

SERVICES AGREEMENT (PROFESSIONAL SERVICES)
On-Call Engineering and Multidisciplinary Professional Services
City Agreement No. _____

City Budget Code: Various CIP Expenditure Accounts

This Services Agreement (Professional Services) for On-Call Engineering and Multidisciplinary Professional Services ("**Agreement**") by and between the City of Napa, a California charter city ("**City**"), and BKF Engineers ("**Consultant**"), is effective on the date last signed by the City, which is identified on the signature page as the "Effective Date."

RECITALS

A. The City desires to obtain the services more particularly described in this Agreement and Exhibit "A," and generally including professional engineering services on an on-call basis.

B. On September 4, 2025, the City issued a request for proposals for on-call professional CIP Engineering and Multidisciplinary Services, and on September 30, 2025, the Consultant submitted a proposal demonstrating the Consultant's qualifications and experience to provide such services

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Services. Consultant, acting in its capacity as an engineering consultant, licensed and in good standing under California law, will perform the services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit "A"** and incorporated herein by reference ("**Services**"), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City's authorized representative, Farid Javandel, Senior Transportation Engineer ("**City's Authorized Representative**").

1.2. Standard of Care. In performing the Services, Consultant will meet the applicable standard of care for, and exercise the degree of skill and diligence ordinarily used by reputable professionals within the greater San Francisco Bay Area who provide the same or similar type of professional services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant's qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

1.6. Time for Performance. Consultant will commence and complete all Services by the date and within any timeframes set forth in Exhibit "A." Services for which times for performance are not specified in

ATTACHMENT 1

this Agreement will be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction from the City's Authorized Representative. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

1.7. Errors and Omissions. Consultant is solely responsible for costs arising from its errors and omissions, including increased construction costs or delay costs. Upon City's request, Consultant will promptly correct its errors and omissions, at no cost to the City.

1.8. Unsatisfactory Services. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant will promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed \$1,000,000, without prior written authorization from the City. If the City authorizes Consultant to perform services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.2. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns Becky Dower to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing

written notice of any change to the other party.

TO CITY: Farid Javandel, Senior Traffic Engineer
CITY OF NAPA
P.O. Box 660
NAPA, CA 94559-0660
fjavandel@cityofnapa.org

TO CONSULTANT: Dan Schaefer, Principal-in-Charge
BKF Engineers
111 Santa Rosa Avenue, Suite 100
Santa Rosa, CA 95404

5. TERM. The term of this Agreement begins on the Effective Date, and ends three (3) calendar years from the Effective Date, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. CITY'S RIGHT TO TERMINATE. The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

7. DEFAULT AND DISPUTE RESOLUTION.

7.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, or the City has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session will take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement, are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

8. INFORMATION AND RECORDS.

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8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement. Consultant's obligations under this section will survive the termination of this Agreement.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product.

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved;

9.2. Name and contact information of any witness;

9.3. Name and address of the injured or deceased person(s); and

9.4. Name and address of Consultant's insurance company.

10. INDEMNIFICATION. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to Consultant's or its subconsultants' negligence, recklessness, or willful misconduct in the performance of the Services under this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. To the extent that Services are "design professional services," as defined by Civil Code Section 2782.8, the cost to defend charged to the Consultant will not exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.

11. INSURANCE. Consultant will not perform Services under this Agreement until Consultant has obtained all insurance required under Section 11 and such insurance has been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. The City of Napa is now utilizing an online insurance verification system called PINS Advantage. After being selected for an agreement with the City, Consultant/Contractor will receive an email with instructions to log into the PINS Advantage System. Consultant/Contractor shall upon receiving the email noted above, log into the system and upload Certificates of Insurance and any endorsements required by this Agreement. For questions or issues with setting up your PINS Advantage account, please contact insurancecerts@cityofnapa.org. All requirements provided in this Section must appear either in the body of the insurance policies or as endorsements and must specifically bind the insurance carrier.

11.1. Policies and Limits. Without limiting Consultant's indemnification obligations in Section 10, Consultant will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subconsultants:

11.1.1. Commercial General Liability Policy. Consultant must procure and maintain Commercial General Liability Insurance (CGL) at least as broad as CG 00 01 (occurrence form), with minimum limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury, property damage, products and completed operations, and contractual liability.

11.1.2. Automobile Liability Policy. Consultant must procure and maintain Automobile Liability Insurance at least as broad as ISO Form number CA 0001, Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles and all vehicles used in the performance of this Agreement with minimum limits not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability.

11.1.3. Workers' Compensation. Consultant must procure and maintain Workers' Compensation in such amounts as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both Consultant and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the Services and Employer's Liability with minimum limits of \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant must file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

11.1.4. Professional Liability. Consultant must procure and maintain Professional Liability Insurance appropriate to the Consultant's profession covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of the Services and any physical property damage, bodily injury or death resulting therefrom, with limits not less than \$2,000,000 combined single limit per occurrence and in the aggregate. The insurance must include a vicarious

liability endorsement to indemnify, defend, and hold harmless the City for claims arising out of the Consultant's Services and an extended reporting endorsement, for a period of not less than four years from the date of completion of those Services. The policy inception date or retroactive date must coincide with or precede the Effective Date of this Agreement (including subsequent policies purchased as renewals or replacements).

11.2. Endorsements.

11.2.1. The CGL and automobile liability policies must contain an endorsement naming the City, its officers, elected or appointed officials, employees, volunteers, and agents as covered parties for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.2.2. All policies of insurance provided by Consultant pursuant to this Agreement will be primary and non-contributory to any coverage maintained by the City. Any insurance carried by City will not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its subconsultants, affiliates, officers, directors, employees, subsidiaries, parent company, or agents, if any.

11.2.3. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured. Additionally, if the CGL insurance or other form of insurance with a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

11.3. All Policies.

11.3.1. For all insurance policies required under this Agreement, each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.3.2. Any deductible or self-insured retention will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City.

11.3.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

11.3.4. The coverage types and limits required pursuant to this Agreement will in no way limit the liability of Consultant.

12. CONFLICTS OF INTEREST. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant

does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

12.4. Subsequent Contracts. Unless otherwise specified in Exhibit "A," Consultant's duties and Services under this Agreement do not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City will at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Unless otherwise specified in Exhibit "A," Consultant's participation in the planning, discussions, or drawing of project plans or specifications will be limited to conceptual, preliminary, or initial plans or specifications. Consultant will cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement, if any.

13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Napa business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

14. GENERAL PROVISIONS.

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14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated, without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

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15.2. Signatures; Electronic Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. The parties agree that this Agreement may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

By: _____
Julie B. Lucido, Public Works Director

Date: _____
("Effective Date")

CONSULTANT:
BKF Engineers, a California corporation

By: _____
Greg Hurd, CEO

By: _____
Dan Schaefer, Secretary

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Christopher Diaz, Interim City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

1.0. SCOPE OF SERVICES. Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.

1.1. TYPE OF SERVICES The professional services may include, but are not limited to, the following activities conducted to industry standards:

- Public outreach/stakeholder outreach
- Preliminary and final engineering of the project of streets, highways or building facilities
- Environmental technical studies
- Environmental Document
- Environmentally sensitive areas
- Geotechnical/geology
- Street, highway & facility designs
- Pedestrian and bike path
- Risk register
- Landscaping
- Mapping including topography
- Street design, including repair/replacement of curb, gutter, sidewalk, driveways, ramps, street trees, signs, pavement, etc.
- Facility design
- Structural analysis and design
- Geotechnical/geology work
- Traffic signal design
- Striping and signage analysis
- Traffic studies
- Storm drain infrastructure analysis and design, including hydrology and hydraulic analysis
- Erosion control and design of Best Management Practices
- Floodplain analyses
- Mapping existing utilities and evaluating new/existing utility conflicts
- Right-of-Way services including R/W engineering, appraisal and acquisitions for permanent and temporary easements
- Permits from resource or other agencies as appropriate

- Constructability reviews
- Preparation of engineering plans, specifications and estimates (PS&Es) in City or other approved format, as appropriate
- Construction Support services including attendance at construction meetings, responses to requests for information, review of contract submittals, and evaluation of design changes during construction

2.0. SCHEDULE OF PERFORMANCE.

2.1. REQUESTS FOR SERVICES. Upon request by City, Consultant will provide the Services described above, beginning on _____, 20__, and ending on _____, 20__. The Services will be provided for a variety of individual matters, as required by the City. Upon request by the City's Authorized Representative for Consultant to perform Services for a particular matter, Consultant will provide a written estimate of the time within which Services for the matter will be completed, and the estimated cost for providing the requested Services. Following written authorization from the City's Authorized Representative, Consultant will perform and complete the Services as specified in the written authorization. Consultant is not entitled to payment for any Services performed without a written authorization, or for Services that exceed the scope of a written authorization. For purposes of this Section, the written estimate and written authorization may be provided on paper or in an electronic form.

3.0. PREVAILING WAGE COMPLIANCE. If this Agreement includes work performed during the "design and preconstruction phases of construction" (including inspection or field surveying services), as defined by "Prevailing Wage Laws" (as set forth in the California Labor Code, including section 1720 et seq.), the City hereby determines that those Services are "public works," and this Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, and all related regulations, including requirements pertaining to wages, working hours, and workers' compensation insurance, and the following provisions. Subconsultants performing "public works" under this Agreement are subject to all of the requirements of this Section.

3.1. Prevailing Wages. Consultant must comply with the prevailing wage requirements applicable in Napa County for each craft, classification, or type of worker needed to perform the Services, including employer payments for health and welfare, pension, vacation, and apprenticeship. The prevailing wage rates are on file with the City Engineer's office and are also available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each such worker the difference between the applicable prevailing wage rate and the amount actual paid to the worker.

3.2. Working Hours. Pursuant to Labor Code section 1810, eight hours of labor constitutes a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty, the sum of \$25 for each day during which a worker employed by Consultant is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such worker is paid overtime wages pursuant to Labor Code section 1815. All Services must be performed during City's regular business days and hours, except as otherwise specified in this Agreement or subject to City's prior written authorization.

3.3. Payroll Records. Consultant must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and any implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Consultant must certify under penalty of perjury that the information in the payroll is true and correct and complies with the requirements of Labor Code sections 1771, 1861, and 1815. Consultant must electronically submit certified payroll records as required by Labor Code section 1771.4(a).

3.4. Apprentices. If the total compensation payable under this Agreement is \$30,000 or more,

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- Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.
- 3.5. Compliance. The Agreement is subject to compliance monitoring and enforcement by the DIR. Pursuant to Labor Code section 1725.5, Consultant must be registered with the DIR to perform public works projects, subject to any applicable exceptions, if any. Consultant must post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4. Pursuant to Labor Code section 1861, by executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Labor Code 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing performance of the work on this contract."

EXHIBIT "B"

**COMPENSATION RATES AND CHARGES
And
AUTHORIZED EXPENSES AND RATES**

Consultant will be compensated for time reasonably necessary to provide the Services based on the following hourly rate schedule, subject to the not-to-exceed limit in Section 2.1 of the Agreement:

6. RATE SCHEDULE

BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2025

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PROJECT MANAGEMENT	
Principal in Charge	\$317.00
Senior Project Executive	\$294.00
Project Executive	\$287.00
Senior Project Manager Senior Technical Manager	\$278.00
Project Manager Technical Manager	\$273.00
Engineering Manager Surveying Manager Planning Manager	\$251.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$233.00
Project Engineer Project Surveyor Project Planner	\$205.00
Design Engineer Staff Surveyor Staff Planner	\$179.00
BIM Specialist I, II, III	\$179.00 - \$205.00 - \$233.00
Technician I, II, III, IV, V	\$170.00 - \$181.00 - \$198.00 - \$213.00 - \$230.00
Drafter I, II, III, IV	\$133.00 - \$146.00 - \$158.00 - \$175.00
Engineering Assistant Surveying Assistant Planning Assistant	\$111.00
FIELD SURVEYING	
Survey Party Chief	\$233.00
Instrument Person	\$200.00
Survey Chainperson	\$150.00
Utility Locator I, II, III, IV	\$122.00 - \$172.00 - \$207.00 - \$235.00
Apprentice I, II, III, IV	\$92.00 - \$124.00 - \$137.00 - \$145.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$305.00
Senior Construction Administrator	\$266.00
Resident Engineer	\$197.00
Field Engineer I, II, III, IV	\$179.00 - \$205.00 - \$233.00 - \$250.00
FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	\$218.00
Funding Strategies Manager	\$200.00
Funding/Research Analyst I, II, III, IV	\$137.00 - \$158.00 - \$168.00 - \$185.00
PROJECT ADMINISTRATION	
Project Coordinator	\$149.00
Senior Project Assistant	\$128.00
Project Assistant	\$113.00
Clerical Administrative Assistant	\$95.00

Expert witness rates are available upon request. Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.

ATTACHMENT 1

RATE SCHEDULE

EFFECTIVE THROUGH DECEMBER 2026

I. HOURLY FEES

HOURLY FEES FOR SERVICES OF:	RATE PER HOUR:
Partner	\$240.00 - \$255.00
Principal	\$225.00 - \$240.00
Associate Principal	\$210.00 - \$225.00
Senior Associate	\$190.00 - \$210.00
Job Captain	\$170.00 - \$190.00
Planner	\$170.00 - \$190.00
Sr. Irrigation Designer	\$205.00 - \$215.00
Community Outreach Facilitator	\$190.00 - \$210.00
Marketing Coordinator	\$140.00 - \$200.00
Administrative/Drafter	\$140.00 - \$160.00

II. EXPENSES (REIMBURSABLES)

- A. Consultants at approximately the same rates indicated above or on consultant fee schedules.
- B. Other direct expenses at cost which may include:
 - 1. Printing and reproduction costs.
 - 2. Mileage and travel costs.
 - 3. Miscellaneous

Hourly rates may be adjusted annually and shall apply for any services rendered after that date. These adjustments are not limited to the rate per hour ranges listed above, and will not affect the total amount of compensation for services.



DECEMBER 2024

SCHEDULE OF STANDARD CONTRACT PROVISIONS
AND BILLING RATES

LSA

HOURLY BILLING RATES EFFECTIVE DECEMBER 2024

Job Classification						Hourly Rate Range ¹
Environmental Planning	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	\$245-\$315
Associate	Associate	Associate	Associate	Associate	Associate	\$170-\$260
Senior Planner	Senior Transportation Planner/Engineer	Senior Air Quality/ Noise Specialist/ Noise Engineer	Senior Archaeologist/ Architectural Historian/ Paleontologist	Senior Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/Arborist	Senior GIS Specialist	\$110-\$240
Planner	Transportation Planner/Engineer	Air Quality/ Noise Specialist/ Noise Engineer/ Climate Change Specialist	Archaeologist/ Architectural Historian/ Paleontologist	Biologist/Botanist/ Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/Arborist	GIS Specialist	\$110-\$165
Assistant Planner	Assistant Transportation Planner/Engineer	Air Quality/ Noise Analyst	Field Archaeologist/ Paleontologist	Assistant Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/Arborist	Assistant GIS Specialist	\$95-\$175
Office Services						
Marketing						\$0-\$185
Office Assistant						\$110-\$145
Project Accountant						\$110-\$135
Document Management/Technical Editing/Graphics						\$115-\$160

¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about December 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

LSA IN-HOUSE DIRECT COSTS¹

Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production	\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive	\$5.00 per drive	Aerial Photo	Cost
Plotting	\$3.75 per sq. ft.	GPS Unit	\$75.00 per day
Aerial Drone	\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day

¹ Direct costs shall be reimbursed at cost plus 10 percent.



2025 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$375
Senior Project/Program Manager.....	340
Project/Program Manager.....	290
Assistant Project/Program Manager.....	265
Senior Project Coordinator.....	210
Project Coordinator.....	175

ENGINEERING

Principal Engineer.....	\$325
Lead Engineer.....	285
Supervising Engineer.....	270
Senior Project Engineer.....	245
Project Engineer.....	220
Associate Engineer.....	200
Assistant Engineer.....	185

SURVEYING

Principal Surveyor.....	\$295
Lead Surveyor.....	285
Supervising Surveyor.....	245
Senior Project Surveyor.....	220
Project Surveyor.....	195
Associate Project Surveyor.....	185
Assistant Project Surveyor.....	170
Party Chief (PW).....	200
Chainperson (PW).....	170
One-Person Survey Crew (PW).....	240

TECHNICAL SUPPORT

CADD Manager.....	\$210
Supervising Technician.....	185
Senior Technician.....	175
Engineering Technician.....	140

CONSTRUCTION MANAGEMENT

Principal Construction Manager.....	\$355
Senior Construction Manager.....	305
Senior Resident Engineer.....	295
Resident Engineer.....	285
Structure Representative.....	280
Construction Manager.....	245
Assistant Resident Engineer.....	225
Sr. Construction Inspector (PW).....	210
Construction Inspector (PW).....	195
Office Administrator.....	155

PLANNING

Practice Lead.....	\$300
Senior Technical Specialist.....	265
Technical Specialist.....	240
Principal Planner/Scientist.....	200
Senior Planner/Scientist.....	185
Associate Planner/Scientist.....	155
Assistant Planner/Scientist/Monitor.....	135
Planning Technician/Field Monitor.....	110
Senior GIS Technician.....	175
GIS Technician.....	135
Labor Compliance Officer.....	160
Labor Compliance Analyst.....	120
Senior Housing Manager.....	225
Housing Manager.....	185
Principal Housing Analyst.....	165
Senior Housing Analyst.....	140
Housing Analyst.....	110

GOVERNMENT SERVICES

City Engineer.....	\$280
Deputy City Engineer.....	250
Assistant City Engineer.....	235
Plan Check Engineer.....	195
Permit Engineer.....	185
City Inspector.....	175
Senior City Inspector (PW).....	210
City Inspector (PW).....	195
Principal Stormwater Specialist.....	240
Senior Stormwater Specialist.....	210
Stormwater Specialist.....	180
Stormwater Technician.....	160
Building Official.....	275
Senior Building Inspector.....	210
Building Inspector.....	185
Senior Grant Writer.....	200
Grant Writer.....	190
Associate Grant Writer.....	170
Assistant Grant Writer.....	155

ADMINISTRATIVE SUPPORT

Senior Management Analyst.....	\$210
Management Analyst.....	180
IT Technician.....	150
Graphics/Visualization Specialist.....	160
Administrative Assistant.....	110

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to 5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate.

Rev. 6/3/2025

www.plantoplace.com



LOCATION AND BILL RATES

Business Address

PLAN to PLACE
1020 B Street
San Rafael, CA 94901

2025-2026 BILL RATES (rate schedule shall be effective from August 2025 through June 30, 2026):

- **Principal** = \$290/hr
- **Sr. Engagement Specialist** = \$255/hr
- **Outreach Specialist + Graphic Designer** = \$185/hr

Direct Costs will be dependent on the scope of work but may include – travel/mileage, print and workshop material costs, website hosting, etc.



Santa Rosa Office
3501 Industrial Drive, Suite A
Santa Rosa, CA 95403
707-544-1072

Napa Office
1041 Jefferson St, Suite 4
Napa, CA 94559
707-252-8105

SCHEDULE OF CHARGES
Effective January 1, 2025

Unless agreed otherwise, work is charged for on a time and expense basis in accordance with the following schedule of charges:

PERSONNEL	2025/hour	2026/hour	2027/hour	2028/hour
Principal	\$250	\$260	\$260	\$260
Associate	\$205	\$215	\$215	\$215
Senior Engineer/Geologist	\$195	\$205	\$205	\$205
Project Engineer/Geologist	\$175	\$185	\$185	\$185
Staff Engineer/Geologist	\$150	\$160	\$160	\$160
Field Engineer	\$140	\$150	\$150	\$150
Field Engineer (Prevailing Wage)	\$180	\$190	\$190	\$190
Graphics	\$110	\$120	\$120	\$120
Administrative Support	\$90	\$100	\$100	\$100

EQUIPMENT	2025	2026	2027	2028
Seismic Site Class (ReMiNode)	\$500/day	\$600/day	\$600/day	\$600/day
Slope Inclinator Instrument	\$200/day	\$250/day	\$250/day	\$250/day
Coring Machine	\$400/day	\$500/day	\$500/day	\$500/day
Infiltration Test Apparatus	\$200/day	\$250/day	\$250/day	\$250/day
Sonic Echo Foundation Test Gauge	\$200/day	\$250/day	\$250/day	\$250/day
Specialty Software (i.e. SLOPE/W, VolFlo)	\$70/hour	\$80/hour	\$80/hour	\$80/hour

CONCRETE	2025	2026	2027	2028
Concrete Compression Testing - Set of 4 Cylinder Breaks	\$200	\$240	\$240	\$240
Shotcrete Panel (Includes coring, compression testing of 4 cores, and disposal)	\$400	\$480	\$480	\$480
Each Additional Cylinder Break	\$50	\$60	\$60	\$60
Each Additional Core Break	\$100	\$120	\$120	\$120

OTHER

Travel time is charged at regular rates. Vehicle mileage is charged at the current federal rate. For court appearance, expert witness testimony, or deposition the charge is \$400 per hour for the principal, associate, and project level professional and \$280 per hour for all others, payable in advance. Four and eight hour minimums apply for court appearance.

Time worked in excess of 8 hours per day and Saturday/night work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day and Sundays/holidays will be charged at 2 times the hourly rate.

Outside services including laboratory analysis, consultants, subcontractors, equipment not listed above, outside reproduction, aerial photographs, meals, lodging, shipping and special equipment or services not listed above are charged at cost plus 10 percent.

Geotechnical, Geological and Laboratory Services



Rates

W-Trans rates are typically adjusted at the beginning of each calendar year. As the City has asked for rates that would be good for the current fiscal year (through June 2026), the following rates would be applicable for the full tenure of the contract. All expenses would have a 10-percent surcharge; travel would be at the mileage rate established by the IRS.

FY 2025-2026 Staff Billing Rates

Position	Billing Rate (per hour)
Senior Principal	\$325 – \$380
Principal	\$240 – \$325
Senior Engineer/Planner	\$205 – \$235
Engineer/Planner	\$190 – \$220
Associate Engineer/Planner	\$160 – \$190
Assistant Engineer/Planner	\$135 – \$165
Technician/Administrative	\$125 – \$160
Intern	\$40 – \$80
Field Technician	\$30 – \$75

ZFA STRUCTURAL ENGINEERS

► 2025 hourly rates

Executive Principal	\$280
Principal	\$235
Associate Principal	\$210
Senior Associate	\$195
Associate.....	\$185
Senior Engineer.....	\$165
Engineer.....	\$150
Engineer – Designer	\$130
Project BIM Manager.....	\$150
Senior BIM Technician	\$140
BIM Technician.....	\$120
Engineering Support.....	\$80

Rates valid August 2025 through June 30, 2026



Hayward (Corporate) | Fresno | Los Angeles | Sacramento | F. (408) 988-0103 Utility Locating - Ground Penetrating Radar (GPR) - Electromagnetic Pipe Locators Structural Concrete Scanning - Potholing Vacuum Excavation - CCTV Pipe Inspection Mobile LIDAR Scanning - 3D Scanning - 3D Utility Mapping - Gas Standby - www.besstestlab.com
 DBE 34267 - CSLB 817532 - DIR 100007058 - MBE 1208095 - SBE 38952 - SLEB 18-00111 - ISN 400231830

BESS Utility Solutions Rate Schedule 2025

Services	Hourly Rate	Night/OT Rate	Emergency Rate
Project Management	\$310		
Project Coordination	\$158		
Utility Foreman	\$205		
Licensed Professional (Civil / Surveyor)	\$215		
LIDAR / UAV / Data Processing and Extraction	\$137		
CAD Technician	\$125		
Reports / Sketches / Clerical	\$125		
Administrative Support	\$125		
Data Processing and Extraction	\$142		
Utility Location & Gas Transmission Standby			
1-Person Utility Designation w/ GPR & EM Pipe Locator	\$205	\$410	\$410
2-Person Utility Designation w/ Multi Antenna GPR	\$410	\$819	\$819
1-Person Gas Transmission Stand by w/truck and equipment	\$215	\$431	\$431
Potholing, Saw Cutting and Vacuum Excavation			
2-Person Utility Potholing w/ air vacuum truck	\$429	\$644	\$859
1-Person Utility Potholing w/ hydro vacuum truck	\$343	\$515	\$687
2-Person Utility Potholing w/ hydro vacuum truck	\$429	\$644	\$859
2-Person Key Hole & Surface Restoration w/ equipment	\$347	\$520	\$693
1-Person Dump Truck Crew w/equipment	\$257	\$386	\$515
1-Person Saw Cutting Crew w/ Equipment	\$220	\$330	\$440
2-Person Saw Cutting Crew w/ Equipment	\$347	\$521	\$694
Traffic Control			
1-Person Traffic Control w/ arrow truck	\$175	\$262	\$349
2-Person Traffic Control w/ arrow truck	\$280	\$421	\$561
1-Person Flagger / TC Helper	\$158	\$237	\$316
GPR Concrete Scanning and Coring			
1-Person GPR Concrete Scanning w/ equipment	\$210	\$315	\$420
1-Person GPR Concrete Scanning w/ equipment Prevailing Wage	\$281	\$422	\$563
1-Person Coring w/ equipment	\$175	\$262	\$349
1-Person Coring w/ equipment Prevailing Wage	\$184	\$276	\$368
CCTV Camera - Video Inspection			
2-Person CCTV Pipe Inspection w/ Main Line Crawler Unit	\$361	\$542	\$722
2-Person CCTV Pipe Inspection w/ Lateral Line Push Unit	\$350	\$524	\$699
2-Person Hydro Flushing w/ hydro vacuum truck	\$429	\$644	\$859
Surveying and Mapping			
1-Person Survey Crew - GPS / Robotic / 3D Scanner	\$223	\$335	\$447
2-Person Survey Crew - GPS / Robotic / 3D Scanner	\$318	\$477	\$636
2-Person Survey Crew - Mobile LIDAR Scanner	\$394	\$591	\$788
2-Person Survey Crew - UAV Data Collection	\$318	\$477	\$636

NOTE: Rates are portal to portal from our nearest office. Mobilization may apply for distances further than 50 miles from nearest office.

Additional Cost

1-Person Utility Support Truck	\$175	\$262	\$350
1-Person General Labor Hourly Rate	\$175	\$263	\$351
1-Person Operator Hourly Rate	\$184	\$291	\$389
1-Person Utility Truck Mobilization Rate	\$125		
Air/hydraulic Utility Truck Mobilization Rate	\$315		
CCTV Specialty Utility Truck Mobilization Rate	\$315		
Traffic Control Plans - non-stamped (per sheet)	\$420		
Traffic Control Plans - Stamped (per sheet)	\$630		
Mileage, if applicable	Current IRS Rate		
Lodging and meals, applies when over 50 miles	Current GSA Rate		
Remote Hose Per 25' Section (3" 4" or 6" 10")	\$30/Each		
Off site disposal of Non-Hazardous Material	\$1,200/Load		
Off-Road Vehicle Rental	Cost +30%		
Outside reproductions, shipping, services and consultants	Cost +30%		
Cost of specialty field supplies, rental equipment, bridge tolls etc.	Cost +10%		

Conditions

Work site must be safe and prepared in advance prior to scheduling our crews (if managed by client)
 Show up cost is a 4 hour minimum per our hourly rates (Per National Pipe Line agreement)
 Minimum charge is 4 hours
 Over time applies after eight hours of work on site and weekends (Emergencies and Sundays are double time)
 Rates above apply to day shift (typical BESS day shift hours are 7:00 AM to 3:30 PM).
 Night rate applies outside of normal shift hours.
 Overtime after 8hrs on site up to 12hrs and Saturdays
 Overtime after 12hrs, Emergency, Sundays and Holidays
 5% escalation applies for multi year contracts