

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF MONTEREY AND  
DENISE DUFFY & ASSOCIATES, INC.**

**THIS AMENDMENT NO. 2** to Professional Services Agreement No. A-15573 between the County of Monterey, a political subdivision of the State of California (“County”) and Denise Duffy & Associates, Inc. (“CONTRACTOR”), is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below;

**WHEREAS**, CONTRACTOR entered into Professional Services Agreement No. A-15573 with the County on November 2, 2021 (“Agreement”) to provide On-Call Planning Consultant Services through October 31, 2024, for an amount not to exceed \$200,000;

**WHEREAS**, the Agreement was amended by the Parties on September 25, 2023 (“Amendment No. 1”) to increase the Agreement amount by \$60,000 for a new not to exceed amount of \$260,000 with no change to the term of the Agreement;

**WHEREAS**, the provisions of the Agreement require an update;

**WHEREAS**, the County has a continued need for services;

**WHEREAS**, CONTRACTOR’s rates require updating;

**WHEREAS**, additional time and funding are necessary to allow CONTRACTOR to continue to provide services;

**WHEREAS**, the Parties wish to further amend the Agreement to update the CONTRACTOR’s rates (Exhibit A-1) extend the term one (1) additional year to October 31, 2025, and increase the Agreement amount by \$60,000 for a new not to exceed amount of \$320,000.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 1.0, “Services to be Provided,” to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A and Exhibit A-1** in conformity with the terms of this Agreement.

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Denise Duffy & Associates, Inc.  
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Housing and Community Development  
Term: November 1, 2021 – October 31, 2025  
Not to Exceed: \$320,000

2. Amend Paragraph 2.0, "Payments by County," to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A** and **Exhibit A-1**, subject to limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$320,000**.

3. Amend the first sentence of Paragraph 3.0, "Term of Agreement," to read as follows:

The term of this Agreement is from November 1, 2021 to October 31, 2025, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4.0, "Additional Provisions/Exhibits," to include **Exhibit A-1, Scope of Services/Payment Provisions**.

5. Amend the first sentence of Exhibit A – Scope of Services/Payment Provisions, section B. "Payment Provisions," paragraph B.1 "Compensation/Payment," to read as follows:

County shall pay an amount not to exceed \$320,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

6. Amend Exhibit A – Scope of Services/Payment Provisions, B. "Payment Provisions," B.2 Contractor's Billing Procedures, to include the following paragraph:

The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7. Amend Paragraph 9.04, "Other Insurance Requirements," of Section 9.0, "Insurance requirements, to read as follows:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

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Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the

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insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

8. Amend Section 11.0, "Non-Discrimination," to read as follows:

**NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

9. Amend Agreement to add Paragraph 15.18, "Independent Contractor Compliance with Government Code Section 1097.6(c)," under Section 15, "Miscellaneous Provisions," as follows:

This section applies to those situations when a CONTRACTOR is awarded an Agreement for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when an Agreement is awarded for multiple phases of a project under a single Agreement/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to

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the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.

10. Amend the Agreement to add Section 16.0, 'Compliance with Applicable Laws' to read as follows:

16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

16.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

11. Amend Agreement to add Section 17.0 'Consent to Use of Electronic Signatures' to read as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in

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PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or Portable Document Format (PDF) data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

12. In all places within the Agreement, any reference to the County's email address that includes @co.monterey.ca.us is hereby replaced with @countyofmonterey.gov.
13. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect.
14. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the County and CONTRACTOR have executed this Amendment No. 2 as of the day and year written below.

**COUNTY OF MONTEREY**  
DocuSigned by:  
By: Debra Wilson  
7B7C974025 Purchasing Officer

Date: 10/30/2024

By: N/A  
Craig W. Spencer, Director

Date: \_\_\_\_\_

**Approved as to Form  
County Counsel  
Susan K. Blich, County Counsel**

Signed by:  
By: Reed Gallogly  
Reed Gallogly Deputy County Counsel

Date: 8/20/2024

**Approved as to Fiscal Provisions**

DocuSigned by:  
By: Jennifer Forsyth  
4E7E6578754 Auditor/Controller

Date: 8/20/2024

**Approved as to Liability Provisions**

By: N/A  
David Bolton, Risk Manager

Date: \_\_\_\_\_

County Board of Supervisors' Agreement Number: \_\_\_\_\_ approved on \_\_\_\_\_.

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

**DENISE DUFFY & ASSOCIATES, INC.**  
Signed by:  
By: Denise Duffy  
(Chair, President, or Vice President)

Denise Duffy, President  
Name and Title

Date: 8/14/2024

Signed by:  
By: Denise Duffy  
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Denise Duffy, Secretary  
Name and Title

Date: 8/14/2024

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**Denise Duffy & Associates, Inc.**

PLANNING AND ENVIRONMENTAL CONSULTING

**County of Monterey  
2024-2025  
SCHEDULE OF RATES**

	<u>2024</u>	<u>2025</u>
Principal	\$ 265	\$ 269
Project Director	\$ 245	\$ 249
Senior Compliance Manager/Engineering Specialist	\$ 225	\$ 228
Principal Planner	\$ 200	\$ 203
Senior Project Manager	\$ 192	\$ 195
Senior Botanist	\$ 178	\$ 181
Senior Planner/Senior Environmental Scientist II	\$ 176	\$ 179
Arborist	\$ 176	\$ 179
Project Manager	\$ 167	\$ 170
Senior Planner/Scientist	\$ 156	\$ 159
Assistant Project Manager	\$ 140	\$ 143
Associate Planner/ Environmental Scientist II	\$ 134	\$ 137
Associate Planner/ Environmental Scientist I	\$ 128	\$ 131
GIS/Computer Specialist	\$ 122	\$ 124
Assistant Planner/ Environmental Scientist II	\$ 120	\$ 122
Assistant Planner/ Environmental Scientist I	\$ 116	\$ 118
Administrative Manager	\$ 98	\$ 100
Graphics	\$ 93	\$ 95
Planning Technician	\$ 85	\$ 87
Field Technician	\$ 80	\$ 82
Production Editor	\$ 90	\$ 92
Administrative Assistant	\$ 78	\$ 80

*Direct reimbursable expenses associated with the execution of a project are charged at DD&A cost. These expenses may include, but are not limited to: subconsultant services, printing and graphic charges, permits, filing fees, authorized travel charges, courier, postage, mileage and field supplies. Mileage will be charged at the current IRS mileage rate.*

Above rates are effective from 7/1/24 through 6/30/25 and may be adjusted thereafter.

EXHIBIT A-1 - SCOPE OF WORK/PAYMENT PROVISIONS

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EXHIBIT A-1 - SCOPE OF WORK/PAYMENT PROVISIONS

811 El Capitan Way., Suite 100  
 San Luis Obispo, CA 93401  
 O: (805) 594-1590 | F: (805) 594-  
 www.appliedearthworks.com

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**Applied EarthWorks Rate Sheet\***

**2024**

<b>Archaeology</b>		<b>Architectural History</b>	
Principal Investigator	\$240.44	Program Manager	\$240.44
Principal Archaeologist	\$214.03	Principal Architectural Historian	\$214.03
Project Manager	\$164.62	Senior Architectural Historian	\$121.84
Historical Archaeologist	\$129.06	Associate Architectural Historian	\$105.06
Senior Archaeologist	\$133.92	Staff Architectural Historian	\$84.98
Associate Archaeologist	\$103.98	<b>GIS</b>	
Staff Archaeologist	\$83.63	GIS Manager	\$143.86
Field Supervisor	\$105.50	GIS Assistant Manager	\$122.10
Field Tech 1	\$74.32	GIS Analyst	\$94.63
Field Tech 2	\$80.45	GIS Tech 1	\$86.48
Field Tech 3	\$90.11	GIS Tech 2	\$90.07
Forensic Archaeologist	\$130.00	<b>Production</b>	
Laboratory Director	\$236.48	Publication Manager/Editor	\$130.28
Laboratory Manager	\$142.76	Editor/Documents Production	\$81.00
Laboratory Supervisor	\$95.35	Administrative Assistant	\$70.66
Laboratory Technician	\$83.43	Production Assistant	\$48.00

\* All ODCs (except mileage) are subject to a 10 percent markup.



EXHIBIT A-1 - SCOPE OF WORK/PAYMENT PROVISIONS

811 El Capitan Way., Suite 100  
 San Luis Obispo, CA 93401  
 O: (805) 594-1590 | F: (805) 594-  
 www.appliedearthworks.com

**CONFIDENTIAL: NOT FOR DISTRIBUTION**

**Applied EarthWorks Rate Sheet\***

**2025**

<b>Archaeology</b>		<b>Architectural History</b>	
Principal Investigator	\$252.46	Program Manager	\$252.46
Principal Archaeologist	\$224.73	Principal Architectural Historian	\$224.73
Project Manager	\$172.85	Senior Architectural Historian	\$127.93
Historical Archaeologist	\$135.51	Associate Architectural Historian	\$110.31
Senior Archaeologist	\$140.62	Staff Architectural Historian	\$89.23
Associate Archaeologist	\$109.18		
Staff Archaeologist	\$87.81		
Field Supervisor	\$110.78		
Field Tech 1	\$78.04		
Field Tech 2	\$84.47		
Field Tech 3	\$94.62		
Forensic Archaeologist	\$136.50		
Laboratory Director	\$248.30		
Laboratory Manager	\$149.90		
Laboratory Supervisor	\$100.12		
Laboratory Technician	\$87.60		
		<b>GIS</b>	
		GIS Manager	\$151.05
		GIS Assistant Manager	\$128.21
		GIS Analyst	\$99.36
		GIS Tech 1	\$90.80
		GIS Tech 2	\$94.57
		<b>Production</b>	
		Publication Manager/Editor	\$136.79
		Editor/Documents Production	\$85.05
		Administrative Assistant	\$74.19
		Production Assistant	\$50.40

\* All ODCs (except mileage) are subject to a 10 percent markup.

**GENERAL FEE EXHIBIT (2024)  
BASIN RESEARCH ASSOCIATES, INC.  
PERSONNEL AND MATERIAL RATES**

PERSONNEL<sup>1, 2</sup>

Principal Investigator, M.A./PhD	\$180.00 hr
Research Scientist, M.A./PhD.	\$167.00 hr
<u>Staff (Non-Exempt)</u>	
Archaeologist (M.A.)	\$98.00 hr
Archaeologist Technician (B.A.)	\$92.70 hr
GIS/Graphics	\$115.00 hr
Administrative/Clerical	\$80.00 hr

LOGISTICS

Transportation - \$0.67 per mile (or current IRS reimbursement) + tolls for company 2WD compact trucks and company automobiles without field equipment; vehicle charges + applicable mileage, fuel, etc. costs for any rental vehicles. Vehicle use shall be charged at the lesser of miles actually driven or the distance from the San Leandro company office to the jobsite times the current IRS allowable mileage rate. Note: Archaeology Field/Lab Truck (equipped with typical field equipment = flat rate of \$125.00 per day for nine Bay Area counties).

Per Diem/Lodging - Current GSA/CONUS rates for locale + local taxes/fees.

OTHER DIRECT COSTS (at cost +10% materials fee)

**Architectural Historian Senior** - \$170 per hour + expenses

**Architectural Historian Junior** - \$145 per hour + expenses

**Paleontologist (RG)** - \$170 per hour + expenses

**Native American Consultants** - rate as negotiated with Native Americans. Est. \$150-185+ per hour (4 hour minimum) + expenses. Special conditions may apply.

**Archive Fees** - as billed by archive. Anticipated minimum fee for California Historical Resources Information System (CHRIS) is \$150.00 per hour (billed in hourly increments; special surcharges apply for telephone searches, rapid response; extra map review, electronic file review, shape files, etc.) plus any labor and reproduction costs of any requested documents and maps. UC Museum of Paleontology fees not less than \$250 per consultation and dependent on extent of records use.

**Curation/Museum Fees** - as billed by repository accepting collection. Costs can range from \$500 to \$1500 per cubic foot not including preparation costs for curation (e.g., special packing, acid-free containers, etc.).

**Other Costs** – For example, heavy equipment charges including move-in and fuel surcharges; traffic control; shoring services; reproduction (including in-house copy at 0.10 page for monochrome; color copy in-house \$1.00, plots 0.75 per square foot, photographic (film and processing), expendable field supplies, lab materials; postage/courier fees; special insurance requirements; etc.

SPECIAL SERVICES

**Expert Witness Testimony** (Principal) - minimum \$1800 partial day/day charge + preparation time at standard billing rates.

**Public Meeting Attendance** (Principal) – surcharge of 50% on base rate + preparation time at standard billing rates.

TERMS OF PAYMENT

**NOTES**

1. Field time is charged in four-hour increments for Non-Exempt staff. Overtime for non-exempt staff is in accordance with state regulation and will be charged at 1.5/2.0 base rate.
2. Rates after expiration shall be subject to adjustment for new rate period with adjustment based on the CPI Index for the general Bay Area.

**GENERAL FEE EXHIBIT (2025)  
BASIN RESEARCH ASSOCIATES, INC.  
PERSONNEL AND MATERIAL RATES**

PERSONNEL<sup>1, 2</sup>

Principal Investigator, M.A./PhD	\$185.00 hr
Research Scientist, M.A./PhD.	\$172.00 hr
<u>Staff (Non-Exempt)</u>	
Archaeologist (M.A.)	\$101.00 hr
Archaeologist Technician (B.A.)	\$95.50 hr
GIS/Graphics	\$118.50 hr
Administrative/Clerical	\$82.50 hr

LOGISTICS

Transportation - \$0.67 per mile (or current IRS reimbursement) + tolls for company 2WD compact trucks and company automobiles without field equipment; vehicle charges + applicable mileage, fuel, etc. costs for any rental vehicles. Vehicle use shall be charged at the lesser of miles actually driven or the distance from the San Leandro company office to the jobsite times the current IRS allowable mileage rate. Note: Archaeology Field/Lab Truck (equipped with typical field equipment = flat rate of \$125.00 per day for nine Bay Area counties).

Per Diem/Lodging - Current GSA/CONUS rates for locale + local taxes/fees.

OTHER DIRECT COSTS (at cost +10% materials fee)

**Architectural Historian Senior** - \$175 per hour + expenses

**Architectural Historian Junior** - \$155 per hour + expenses

**Paleontologist (RG)** - \$175 per hour + expenses

**Native American Consultants** - rate as negotiated with Native Americans. Est. \$150-185+ per hour (4 hour minimum) + expenses. Special conditions may apply.

**Archive Fees** - as billed by archive. Anticipated minimum fee for California Historical Resources Information System (CHRIS) is \$150.00 per hour (billed in hourly increments; special surcharges apply for telephone searches, rapid response; extra map review, electronic file review, shape files, etc.) plus any labor and reproduction costs of any requested documents and maps. UC Museum of Paleontology fees not less than \$250 per consultation and dependent on extent of records use.

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2. Rates after expiration shall be subject to adjustment for new rate period with adjustment based on the CPI Index for the general Bay Area.



## Hexagon 2024-2025 Billing Rates

<u>Professional Classification</u>	<u>2024</u>	<u>2025</u>
President	\$335	\$351
Principal	\$290	\$304
Senior Associate II	\$270	\$283
Senior Associate I	\$250	\$262
Associate II	\$225	\$236
Associate I	\$200	\$210
Planner/Engineer II	\$170	\$178
Planner/Engineer I	\$140	\$147
Assistant Planner/Engineer	\$115	\$120
Admin/Graphics	\$120	\$126
Technician	\$85	\$89

Direct expenses are billed at actual costs, with the exception of mileage, which is reimbursed at the current rate per mile set by the IRS.

EXHIBIT A-1 - SCOPE OF WORK/PAYMENT PROVISIONS

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