



CITY COUNCIL AGENDA REPORT

Meeting Date: November 7, 2019

From: Director of Public Works/City Engineer

Subject: Professional Services Agreement with EOA, Inc.

Community Goal/Result: Ecological Sustainability - Brisbane will be a leader in setting policies and practicing service delivery innovations that promote ecological sustainability

Purpose: To enter into an Agreement for the development of a Green Infrastructure Plan.

Recommendation: Approve the Agreement for Professional Services with EOA, Inc. and authorize the completion of a Green Infrastructure Plan for a not to exceed cost of \$48,830.

Background

Provision C.3 of the Municipal Regional Permit issued by the San Francisco Bay Regional Water Quality Control Board (RWQCB) requires the city to develop a Green Infrastructure Plan. The San Mateo County Water Pollution Prevention Program (SMCWPPP) developed a countywide baseline for the plans required of all 20 cities and the county. The work recommended for approval here is to develop the Brisbane specific plan.

Discussion

The city interviewed two engineering firms for the recommended work. EOA was clearly the firm with the most extensive background and knowledge relative to this work, the firm proposed a team that was known to city staff because of their work for SMCWPPP, and coincidentally, their proposal was the lower cost of the two.

Fiscal Impact: The project will be 100% funded by the direct subvention of San Mateo County Measure M funds.

Measure of Success: A Green Infrastructure Plan that meets the requirements of the RWQCB, and that sets forth a path for Brisbane to continue its focused efforts on ecological sustainability.

Attachments

1. Agreement for Professional Services with EOA, Inc.

Randy Breault, Public Works Director

Clay Holstine, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, dated _____, is made by and between THE CITY OF BRISBANE, a municipal corporation ("City"), and EOA, Inc. ("Consultant").

RECITALS

A. City desires to retain Consultant for the performance of certain professional engineering services for Task Orders related to Municipal Regional Permit compliance ("the Project").

B. Consultant represents that Consultant is specially trained, experienced, and qualified to provide such professional services and is willing to do so pursuant to the terms and conditions of this Agreement.

AGREEMENT

1. **Scope of Services.** Subject to the direction and approval of City through its staff that City may provide from time to time, Consultant shall perform the services described in Exhibit A attached hereto and incorporated herein by reference. All services shall be performed to the reasonable satisfaction of the City department head in charge of the Project. Any additional services required and approved by City shall be issued by separate Task Order.

2. **Time of Performance.** The services of Consultant shall commence upon the execution of this Agreement and shall be satisfactorily completed in accordance with the time schedule set forth in Exhibit A.

3. **Responsible Personnel.** The personnel acting on behalf of Consultant primarily responsible for performance of the services hereunder shall be Kristen Kerr

4. **Compensation.** As compensation for all services to be performed by Consultant under this Agreement, Consultant shall be paid the amounts set forth in Exhibit B attached hereto and incorporated herein by reference. In no event shall Consultant's total compensation exceed the sum of \$48,830 without additional authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

5. **Method of Payment.** Consultant shall submit billings to City describing in detail the work performed for which payment is requested, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Billings shall be submitted monthly, or at such other time as agreed upon between City and Consultant. City shall pay Consultant no later than 30 days after approval of the invoice by City staff. If City objects to all or any portion of the billing, City shall notify Consultant of the nature of such objection and the amount in dispute. City

shall pay when due the portion of the billing, if any, that is not in dispute. The parties will make every effort to settle the disputed billing through good faith negotiations.

6. **Maintenance and Inspection of Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, time cards, and other records or documents relating to charges for services or expenditures charged to City, for a minimum of three (3) years from the date of final payment to Consultant under this Agreement and shall make the same available to City or its authorized representatives for inspection and audit, at any time during regular business hours, upon written request by City. The right of inspection shall include the right to make extracts and copies.

7. **Assignment and Subcontracts.** Consultant acknowledges that Consultant's special skill and expertise is a material consideration for City entering into this Agreement. Consultant shall not assign, subcontract or delegate to any other party the performance of any services to be rendered by Consultant under this Agreement without the prior written approval of City. If City consents to any subcontracting of work, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor.

8. **Correction of Work.** Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services, or other work, without additional cost to City. The performance or acceptance of services furnished by Consultant shall not relieve Consultant from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of Consultant's services hereunder.

9. **Ownership of Documents.** All plans, studies, documents and other writings prepared by and for Consultant in the course of performing its services under this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. Consultant shall not be held liable for any reuse of their project materials for purposes not included under the scope of this Agreement.

10. **Independent Contractor.** Consultant is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of City. As such independent contractor, neither Consultant nor any of its agents or employees shall be entitled to any salary, fringe benefits, worker's compensation, retirement contributions, sick leave, insurance or other benefit or right connected with employment by City, or any compensation other than as provided in this Agreement. Consultant shall have no power or authority to bind City to any contract or otherwise to incur any obligation or liability for, or on behalf, or in the name of City.

11. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of Consultant to practice its profession. Consultant shall, at its sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance and approvals

in full force and effect at all times during the term of this Agreement. Consultant shall maintain a City of Brisbane business license.

12. **Compliance with Standards of Care and Laws.** Consultant shall adhere to the standard of care in its profession and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations in connection with the performance of its services under this Agreement.

13. **Indemnity.** Consultant shall indemnify, defend, and hold City, its officers, officials, agents, employees and volunteers, harmless from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, direct or indirect, including attorney's fees, to the extent arising out of the negligent performance by Consultant of its services under this Agreement or its failure to comply with any of the its obligations contained in this Agreement, and City shall not be liable for any acts or omissions of Consultant.

14. **Insurance.** Consultant, at its own expense, shall procure and maintain, for the duration of this Agreement, insurance policies which satisfy the following requirements:

(a) Type of policies and coverage:

- (1) *General Liability Coverage.* Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage, providing coverage at least as broad as Insurance Services Office Commercial General Liability form CG 0001 (Ed. 11/88). If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* Consultant shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) Code 1 (any auto).
- (3) *Workers' Compensation and Employer's Liability Coverage.* Consultant shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Consultant in connection with the performance of services under this Agreement. In the alternative, Consultant may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Consultant, if a program of self-

insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Consultant for City.

- (4) *Professional Liability Coverage.* Consultant shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by Consultant in the performance of its services under this Agreement.
- (b) Endorsements: Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:
- (1) The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.
 - (2) For any claims related to the Project, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, agents or volunteers.
 - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Consultant's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- (d) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII, unless otherwise approved by City in writing.

- (e) Verification of coverage. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Consultant. At the request of City, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement.

15. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed to the other party as follows:

To City City of Brisbane
Attn.: Director of Public Works/City Engineer
50 Park Place
Brisbane, CA 94005-1310

To Consultant Ray Goebel P.E., Vice President
EOA, Inc.
1410 Jackson Street
Oakland, CA 94612

16. **Litigation Expenses and Attorneys' Fees.** If either party to this Agreement commences any legal action against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses that may be incurred in connection therewith, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

17. **Termination of Agreement.** This Agreement may be terminated by either party, effective upon written notice, should the other party commit any material default in the performance of its obligations hereunder. This Agreement may also be terminated by either party, for any reason, upon fifteen (15) day's prior written notice to the other party. In the event this Agreement is terminated by City through no fault of Consultant, Consultant shall be compensated for all services performed to the date of termination.

18. **Equal Opportunity Employment.** Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.

19. **Miscellaneous Provisions.**

- (a) Severability. Should any portion of this Agreement be declared void or unenforceable in a final decision by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to implement the intention of the parties.

- (b) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal.
- (c) Amendments. This Agreement may be modified or amended only by a written document duly executed by both City and Consultant.
- (d) Waiver. The waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same provision or any other provision of this Agreement.
- (e) Execution. Each party warrants that the individuals signing this Agreement on its behalf have the legal power and authority to do so and to bind the party to this Agreement.
- (f) Successors and Assigns. Subject to the restriction against assignment and subcontracting, this Agreement shall be inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.


THE CITY OF BRISBANE

By: _____
Madison Davis, Mayor

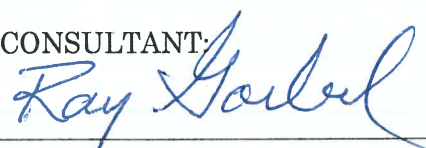
ATTEST:

Ingrid Padilla, City Clerk

APPROVED AS TO FORM:



Thomas McMorrow, City Attorney

CONSULTANT:


Ray Goebel P.E., Vice President

EXHIBIT A
Description of Services

See EOA, Inc. October 17, 2019 Proposal

EXHIBIT B
Compensation

See EOA, Inc. October 17, 2019 Proposal



Environmental and Public Health Engineering

October 17, 2019

Keegan Black
Public Works Maintenance Program Manager
Regulatory Compliance Manager
City of Brisbane
50 Park Place
Brisbane, CA 94005

Subject: Proposal to Assist the City of Brisbane with Development of a Green Infrastructure Plan

Dear Mr. Black,

Per your request, this letter transmits our proposal to assist the City of Brisbane (City) with development of a Green Infrastructure (GI) Plan in compliance with the Municipal Regional Permit (MRP) Provision C.3, New Development and Redevelopment.

PROJECT UNDERSTANDING

The City is a permittee under the San Francisco Bay Area Municipal Regional Stormwater Permit (MRP) and a member of the San Mateo Countywide Water Pollution Prevention Program (SMCWPPP) managed by the City/County Association of Governments (C/CAG). The MRP requires permittees to develop a GI Plan that demonstrates how they will gradually shift from traditional “gray” storm drain infrastructure to “green” infrastructure, which captures, stores, and treats stormwater using specially-designed landscape-based systems. GI Plans must also be designed to collectively achieve specific reductions in mercury and PCBs in stormwater runoff by 2020, 2030, and 2040, as established in the MRP. Permittees were required to develop GI Frameworks or Workplans outlining the tasks and timeframes for developing their GI Plans by June 30, 2017. The City completed its GI Workplan and is now seeking assistance to develop its GI Plan.

EOA QUALIFICATIONS

EOA, Inc. (EOA) has extensive experience with all facets of MRP compliance, including GI planning, developing and implementing municipal programs, technical studies, guidance, training, outreach, monitoring, and compliance reporting. EOA is a leader in the Bay Area on Low Impact Development (LID) and GI planning and implementation guidance and training.

EOA has a thorough understanding of the GI Plan requirements and how to assist the City with the preparation of a GI Plan tailored to their jurisdiction and management objectives. EOA has been assisting SMCWPPP and its member agencies with implementation of the MRP Provision C.3 (New Development and Redevelopment Controls) for over 15 years. EOA staff participated in the SMCWPPP GI Technical Advisory Committee (TAC), and manages the SMCWPPP New Development Subcommittee, in which GI implementation topics will now be discussed. EOA led the preparation of GI Plans for San Mateo County and the Cities of San Mateo and Menlo Park, assisted with the GI Plan for the City of San Bruno, and prepared 14 GI Plans for other cities and counties in the Bay Area. EOA is assisting with the development of the San Mateo Countywide Sustainable Streets Master Plan (SSMP), and is familiar with the tools and guidance provided to the SMCWPPP members for GI Plan development, such as the

SMCWPPP Reasonable Assurance Analysis (RAA) for PCBs and mercury, prioritized GI project opportunities identified in the San Mateo Countywide Stormwater Resources Plan (SRP), the SMCWPPP GI Design Guide, and the GI standard details and specifications of San Francisco Public Utilities Commission (SFPUC), which have been used in the development of SMCWPPP GI Design Guide.

SCOPE OF WORK

EOA's proposed approach to the development of a GI Plan for the City is outlined below. The approach is based on the successful and efficient preparation of GI Plans for numerous permittees within the Bay Area. A kick-off meeting will be held at the beginning of the project to identify data needs, collect necessary documents, and establish a project schedule.

Task 1 – Identify and Prioritize GI Locations and Potential Projects

Building on the work already completed by SMCWPPP for the SRP, RAA, and SSMP, EOA will incorporate City-specific considerations to identify, map, and prioritize areas and potential GI projects for inclusion in the GI Plan. EOA proposes the following approach:

- EOA will work with the City to identify criteria that the City will use to identify, prioritize, and map locations and potential and planned projects that incorporate GI components in different drainage areas within the City. Criteria may include: City goals for multiple benefits, including urban forestry, active transportation, parks, flood protection, etc.; projected development patterns and priority development areas; planned and potential capital projects; locations with storm drain capacity deficiencies; tributary drainage area and opportunities to treat runoff from private parcels; logistical and physical site constraints; land uses related to PCB load generation and other pollutants; trash management areas; SRP prioritization criteria and projects; and other factors.
- EOA will apply the selected prioritization criteria to produce draft lists and maps of prioritized areas and GI projects.
- Following the completion of draft lists and maps, EOA will schedule a meeting with the City to review the results. Draft results will be modified based on City comments, and final results incorporated into the GI Plan (Task 3).

Deliverables:

- Draft and final maps and lists of prioritized areas and projects
- Meeting to review draft results

Task 2 – Review Related Municipal Plans

To enable implementation of the GI Plan and ensure it is supported by and coordinated with other City goals, the MRP requires that permittees update related City planning documents with GI language and references to the GI Plan. EOA will review relevant City planning documents and work with the City to develop a workplan for City staff to complete the updates. The budget for this task assumes up to four City documents will be reviewed, such as the City's General Plan and adopted amendments, the City's Climate Action Plan, and up to two additional plans to be identified by the City.

Deliverables:

- Draft memorandum with recommendations and schedule for updating related City plans.

Task 3 – Prepare the GI Plan

EOA will prepare a GI Plan for the City that satisfies all the requirements of MRP Provision C.3.j.i.(2), is comprehensible for City staff and City Council, and the general public, and aligns with the City’s overall objectives. The GI Plan will include the following sections as required by the MRP:

MRP Provision	GSI Plan Elements
C.3.j.i.(2)(a)	Project Identification and Prioritization Mechanism
C.3.j.i.(2)(b)	Prioritized Project Locations
C.3.j.i.(2)(c)	Impervious Surface Targets
C.3.j.i.(2)(d)	Completed Project Tracking System
C.3.j.i.(2)(e,f)	Guidelines and Specifications
C.3.j.i.(2)(g)	Alternative Sizing Requirements for Green Street Projects
C.3.j.i.(2)(h,i)	Integration with Other Municipal Plans
C.3.j.i.(2)(i)	Workplan for Integration of GSI Language into City Planning Documents
C.3.j.i.(2)(j)	Workplan to Complete C.3.j. Early Implementation Projects
C.3.j.i.(2)(k)	Evaluation of Funding Options
C.3.j.i.(3)	Legal and Implementation Mechanisms

EOA will incorporate the results from Tasks 1 and 2 into the GI Plan and will leverage available regional resources to complete other required elements of the GI Plan. For example:

- The C/CAG Green Infrastructure Tracking Tool for documenting planned and completed GI projects countywide pursuant to the MRP will be used in the required description of the City’s process for tracking and mapping completed public and private projects and for demonstrating compliance with required PCB and mercury load reductions (Provision C.3.j.i.(2)(d)).
- The “Green Infrastructure Funding Nexus Evaluation” (GI Funding Report) developed by SMCWPPP to provide guidance on funding types, challenges and strategies will serve as input for the required evaluation of prioritized project funding options (Provision C.3.j.i.(2)(k)).
- The April 2019 San Mateo Countywide Green Infrastructure Design Guide and the C.3 Regulated Projects Guide, both developed by SMCWPPP, as well as the *Guidance for Sizing Green Infrastructure Facilities in Street Projects* document prepared by the Bay Area Stormwater Management Agencies Association (BASMAA) will be referenced in the GI Plan to satisfy the requirement to include general guidelines, standard

specifications and design details, and sizing requirements for GI projects in the GI Plan (Provisions C.3.j.i.(2)(e-g)).

- EOA will use the results of the regional development projections developed by CD+A on behalf of C/CAG, as well as the City's planned and potential public GI retrofit projects, to describe "targets" or estimates of how much impervious surface within the City will be retrofit or redeveloped to drain to a GI feature as part of public and private projects by the 2020, 2030, and 2040 permit milestones (Provision C.3.j.i.(2)(c)).

EOA will provide the City with a draft GI Plan in MS Word format. Following receipt of one set of City comments, EOA will schedule a meeting to discuss the comments and proposed edits and then incorporate the edits to produce a final GI Plan.

Deliverables:

- Draft GI Plan
- Meeting to review draft GI Plan
- Final GI Plan

OPTIONAL TASKS

In addition to the basic scope of work described in Tasks 1-3, EOA is available to assist the City with additional related tasks, such as those described below. Budgets for these tasks are not included in this proposal but can be provided upon request.

Provide GI Language for Updating Municipal Plans

If it is determined in Task 2 that some of the City's related plans need updating to reference and support the GI Plan, EOA will develop specific GI language to be incorporated into these plans. EOA will utilize the SMCWPPP "Planning Document Update – Model Language" and the SCVURPPP "Model Green Infrastructure Language for Incorporation into Municipal Plans" (which EOA developed for SCVURPPP) as references for sample language for updating various types of municipal plans as appropriate. City staff will be responsible for updating each plan according to each plan's revision schedule.

Deliverables:

- Draft and final memorandum with recommended GI language for incorporation into related City plan updates.

Assist with Outreach

Outreach to various City Committees/departments, City Council, and the public is important for gaining support for the GI Plan and providing an opportunity for engagement and input. If desired, EOA can assist the City with presentations on the draft and/or final GI Plan to City departments and/or committees, the City Council, and/or a public workshop, based on available budget.

ASSIGNED PERSONNEL

The project manager will be Kristin Kerr, P.E., Managing Engineer II for EOA. She will be assisted by Peter Schultze-Allen, Senior Scientist III, Liesbeth Magna, Senior Scientist II, and other qualified staff as needed. Jill Bicknell, Managing Engineer III, will serve as technical advisor for the project. This team has extensive experience assisting municipalities in the Bay Area with GI Plans and C.3 compliance, and are responsible for providing various agencies,

Keegan Black
October 17, 2019
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including SMCWPPP members, with guidance and training on C.3, LID, and Green Infrastructure implementation.

ESTIMATED BUDGET

Our proposed not-to-exceed budget for completion of Tasks 1-3 within this scope of work is \$43,830, which includes an allowance for expected expenses in accordance with our rate schedule. The budget summary is attached.

The work will be conducted on a time-and-materials basis according to the attached EOA 2019 Fee Schedule. The Fee Schedule will be updated at the beginning of each calendar year. EOA will submit invoices to the City monthly and itemize the fees for each review. Payment shall be net 30 days.

Thank you for the opportunity to submit this proposal. Please contact Kristin Kerr at 510-832-2852, ext. 122, if you have any questions or would like to discuss this further.

Sincerely,



Ray Goebel, P.E.
Vice President

Attachments:

Budget Summary

EOA 2019 Fee Schedule

**City of Brisbane
 Proposal to Assist with Development of Green Infrastructure Plan**

Table 1 - Budget Summary

Task	Description	Total Labor Hours	Expenses	Total Cost (Rounded)
1	Identify and Prioritize GI Locations and Potential Projects	72	\$150	\$15,840
2	Review Related Municipal Plans	22	\$0	\$4,860
3	Prepare the GI Plan	102	\$100	\$23,130
Total:		196	\$250	\$43,830

Notes and Assumptions

- Expenses include 10% markup.
- Budget assumes up to 3 meetings, attended in person by 1 EOA team member and additional staff as needed via conference call.
- Budget assumes 1 round of comments from the City on the draft results of each task.



Environmental and Public Health Engineering

2019 FEE SCHEDULE

The following fee schedule covers personnel rates for EOA, Inc. staff.

Our charges are divided into two categories: personnel, and direct expenses. A new fee schedule is issued at the beginning of each year. Charges for all work, except where other arrangements have been made, are based on the new schedule of charges.

PERSONNEL

Personnel charges are for any technical, clerical or administrative work necessary to perform the project. Work tasks include geologic and environmental consulting, engineering and computer services, regulatory liaison, and report preparation. Personnel rates are as follows:

Personnel Category	Hourly Rates
Principal	\$279
Managing Engineer/Scientist III.....	\$271
Managing Engineer/Scientist II	\$256
Managing Engineer/Scientist I	\$245
Senior Engineer/Scientist III – Project Leader	\$225
Senior Engineer/Scientist/Planner II.....	\$206
Senior Engineer/Scientist/Planner I.....	\$188
Associate Engineer/Scientist III	\$179
Associate Engineer/Scientist II.....	\$170
Associate Engineer/Scientist I	\$145
Assistant Engineer/Scientist	\$130
Technician	\$114
Clerical/Computer Data Entry	\$80

Charges for professional services are in increments of one quarter-hour. Depositions/legal testimony charged portal-to-portal, at 200% of standard rates, with a four-hour minimum charge. In accordance with California Civil Procedure 2037.7, where applicable, the minimum fee must be paid prior to commencement of testimony. Preparation for court cases is charged on a time-and-materials basis as outlined in this fee schedule.

DIRECT EXPENSES

Reimbursement for expenses directly related to services provided will be charged at cost plus 10%. Examples of such direct expenses include:

- Costs of sub-consultants or subcontractors
- Costs of special fees (insurance, permits, etc.)
- Costs of long-distance telephone, copying, drafting, blueprints, etc. (EOA copies charged at \$0.10 each for B&W, \$0.35 each for color. Large format \$0.15/sq ft for B&W, \$0.50/sq ft for color)
- Costs of color map production supplies (color ink and large format paper)
- Costs or rental of special equipment
- Costs of authorized travel and related expenses
- Automobile mileage directly related to services, at current IRS rate.

INVOICES

Invoices are prepared and submitted on a monthly basis, as either final or progress billings and are payable upon receipt unless prior arrangements have been made. Interest of 1-1/2% per month, or the maximum rate allowed by law, is payable on accounts not paid within 30 days.

EOA, Inc. • 1410 Jackson Street • Oakland, CA 94612 • Tel: (510) 832-2852 • Fax: (510) 832-2856