RESOLUTION NO. 2011-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AWARD OF CONTRACT FOR DESIGN SERVICES AGREEMENT WITH WINZLER & KELLY FOR 2011 VARIOUS STREETS OVERLAYS PROJECT NO. 2010-09

WHEREAS; the City desires to improve various streets with overlays and upgrade ramps in the specified work area of the Project;

WHEREAS, the City requires the services of an experienced design firm to prepare environmental documentation and coordination, any required permitting, construction drawings, bid specifications, and construction cost estimates for the Project;

WHEREAS, the City issued a Request for Proposals;

WHEREAS, Winzler & Kelly was deemed to have the necessary skills and experience to perform the required tasks to successfully complete the design process for the Project; and

WHEREAS, Winzler & Kelly will perform design services under the provision set forth in the MASTER AGREEMENT between the City and WINZLER & KELLY hereto dated January 25, 2011.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve an agreement by and between Winzler & Kelly, a California Corporation, and the City of Rohnert Park, a municipal corporation, for Design Services for 2011 Various Streets Overlays Project No. 2010-09 for an amount not to exceed $52,406.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute this agreement in substantially similar form to the attached agreement for and on behalf of the City of Rohnert Park.

DULY AND REGULARLY ADOPTED this 25th day of January, 2011.

CITY OF ROHNERT PARK

Mayor

ATTEST:

City Clerk

AHANOTU: AYE CALLINAN: AYE MACKENZIE: AYE STAFFORD: AYE BELFORTE: AYE
AYES: (5) NOES: (0) ABSENT: (0) ABSTAIN: (0)

WINZLER & KELLY TASK ORDER NO. 2011-03

CITY OF ROHNERT PARK
AND
WINZLER & KELLY CONSULTING ENGINEERS

AUTHORIZATION TO PROVIDE DESIGN SERVICES FOR
2011 VARIOUS STREETS OVERLAYS PROJECT NO. 2010-09

SECTION 1 – PURPOSE

The purpose of this Task Order is to authorize and direct **WINZLER & KELLY CONSULTING ENGINEERS** to proceed with the work specified in Section 2 below in accordance with the provisions of the MASTER AGREEMENT between the City of Rohnert Park ("City") and **WINZLER & KELLY CONSULTING ENGINEERS** ("Consultant") hereto dated **_____, 2011**.

SECTION 2 – SCOPE OF WORK

The items authorized by this Task Order are presented in Attachment "A" - Scope of Services.

SECTION 3 – COMPENSATION AND PAYMENT

Compensation shall be as provided in the MASTER AGREEMENT between the parties hereto referenced in SECTION 1 above. The total cost for services as set forth in SECTION 2 shall be actual costs (time and materials) based on Consultants' standard labor charges in accordance with the provisions of the MASTER AGREEMENT and as shown in Attachment "B" for an amount not-to-exceed $**52,406**.

SECTION 4 – TIME OF PERFORMANCE

The work described in SECTION 2 shall be completed by **May 10, 2011**, or as extended by the City Manager.

SECTION 5 – ITEMS AND CONDITIONS

All items and conditions contained in the MASTER AGREEMENT for professional services between City and Consultant are incorporated by reference.

Approved this _____ day of **January, 2011.**

CITY OF ROHNERT PARK

_____

Gabriel Gonzalez, City Manager (Date)
Per Resolution No. 2011-08 adopted by the Rohnert Park City Council at its meeting of January 25, 2011

WINZLER & KELLY

_____

By: Name and Title (Date)

WINZLER & KELLY

_____

By: Name and Title (Date)

City of Rohnert Park

2011 Various Streets Overlay Project No. 2010-09

Scope of Work

Our proposed scope of work is presented below. If selected, we will work with you to refine the scope of work to meet your specific needs and expectations for this project.

Task 1.0 – Project Management

1.1 Prepare Work Plan

Prepare a work plan identifying all major tasks and milestones. Staff assignments, contact information, scope of services, and detailed schedule breakdown will be developed under this task. The work plan communicates to all project team members the goals and objectives of the project, who is responsible, and when tasks start and stop.

1.2 Project Kickoff Meeting

Schedule a kickoff meeting with City staff. The meeting will be used to communicate project work plan, proposed design schedule, establish goals, provide coordination, set field visit times/dates and obtain input from staff on existing conditions and pavement repair options.

1.3 Monthly Progress Reports/Meetings

Prepare and submit progress reports each month summarizing the work accomplished during the billing period, the work to be accomplished in the upcoming billing period, critical issues requiring resolution, and budget status. Progress reports provide the City with a summary of the work progress and overall project status. Meet with City staff at completion of 50% and 90% design submittal reviews to review City comments. The review will cover plans, estimate of probable costs, project constraints, key technical specifications, and division zero specifications including measurement and payment.

1.4 Utility Coordination

Review the existing utility information provided by the City for the project sites. City provided utility information includes water, sewer, storm drainage and traffic signal. Send information request letters to various utility providers to submit as-built drawings delineating location of utilities. Utility providers are PG&E (electricity, lighting and natural gas), AT&T (telephone) and Comcast (CATV). Request utility owners to field locate their facilities. It is understood that information on existing utilities provided by utility owners may not be complete (for example, vertical location of certain utilities may not be available) and cannot be verified during design. Utility information provided by the owners of the utilities will be compared against information obtained during the field visits to approximate the location of the existing utilities on the plans. Potholing by the Contractor during construction may be required to verify locations and adjustments or relocation of existing utilities may be required.

Task 1.5: Project Quality Performance

As part of our standard of care, Winzler & Kelly will perform Quality Control (QC) through the duration of the project and Quality Assurance (QA) reviews of all project deliverables prior to submittal. Overall QA reviews for each submittal will be performed by our Project Principal. The QA review effort will also include review of subconsultant documentation.

Mr. Alex Culick will serve as the QA/QC Manager. Quality assurance is performed at two levels by our team.

The first is a thorough, independent technical review, consisting of an independent quality control check coordinated by Mr. Culick. This review is conducted at important stages of the project to review the technical direction of the project. The second level of quality assurance is the detailed technical review of each submittal by Mr. Culick.

Task 2.0 – Permitting and Environmental Documentation

2.1 Permitting

Through preliminary research, it is assumed that no regulatory or Caltrans permits would be required for the Project. The Project limits are not within Caltrans right-of-way. Because project improvements would not extend below subgrade, potential hazardous soils/water should not be encountered. Therefore, no Regional Water Quality Control Board permits should be needed.

2.2 Environmental Analysis and Documentation

It is assumed that the project would qualify for Categorical Exemption (CEQA). Winzler & Kelly will perform the following analysis in the Project Area to confirm that additional environmental documentation would not be required: floodplain locations relative to the Project limits, review of the US Fish and Wildlife website to confirm no federally listed threatened or endangered species are located within the project area, and Hazardous Materials Assessment Technical Memorandum (see Task 3.6 below).

Task 3.0 – Preliminary Design – Evaluation of Pavement Repair Options

3.1 Site Visit / Meet with City

Conduct detailed field visits to all project sites, as necessary. The purpose of the field visits is to refine mapping, verify existing conditions, and identify constructability issues and locations requiring specific repairs. The project team will take additional detailed notes and photos as needed for later use during field surveying and project design. Attend one meeting with City staff to discuss repair options submitted under Task 3.2. Also discuss edge grinding options, overlay thickness, and ADA ramp improvement options.

3.2 Development and Evaluation of Pavement Repair Options

Obtain and review past geotechnical reports and pavement management data. Develop repair methodology for entire length of roadway, including typical repair details and structural sections (using Caltrans Highway Design Manual methods) for each type of repair section. Where reasonably available,

Winzler & Kelly will obtain and review pavement management data and past geotechnical reports within the project area for adjacent subdivisions and other developments from the City. Prepare a brief Technical Memorandum to summarize and rank the following repair options based on a desired 20 year service life:

- Conventional HMAC overlay with digouts
- Conventional HMAC deep lift sections and overlay
- Use of pavement reinforcing fabrics and crack sealants
- Identification and treatment of failed pavement sections
- Full-width and wedge grinding requirements to achieve desired cross slopes

Provide construction unit cost estimates for typical roadway repair section types. Discuss the use of limited pavement corings to refine recommendations and evaluation of pavement repair options. Summarize results in technical memorandum.

3.3 Field Survey (Optional)

Winzler & Kelly's survey crew, with a registered Professional Land Surveyor (PLS), will conduct limited topographic survey for detailed design of specific ADA ramps which may be difficult to meet required slopes based on field conditions. It is assumed that the locations of existing utility information will be documented from non-survey field investigations and City utility maps. The locations of utilities on drawings will be approximate and will include water valves, sewer and storm drain manholes, monuments, storm drain catch basins and drop inlets, gas valves, and utility vaults (PG&E, Telephone and CATV).

3.4 Office Surveying/Drafting (Optional)

Field survey information will be reconciled using AutoCAD 2010. Horizontal and vertical control will be based on City monuments. Temporary benchmarks will be left at both sites for the Contractor's use during construction.

3.5 Geotechnical Review and Consultation

Review of City-provided information such as As-built drawings or past geotechnical reports. Consult with the Design Team to determine the most appropriative rehabilitation option(s). Review plans and specifications as they are prepared to check that the intent of geotechnical recommendations have been understood and implemented.

3.6 Geotechnical Investigation

Conduct limited geotechnical subsurface investigations (approximately 6 – 8 cores) of specific locations identified within the project extents to provide more definitive information on existing pavement structural section dimensions (asphalt concrete – AC, aggregate baserock – AB, and aggregate subbase – ASB) and allow for sampling and laboratory testing of subgrade soils. Coring and sampling would require approximately one full day in the field. Traffic control would be provided. Existing AC, AB, and ASB (if any) sections would be measured and a sample of subgrade would be collected for laboratory testing. Core holes would be backfilled and patched with cold patch AC. R-value testing would be performed on

representative subgrade samples. The results from the testing and recommendations will be summarized in a brief letter report.

3.7 Hazardous Materials Assessment

Perform hazmat research using Regional Water Quality Control Board Geotracker database to identify if contamination may be present in the project area. Summarize results in Preliminary Design Technical Memorandum with recommendations for additional action, if necessary.

Deliverables

- Preliminary Design Technical Memorandum summarizing repair options (5 copies)
- Final Geotechnical Letter Report (5 copies)

Task 4.0 – 50% Design

4.1 50% Plans

Provide 50% plans using City provided aerial background mapping/associated subdivision improvement plans/as-built drawings/benchmark information/and utility information to clearly illustrate limits of pavement repair, type of repair, striping, signage, location of detectable warning surfaces, sewer/storm drain manhole riser replacements, utilities to be raised to grade, curb and gutter replacement locations, curb ramp upgrades for the ADA ramps listed in the RFP as well as other items required for the project. ADA ramps will be shown schematically to scale on the drawings based on the understanding that they will be field designed and constructed by the construction contractor using standard details. The 50% plans shall be sufficiently detailed to serve as the basis of the 90% submittal. Comments and recommendations provided by the City shall be incorporated into the 90% plans. It is assumed that the City will distribute 50% documents and return one consolidated comment review package. Drawings will be prepared using AutoCAD 2010.

Plans will be prepared at a scale of 1"=40' (unless otherwise approved by the City). It is anticipated that the following plan sheets (8 total sheets) will be included in the 50% and subsequent submittals:

<u>Sheet Description</u>

General Sheets – *(2)*
Street Rehabilitation Plans – *(4)*
Civil Details and Structural Sections – *(2)*

4.2 50% Specifications

Outline specifications will use the latest version of the City of Rohnert Park boilerplate Contract Document and Specifications for the project. The specifications will include a project description, description of bid items, and a consolidated list of submittals for the project. Funding requirements will be incorporated into the specifications. Written documents will be produced using Microsoft Word.

4.3 50% Quantities and Estimate of Probable Cost

Prepare estimate of probable cost (Excel spreadsheet) at the 50% design level. Construction contingency will be included.

Deliverables

- Check Set of 50% full-size (22"x34") Plans (3 copies)
- Outline specifications and 50% estimate of probable cost (2 copies)

Task 5.0 – 90% Design

5.1 90% Plans

Provide 90% plans. The 90% plans shall be substantially complete and sufficiently detailed to serve as the basis of the Final submittal. Comments and recommendations provided by the City shall be incorporated into the 90% plans. It is assumed that the City will distribute 90% documents and return one comment review package.

5.2 90% Specifications

Provide updated 90% specifications including City comments from the 50% review. Testing requirements within the specifications shall follow the City's Quality Assurance Program.

5.3 90% Quantities and Estimate of Probable Cost

Prepare estimate of probable cost at the 90% design level. Construction contingency will be included.

Deliverables

- Check Set of 90% full-size (22"x34") Plans (3 copies)
- 90% Specifications (2 copies)
- 90% Estimate of Probable Cost (2 copies)

Task 6.0 – Final Design

6.1 Final Plans, Specifications and Estimate of Probable Cost (PS&E)

Provide complete set of biddable contract documents and final estimate of probable construction cost.

6.2 Prepare Draft Staff Report

Prepare draft staff report (at least 45 days prior to bid opening) for presentation to City Council requesting to authorize advertisement of bids.

Deliverables

- Final Stamped/Signed full-size Plans (1 Mylar copy)
- Final Stamped/Signed, camera ready Specifications (2 copies)
- Final Estimate of Probable Cost (2 copies)

- CD electronic copy of final Plans and Specifications (pdf format)

Task 7.0 – Bid Assistance

7.1 Project Addenda

Prepare addenda (up to 2) using the City's addendum form and distribute to all known plan holders.

7.2 Prepare Notice to Bid

Prepare advertisement for bids and submit to the local newspaper (Press Democrat) and the City's five local Trade Journals/Plan Check Houses 30 days prior to the bid opening.

7.3 Bid Document Duplication and Distribution

Duplicate and distribute bid packages to local building exchanges and Contractors/sub-Contractors. Maintain list of plan holders. Collect payment for bid packages to offset duplication costs.

7.4 Attend Pre-Bid Meeting (Optional)

Attend one pre-bid meeting at the City office to field questions from interested parties. It is assumed that the City will prepare a written record of attendance and items discussed.

7.5 Respond to RFI's

Respond to questions from plan holders and document the responses.

7.6 Prepare Conformed Construction Documents

Incorporate addenda into conformed set of plans and specifications.

Deliverables

- Stamped/Signed full-size Conformed Plans (10 copies)
- Stamped/Signed, Conformed Specifications with addenda (10 copies)
- CD electronic copy of Conformed Plans and Specifications

7.7 Bid Result Tabulation

Attend public bid opening at the City office. Verify completeness of bid packages. Tabulate bid results and provide letter of Recommendation of Award (staff report) to the City.

Deliverables

- Bid Notice and advertisement
- Addenda
- Bid Tab
- Letter of Recommendation of Award (staff report)

Task 8.0 – Construction Management/Inspection/Administration (Optional)

8.1 Pre-Construction Services

Schedule and attend pre-construction meeting at City offices to coordinate Work and discuss items of particular importance including all items potentially affecting funding for the Project. Prepare agenda.

Attendees shall include the City, design engineer/construction manager, Contractor and major sub-contractors.

Prepare pre-construction photo and video log documenting existing conditions of the project site and adjacent improvements and provide copies to City in digital format.

Review contractor's initial construction schedule for completeness, adherence to project requirements and ease of monitoring progress.

8.2 Construction Management and Observation

It is assumed that City staff will be the Resident Engineer for the Project. Winzler & Kelly will provide full-time, on-site daily construction observation services and part-time CM services. The CM will maintain project records and files. The Construction observer will observe work for conformance with construction contract requirements, including permit and mitigation requirements/compliance. Recommend course of action to the City if compliance is not being met. Construction observer will prepare daily inspection reports documenting observed construction activities. It is assumed that the City, acting as Resident Engineer, will review all daily reports and weekly statement of working days and sign each document. Construction observer will supplement daily reports with photo documentation and provide CD of photos to City at project completion. Observer will verify Contractor's record drawing markups are being recorded on a timely basis. Construction observer will prepare a final punch list. It is assumed that the construction duration requiring onsite observation will be approximately 40 – 45 working days.

8.3 Review Contractor Submittals/Construction Schedule

Review submittals of shop drawings, materials, test reports, and manufacturer cut-sheets. Evaluate construction schedule and work with Contractor to manage critical deadlines. Maintain log of all submittals.

8.4 Respond to RFI's.

Review up to ten Contractor RFI's (or RFC's) and provide written responses. Maintain log of all RFI's and document responses.

8.5 Construction Testing

Coordinate geotechnical observation/testing services by geotechnical subconsultant. Perform sampling and conformance testing of import AB and AC per Caltrans standards, laboratory and field density testing of compacted subgrade, ASB, AB, and AC per Caltrans Standards, sampling and conformance strength testing of project concrete (as requested). Provide a brief summary letter of laboratory, field, and conformance testing upon satisfactory completion of the project. Item does not include coordination or testing for potential hazardous materials or contaminated soils.

8.6 Construction Progress Meetings

Organize and conduct bi-weekly progress meetings with Contractor and City staff to review schedule and construction progress, and identify/manage potential claims issues. Prepare and distribute meeting agendas and minutes.

8.7 Process Change Orders/Claims

Manage Contractor requests for change orders/claims. Verify costs associated with such work. Negotiate change order costs and requests for time extension. Provide photo documentation of all extra work/conditions constituting the basis of Contractor's claims/change orders.

8.8 Process Progress Payments/Prepare Monthly Reports

Review and process monthly progress payment requests and maintain running summary of work/payment to date. Negotiate differences in payment quantities. Prepare monthly progress report including updated schedule and provide to the City.

8.9 Project Closeout

Incorporate as-built markups from Contractor and provide City with one set of Record Drawings. Provide City with a complete set of all project records, indexed and filed, with a listing of warranties provided with the project including warranty duration. Document verification of permit closeout with permitting agencies. Verify post-mitigation measures have been implemented. Issue letter of Substantial Completion to the City with recommendation that a Notice of Completion be filed. Prepare and forward draft Notice of Completion to City staff and record the Notice of Completion following approval by City Council.

Deliverables

- Processed Progress Payment Requests (monthly)
- Letter of Substantial Completion
- Notice of Completion
- Approved Submittals
- Construction Observation Reports and Photo Logs
- Materials Testing and Inspection Records and Final Reports
- Meeting Records
- Record Drawings (1 full-size copy and electronic pdf copy)

WINZLER & KELLY - PROJECT FEE ESTIMATING SHEET

Project Name: 2011 Various Streets Overlay Project No. 2010-09 **Client:** City of Rohnert Park

Prepared by: Matt Kennedy **Date:** January 11, 2010

Job Number: P02056-1002-32

	LABOR COSTS												FEE COMPUTATION		
LABOR CATEGORY >	PIC	Proj. Mgr.	Proj. Eng.	Sr. Planner	LLS	2-Person Crew	Const. Mgmt.	Inspect Field Tech	CAD Designer	WP	PA	TOTAL HOURS	*OTHER DIRECT COSTS	Sub-con-sultant(s)	TOTAL
RATE >	$220	$155	$130	$115	$145	$280	$130	$105	$115	$85	$85				FEE
Task / Item	/Hr	/Hr	/Hr	/Hr	/Hr	/Hr	/Hr	/Hr	/Hr	/Hr	/Hr				
TASK- 1.0 Project Management															
1.1 Prepare Work Plan	1	1								1		3	$18		$478
1.2 Project Kick-off Meeting		1	1									2	$12		$297
1.3 Monthly Progress Reports / Meetings		2										2	$12		$322
1.4 Utility Coordination			2								1	3	$18		$363
SUBTOTAL TASK 1.0	**1**	**4**	**3**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**1**	**10**	**$60**	**$0**	**$1,460**
TASK- 2.0 Permitting & Environmental Documentation															
2.1 Permitting				1							1	2	$12		$212
2.2 Environmental Analysis & Documentation				2						1		3	$18		$333
2.3												0	$0		$0
SUBTOTAL TASK 2.0	**0**	**0**	**0**	**3**	**0**	**0**	**0**	**0**	**0**	**1**	**1**	**5**	**$30**	**$0**	**$545**
TASK- 3.0 Preliminary Design															
3.1 Site Visits / Meet with City		7	8					8			1	24	$144		$3,194
3.2 Develop / Evaluate Pavement Repair Options		2	8						2		1	13	$78		$1,743
3.3 Field Survey (Optional)												0	$0		$0
3.4 Office Survey / Drafting (Optional)												0	$0		$0
3.5 Geotechnical Review and Consulation		1										1	$6	$2,220	$2,381
3.6 Geotechnical Investigation		1	2									3	$18	$3,531	$3,964
3.7 Hazardous Materials Assessment			2							1		3	$18		$363
SUBTOTAL TASK 3.0	**0**	**11**	**20**	**0**	**0**	**0**	**0**	**8**	**2**	**1**	**2**	**44**	**$264**	**$5,750**	**$11,644**
TASK- 4.0 50% Design															
4.1 50% Plans	1	2	22						38		1	64	$384		$8,229
4.2 50% Specifications		1	14							3	1	19	$114		$2,429
4.3 50% Estimate			8									8	$48		$1,088
SUBTOTAL TASK 4.0	**1**	**3**	**44**	**0**	**0**	**0**	**0**	**0**	**38**	**3**	**2**	**91**	**$546**	**$0**	**$11,746**
TASK- 5.0 90% Design															
5.1 90% Plans	1	2	22						32		1	58	$348		$7,503
5.2 90% Specifications		1	14	8						3	1	27	$162		$3,397
5.3 90% Estimate			7									7	$42		$952
SUBTOTAL TASK 5.0	**1**	**3**	**43**	**8**	**0**	**0**	**0**	**0**	**32**	**3**	**2**	**92**	**$552**	**$0**	**$11,852**
TASK- 6.0 Final Design															
6.1 Final Plans, Specifications & Estimate	1	4	30	8					22		4	69	$614		$9,144
6.2 Draft Staff Report										1		1	$6		$91
6.3												0	$0		$0
SUBTOTAL TASK 6.0	**1**	**4**	**30**	**8**	**0**	**0**	**0**	**0**	**22**	**1**	**4**	**70**	**$620**	**$0**	**$9,235**
TASK- 7.0 Bid Assistance															
7.1 Project Addenda										2		2	$12		$182
7.2 Notice to Bid										2	2	4	$24		$364
7.3 Bid Document Duplication / Distribution		1	1							4	4	10	$460		$1,425
7.4 Pre-bid meeting (Optional)												0	$0		$0
7.5 Respond to RFIs during Bid		2	4								1	7	$42		$957
7.6 Prepare Conformed Construction Documents	1	1	4						4	2	1	13	$478		$2,088
7.7 Bid Results Tabulation			4							2	2	8	$48		$908
SUBTOTAL TASK 7.0	**1**	**4**	**13**	**0**	**0**	**0**	**0**	**0**	**4**	**12**	**10**	**44**	**$1,064**	**$0**	**$5,924**
TASK- 8.0 Construction Mngt/Inspection/Admin (Optional)															
8.1 Pre-Construction Services		1					8	6			2	17	$102		$2,097
8.2 Construction Management & Observation		2					32	320			8	362	$2,172		$40,922
8.3 Review Contractor Submittals/Construction Schedule							4					4	$24		$544
8.4 Respond to RFIs							4				2	6	$36		$726
8.5 Construction Testing							4	4			2	10	$60	$11,500	$12,670
8.6 Construction Progress Meetings							8				2	10	$60		$1,270
8.7 Process Change Orders/Claims							8	8			2	18	$108		$2,158
8.8 Process Progress Payments/Monthly Reports							8				4	12	$72		$1,452
8.9 Project Closeout	1	2		4			16	4	4		4	35	$210		$4,500
SUBTOTAL TASK 5.0	**1**	**5**	**0**	**4**	**0**	**0**	**92**	**342**	**4**	**0**	**26**	**474**	**$2,844**	**$11,500**	**$66,339**
DESIGN SERVICES SUBTOTAL	**5**	**29**	**153**	**19**	**0**	**0**	**0**	**8**	**98**	**22**	**22**	**356**	**$3,136**	**$5,750**	**$52,406**
CONSTRUCTION SERVICES SUBTOTAL	**1**	**5**	**0**	**4**	**0**	**0**	**92**	**342**	**4**	**0**	**26**	**474**	**$2,844**	**$11,500**	**$66,339**
PROJECT TOTALS	**6**	**34**	**153**	**23**	**0**	**0**	**92**	**350**	**102**	**22**	**48**	**830**	**5,980**	**$17,250**	**$118,745**

*OTHER DIRECT COSTS include telephone, mileage, printing, photocopies and other miscellaneous direct expenses.

Attachment "B"
Page 1 of 3

FEE SCHEDULE - NORTHWEST

(Effective February 2010)

Hourly Rates (*)

Principal	$	**180-260**
Senior Project Engineer		**130-190**
Project Engineer		**105-135**
Staff Engineer		**95-105**
Senior Project Scientist		**135-160**
Project Scientist		**90-125**
Staff Scientist		**70-100**
Senior Planner		**115-160**
Staff Planner		**90-100**
3-Person Survey Crew		**255-390**
2-Person Survey Crew		**170-270**
1-Person Survey Crew		**85-175**
Construction Manager		**100-170**
Construction Inspector		**85-125**
Professional Land Surveyor		**145-160**
Staff Surveyor/LSIT		**95-115**
Technician		**60-100**
Designer		**80-120**
CADD		**45-90**
Project Administrator		**65-125**
Word Processor & Clerical Support		**45-90**

Employee time will be billed in accordance with the fees listed above. These rates are subject to change on a semi-annual basis. For other than professional employees, time spent over 8 hours per day, time spent on swing shifts, and time spent on Saturdays will be charged at 1.5 times the hourly billing rate. Work on Sundays will be charged at 2.0 times the hourly billing rate and holiday work will be charged at 2.5 times the hourly billing rate. All field personnel charges are portal to portal. Professional employees will not be charged out at premium charge rates for overtime work.

Expenses and other similar project related costs are billed out at cost plus 15%. The cost of using equipment and specialized supplies is billed on the basis of employee hours dedicated to projects. Our rates are:

A. Office consumables	$6.00/hr
B. Environmental Dept/Construction Inspector consumables	$11.00/hr
C. Survey Field consumables	$14.00/hr
D. Various Environmental, Construction and Land Surveying Equipment	At market

Payment for work and expenses is due and payable upon receipt of our invoice. Amounts unpaid thirty (30) days after the issue date of our invoice shall be assessed a service charge of one and one half (1.5) percent per month.

(*) These rates do not apply to forensic-related services, or to work for which Prevailing Wage obligations exist. It is the responsibility of the client to notify Winzler & Kelly in writing if Prevailing Wage obligations are applicable, in which case the fees will be adjusted proportionate to the increase in labor cost.

MILLER PACIFIC ENGINEERING GROUP
a California corporation

SCHEDULE OF CHARGES
PROFESSIONAL ENGINEERING AND TESTING SERVICES

Professional and Technical Personnel	Hourly Rate
Staff Engineer/Geologist – Level 1-3	$72 - $82 - $92
Project Engineer/Geologist – Level 1-3	$98 - $108 - $118
Senior Engineer/Geologist – Level 1-3	$135 - $145- $155
Associate Engineer/Geologist – Level 1-2	$165- $185
Principal	$200
Project Assistant/Word Processor	$62
Technician Level 1-3	$72- $77- $82
Senior Technician Level 1-2	$88- $93
Prevailing Wage Group 3	$91
Prevailing Wage Group 4	$86

Other Inside Charges

Mileage	$ 0.80 per mile
Vehicle (Field)	$9 per hour
Nuclear Density Gage	$8 per test
Inclinometer	$150 per day / $85 per half day
Laser Level	$50 per day
Sampling Equipment	$50 per day / $30 half day

Outside Services ..... Cost + 20%
Rental of exploration equipment, instrumentation, photography, public transportation, per diem, shipping, courier/delivery services, outside reproduction, and other services and supplies not normally provided.

*NOTES:

1. Field site visits and travel time are normal hourly rates, portal to portal.

2. Overtime – Weekday & Saturday add $25
   Overtime – Sunday/Holiday/Night add $35

3. Rates are for normal Geotechnical Engineering and Geological services. Rates for depositions and testimony are $400 per hour for Principal; $350 per hour for Associate and Senior. All other personnel are $250 per hour. These fees are due and payable at the time of service.

4. Schedule of charges is effective as of August 2010. It is subject to revision annually and at other times without notice.

5. Prevailing Wage Note: Personnel working on Prevailing Wage Projects will be billed at normal hourly rates plus $5 per hour, portal to portal, or at the Group 3 or Group 4 rate, whichever is applicable.