel Ali Abdel-Haq	Principal Engineering Geologist Principal Geotechnical Engineer Principal Geotechnical Engineer	\$162 / hour
Environmental Health	Matt Janousek Solishia Andico	Supervising Engineer Staff Geologist	\$146 / hour

Professional Services:

Fees for professional services other than peer review and associated ESD services are based on an hourly rate.

Service Performed	Staff Name	Title	Hourly Rate
Engineering Oversight/QA-QC	Patrick Shires, GE, RGP	Senior Principal Engineer	\$240
Geology Oversight/QA-QC	John Wallace, CEG	Senior Principal Geologist	\$240
Geotechnical Engineering Lead	Ali Abdel-Haq, GE	Principal Engineer	\$215
Engineering Geology Lead	Mike Phipps, CEG	Principal Geologist	\$215
Geotechnical Investigations Civil Design/PS&E/Survey	Matt Janousek, GE	Supervising Geotechnical Engineer	\$190
Geotechnical Support/Analysis	Sam Nolan	Senior Engineer	\$165
As-needed in-house testing	multiple staff	Senior Lab Technician	\$105
Admin/Project Coordination	Canaan Stanley	Project Coordinator	(\$81 or half of geo hourly rate)
Misc. Construction Observation & Testing (all departments)	Jerry Hernandez Solishia Andico	Senior Field Technician	\$105 (prevailing wage)*
PW Construction Observation (Engineer)	Matt Janousek, GE	Supervising Geotechnical Engineer	\$190
Miscellaneous projects	Misc. staff	Principal Engineer/Geologist	\$215
Miscellaneous projects	Misc. staff	Supervising Engineer/Geologist	\$190
Miscellaneous projects	Misc. staff	Senior Engineer/Geologist	\$165

Service Performed	Staff Name	Title	Hourly Rate
Miscellaneous projects	Misc. staff	Staff Engineer/Geologist	\$150
Miscellaneous projects	Misc. staff	Staff Engineer/Geologist	\$135
Miscellaneous projects	Misc. staff	CAD/Tech. Illustrating/Drafting	\$100
Miscellaneous projects	Misc. staff	GIS Specialist	\$135
Env/Haz Waste Assessment/Remediation	Greg Millikan	HSE Manager	\$165
Training	Various staff	Various Staff	NO CHARGE
Attend Meetings	Various Staff	Various Staff	\$162
Emergency Response	Chris Dean Mike Phipps Lauren Doyel Ali Abdel-Haq Chris Sexton Matt Janousek	Senior Geologist Principal Geologist Principal Engineer Principal Engineer Principal Geologist Supervising Geotechnical Engineer	\$162
Planning Commission Hearing Attendance	Chris Dean	Senior Geologist	\$162
City Council Meeting Attendance	Mike Phipps Lauren Doyel	Principal Geologist Principal Geotechnical Engineer	
Consultation to Legal	Mike Phipps Pat Shires	Principal Geologist Senior Principal Engineer	\$215 \$240
Judicial Proceedings	Phipps/Shires	Principal/Sr. Principal	\$2800 / day
Expert / Witness Testimony	Phipps/Shires	Principal/Sr. Principal	\$2,800 / day
Depositions (Expert Witness)	Phipps/Shires	Principal/Sr. Principal	\$350 / hour
Depositions (Percipient Witness)	Depends on request	Supervising/Principal	\$190 / \$215
Weekend Work / Overtime	N/A	N/A	N/A

**Prevailing Wage, Straight Time*

Laboratory Testing and Geophysical Service Charges:

Laboratory testing and geophysical services shall be charged on a time and materials basis. Laboratory samples shall be stored for 60 days after the date of final report submittal unless special arrangements are made for longer storage.

Equipment and Supply:

	Rate
Inclinometer System	\$175 / day
Piezometer Data Acquisition System	\$100 / day
Total Station Surveying Equipment	\$250 / day
GPS/ Reflectorless Surveying Equipment	\$350 / day
Nuclear Moisture/ Unit Weight Gauge	\$150 / day
Rope Climbing Safety Equipment	\$250 / day
Multi-Channel Seismograph or ReMi System	\$300 / day

All rates listed above shall include overhead costs including, but not limited to salaries, benefits, insurance, office expenses, mileage, and courier service. If staff substitutions are necessary, or if staff is promoted, the original rates listed above will still apply.

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:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. 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:

- a. 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.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. 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:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. 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 TO 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or

"loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured
Cotton, Shires and Associates, Inc.

Policy No. PSW0003773
Insurance Company
RLI Insurance Company

Endorsement No.

Countersigned By _____