

**CITY OF BURLINGAME  
ON-CALL PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of October 1, 2025 by and between the City of Burlingame, a public agency organized and operating under the laws of the State of California with its principal place of business at 501 Primrose Road, Burlingame, CA 94010 ("City"), and David J. Powers & Associates, Inc., a Corporation with its principal place of business at 1871 The Alameda, Suite 200, San Jose, CA 95126 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

On-Call Planning Services – Environmental (CEQA) and Historic Review

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(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services on the Project. Consultant desires to perform and assume responsibility for the provision of certain professional services required by City on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement ("Task Order").

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." The services shall be more particularly described in the individual Task Order issued by the City or its designee. No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "C".

2. Compensation.

a. Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Agreement at the rates set forth in the Schedule of Charges attached hereto as Exhibit "B" and incorporated herein by this reference. The maximum compensation for services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total aggregate compensation paid to Consultant under this Agreement shall not exceed the amount set forth in Section 2(b) below.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement and all Task Orders issued hereunder exceed the sum of \$1,000,000. This amount is to cover all printing and related costs, and the City will not pay any additional fees for

printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance

The term of this Agreement shall be from October 1, 2025 to October 1, 2030, unless earlier terminated as provided herein. Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability

- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of

California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

## 12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project, any Task Order or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.



15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Mateo, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Akoni Danielson as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010  
Attn: Catherine Keylon

CONSULTANT:

David J. Powers & Associates, Inc.  
1871 The Alameda, Suite 200  
San Jose, CA 95126  
Attn: Akoni Danielson

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR ON-CALL PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF BURLINGAME  
AND DAVID J. POWERS & ASSOCIATES, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF BURLINGAME**

**DAVID J. POWERS & ASSOCIATES, INC.**

*Approved By:*

\_\_\_\_\_  
Lisa Goldman  
City Manager

\_\_\_\_\_  
Akoni Danielson  
President/Principal Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Attested By:*

\_\_\_\_\_  
City Clerk

*Approved As To Form:*

\_\_\_\_\_  
City Attorney

## EXHIBIT A

### Scope of Services

#### Environmental / California Environmental Quality Act (CEQA)

Environmental review services will be needed for California Environmental Quality Act (CEQA) review and evaluation for upcoming development projects in the City. The selected firms will have the technical expertise and experience to be able to provide the full array of services typically involved in preparation of CEQA documents, which may include Notice of Preparation (NOP), Environmental Impact Reports (EIR), Initial Studies/Negative or Mitigated Negative Declarations (MND), Addenda, Notices of Exemption (NOE), Class 32 In-Fill Exemptions, General Plan Consistency under 15183, and other CEQA documents as needed. The work will require familiarity with all aspects of CEQA, as well as recent Senate and Assembly Bills that have modified, expedited or waived CEQA review. In addition, the work will require familiarity with relevant regulatory frameworks of responsible federal, state, and local agencies, and with the City of Burlingame's General Plan, Municipal Code and other relevant planning documents.

In addition to preparation of the CEQA documents, the consultant (or their subconsultants) may be asked to conduct supporting studies or technical analyses, or to peer review applicant-provided technical studies in a range of areas, including but not limited to aesthetics, noise, air quality, biological, historic and/or cultural resource evaluation, traffic/transportation, and geotechnical and hydrological analysis. Depending on the project, the City may, from time-to-time, also request the inclusion of a specific subconsultant(s) for inclusion on the project team.

Key tasks associated with environmental review may include, but are not necessarily limited to, the following:

- review of project application materials, relevant City policy documents and regulations, related environmental documents, and applicant-prepared technical studies;
- providing input and technical advice on the approach and scope of the CEQA document;
- providing input on processing of CEQA documents;
- preparing required legal notices at the necessary junctures in the CEQA process;
- coordinating with City staff on posting/distribution of required notices;
- coordination with City staff to develop project objectives, alternatives, and mitigation measure;
- filing CEQA documents with the OPR State Clearinghouse on behalf of the City;
- completion of supporting technical analyses and/or studies in a manner suitable for incorporation into the environmental document, and/or peer review of studies prepared by project applicant;
- maintaining project schedules and budgets;
- noticing and consultation required under SB 18 and AB 52;

- drafting materials associated with CEQA document certification or adoption, such as preparation of any required Mitigation Monitoring and Reporting Program, Findings of Fact, and Statements of Overriding Considerations;
- compiling, annotating, and preparing Responses to Comments;
- document printing and production, including preparation of electronic versions of public review documents for posting on the City's website;
- preparation of Notice of Determination (NOD); and
- attending in-person meetings, hearings and/or conference calls with City staff as needed to coordinate preparation and approval of the CEQA document,

As part of the CEQA review some projects may require historic analysis and/or peer review of a historic analysis. The City of Burlingame governs historic resources per Zoning Code Chapter 25.35 (Historic Resources). This chapter states that any properties that are presently included on the California Register of Historic Places and/or the National Register of Historic Places are automatically to be included on the City's Register as a locally designated resource. Currently, there is only one additional property on the City's local registry: 220 Park Road. However, as part of the Downtown Specific Plan, a historic inventory was completed in 2008 and identifies resources in the City which may be considered historical for purposes of this title. That inventory, which may be amended from time to time, is considered part of the Historical Architectural and Places Resources Register, as defined in Zoning Code Chapter 25.35.

Services may also be needed for preparation of historic resource studies for proposed development projects to evaluate the eligibility of a property for listing on the state and/or the national historic registers. This study would provide background information regarding the building's history and construction, as well as address its historic significance and integrity. Such studies should include completion of the State of California Department of Parks and Recreation (DPR) 523A (Primary Record) and 523B (Building, Structure, and Object Record) forms for the property. These forms would provide the required information to the City of Burlingame for California Environmental Quality Act (CEQA) review purposes. The City may also require a comprehensive report along with the required forms.

This consultant may also be called upon to complete peer review of historic resource studies that are prepared by a property owner, developer or applicant and submitted with development applications

## **EXHIBIT B**

### **Schedule of Charges/Payments**

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

**David J. Powers & Associates, Inc.**

<b>Title</b>	<b>Hourly Rate</b>
Senior Principal	\$350
Principal Project Manager	\$322
Senior Environmental Specialist	\$274
Senior Project Manager	\$251
Environmental Specialist	\$235
Project Manager	\$224
Associate Project Manager	\$197
Assistant Project Manager	\$165
Researcher	\$142
Graphic Artist	\$132

Materials, outside services, and subconsultants include our standard 15 percent administration fee. Mileage will be charged per the current IRS standard mileage rate at the time costs occur. Subject to revision January 1, 2026. Charge rates subject to an annual 3% escalation and each year thereafter.

**Subconsultants**

<b>Archaeological/Historical Consultants LLC</b>	<b>Hourly Rate</b>
Principal (exempt)	\$175
Senior Professional	\$127
Professional 3 (exempt)	\$115
Professional 2	\$105
Professional 1	\$95
Field Technician	\$87
Osteologist (subconsultant)	\$125
Architectural Historian (subconsultant)	\$165

Charge rates subject to an annual 3% escalation and each year thereafter.

All direct costs are subject to a 10 percent administration fee. These direct costs include but are not limited to subconsultants, information center or archive fees, heavy equipment, traffic control services, materials, reproduction, postage, traffic control costs, and travel costs.

Mileage is billed at the current IRS standard mileage rate. Lodging, meals, and incidentals are billed at the GSA per diem rates for the applicable location and month, plus local taxes and fees.

If special accounting, bookkeeping, insurance, or invoicing procedures are requested, the required service will be billed on a time and materials basis.

Fieldwork is charged at four-hour increments for non-exempt staff. Overtime will be charged at 1.5x/2.0x for all nonexempt employees in accordance with California law. Archaeological/Historical Consultants has a minimum charge of 8 hours of labor per job. If work is halted after notice to proceed, the 8-hour minimum will be charged, or actual hours worked, whichever is greater.

Native American monitoring may be arranged through Archaeological/Historical Consultants by request. Native American monitoring labor and all associated direct costs are subject to a 20 percent administration fee.



**Cornerstone Earth Group, Inc.****Hourly Rate**

## Professional Staff:

Staff	\$198
Senior Staff	\$227
Project Manager	\$250
Senior Project Manager	\$273
Principal	\$315
Senior Principal	\$350

## Construction and Support Staff:

Administrative Assistant	\$125
Engineering Technician I	\$145
Construction Services Administrative	\$160
Engineering Technician II	\$170
Technical Illustrator	\$180
Supervisory Technician	\$195
Senior Supervisory Technician	\$210

Professional Technical Staff includes Engineers, Geologists, Hydrogeologists, Chemists, and Scientists. Charges for personnel will be made in accordance with the above rates. For field personnel, regular rates are normal workday construction hours (Monday through Friday). For time spent over 8 hours in a day, time spent after 5 p.m., time spent on swing shifts, and time spent on Saturdays by field personnel, overtime rates will be charged at 1.5 times the hourly rate. Work on Sundays and holidays and work in excess of 12 hours in one day will be charged at 2.0 times the hourly rate. Field rates are based on a 48-hour notice. For less than a 48-hour notice, a 10 percent surcharge will be added. All field personnel, vehicle and equipment charges are portal to portal. Reproduction of project documents will be charged as a project expense. The hourly rate for professional staff to attend legal proceedings will be 2.0 times the hourly rate specified above.

Reimbursement for the following direct expenses incurred in connection with the Work will be billed at cost plus 18 percent: Drillers, utility locators, laboratories, contractors, hygienists, and consultants; Rented vehicles, public transportation, tolls, and air flights; Permits and special fees, insurances and licenses required to perform Work; Computer programs and rented field equipment; Large volume copying of project documents; Maps, photographs, and environmental databases; Overnight or same day delivery charges; Copying or production of over-sized figures and plans. If personnel are assigned to a project 100 miles or more from an office, \$175 per diem per person allowance will be charged. Unless mutually agreed in writing, Cornerstone will hold samples collected during the performance of the Work no longer than thirty (30) calendar days after their date of collection; project samples requested to be held greater than thirty (30) calendar days will be billed at \$100 per every ninety (90) calendar days. If payment is not received within 30 days of invoice date, the samples will be discarded. Client must notify Cornerstone in writing if the Work is subject to “prevailing wage” under local, state

Equipment Charges		Geotechnical Laboratory Tests	
		Tests Run During Normal Workday Hours	Tests Run Outside Workday Hours
Vehicle	\$31 per hour		
Nuclear Density Gauge	\$13 per test		
GPS Unit	\$100 per day	Compaction Curve	\$370 each
Hand Auger Equipment	\$100 per day	Compaction Check Point	\$190 each
Dust Meter (3)	\$475 per day, \$1,475 per week, \$4,125 per month, cellular connectivity \$515 per month per meter	Plasticity Index	\$270 each
PID ppm <sub>v</sub> / 4 Gas Meter	\$140 per day, \$600 per week, \$2,000 per month	Sieve/Hydrometer	\$270 each
PID ppb <sub>v</sub>	\$180 per day, \$650 per week, \$2,200 per month	Moisture Content	\$10 each
Weather Station	\$100 per day, \$250 per week, \$740 per month	Moisture/Density	\$35 each
Benkelman Beam	\$175 per day, \$750 per week, \$2,800 per month	- #200 Wash	\$70 each
Double Ring Infiltrometer	\$100 per day	Sieve < ¼ inch Liner (small)	\$150 each
Dynamic Cone	\$100 per day	Sieve > ¾ inch Bucket (Large)	\$225 each
Pressure / Velocity Gauge	\$90 per day, \$300 per week, \$600 per month	Lime Stability	\$400 each
VIMS Blower Equipment	\$350 per day	Consolidation	\$450 each
Depth Sounder	\$50 per day	Soil Corrosion Testing	\$250 each
ADMP Monitoring Kit (1)	\$150 per day, \$360 per week, \$840 per month		
Liner and Two Caps	\$12 each		
Core N One Sampler	\$50 each triplicate sample		
Modeling Software	\$25 per hour		
Drone	\$250 per day		

or federal laws. If a “prevailing wage” obligation exists, Cornerstone’s hourly rates for technicians and staff engineers and geologists will be billed in accordance with our Prevailing Wage Hourly Rate Sheet. Charge rates subject to an annual 3% escalation and each year thereafter.

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<b>Fehr &amp; Peers</b>	<b>Hourly Rate</b>
Principal	\$280-\$460
Senior Associate	\$240-\$335
Associate	\$215-\$290
Senior Engineer/Planner	\$165-\$240
Engineer/Planner	\$140-\$200
Senior Engineering Technician	\$160-\$255
Senior Project Accountant	\$125-\$190
Senior Project Coordinator	\$135-\$225
Project Coordinator	\$120-\$190
Technician	\$155-\$195
Intern	\$100-\$160

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Other Direct Costs / Reimbursable Expenses are invoiced at cost plus 10% for handling.

Personal auto mileage is reimbursed at the current IRS approved rate (70 cents per mile as of Jan 2025).

Technology & Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of monthly project labor.

Charge rates subject to an annual 3% escalation and each year thereafter.

<b>Hexagon Transportation Consultants, Inc.</b>	<b>Hourly Rate</b>
<b>President</b>	\$355
Principal	\$310
Senior Associate II	\$285
Senior Associate I	\$260
Associate II	\$235
Associate I	\$210
Planner/Engineer II	\$180
Planner/Engineer I	\$155
Admin/Graphics	\$130
Assistant Planner/Engineer	\$130
Technician	\$95

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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.

Charge rates subject to an annual 3% escalation and each year thereafter.

<b>H. T. Harvey &amp; Associates, Inc.</b>	<b>Hourly Rate</b>
Principal	\$355-400
Senior Associates Ecologist	\$325
Associate Ecologist	\$296
Senior Ecologist 2	\$265
Senior Ecologist 1	\$233
Ecologist 2	\$204
Ecologist 1	\$178
Field Biologist 2	\$152
Field Biologist 1	\$127
Senior GIS Analyst	\$233
GIS Analyst	\$178
Technical Editor	\$155
Senior Technical Support	\$152
Technical Support	\$127
Clerical Support	\$127
Deposition and Testimony	Two times standard Rate
Subcontractual Consultants	Cost plus 10%
Direct Expenses	Cost plus 10%
Transportation	Current IRS Federal Standard Mileage Rate
Travel (Cost plus 10%)	~\$284 per day (based on federal per diem rate)
Field Equipment Operation	Variable
GIS Computer Graphics	\$10/hour surcharge

Charge rates subject to an annual 3% escalation and each year thereafter.

<b>Illingworth &amp; Rodkin, Inc.</b>	
Principal	\$250
Senior Consultant	\$225
Consultant	\$210
Staff Consultant	\$195
Technical/Admin Support	\$140

Charge rates subject to an annual 3% escalation and each year thereafter.

Document reproduction and shipping at cost. Mileage at IRS allowable rate; currently \$0.70. Special invoicing requirements may result in administrative costs, billed at a rate of \$125/hour, in addition to the proposed budget.

Page & Turnbull	Hourly Rate
Founding Principal	\$315
Principal	\$265-\$305
Director	\$170-\$245
Senior Architect / Senior Project Manager	\$225
Architect 2 / Project Manager	\$185
Architect 1	\$155
Senior Designer / Senior Project Manager	\$195
Designer 2 / Project Manager	\$160
Designer 1	\$135
Junior Designer	\$125
Senior Cultural Resources Planner	\$170
Cultural Resources Planner 2	\$150
Cultural Resources Planner 1	\$135
Junior Cultural Resources Planner	\$120
Senior Preservation Specialist	\$195
Senior Preservation Specialist 2	\$170
Senior Preservation Specialist 1	\$140
Junior Senior Preservation Specialist	\$125
Interns	\$115
Marketing Director	\$230
Marketing Manager	\$195
Marketing Coordinator 2	\$170
Marketing Coordinator 1	\$150
Controller	\$230
Senior Project Accountant	\$190
Project Accountant 2	\$170
Project Accountant 1	\$140
Office Administrator	\$125

Charge rates subject to an annual 3% escalation and each year thereafter. Reimbursable expenses shall include the following:

- Cost of printing or duplication of drawings, specifications, reports, and cost estimates;
- Tolls, parking fees, and local travel charged in accordance with IRS code;
- Long distance telephone service and facsimile charges;
- Cost of models, special renderings, photography, special printing of publications, maps, and other supplies required for the project;
- Postage and delivery charges;
- Fees for local licenses and permits required to perform professional services;
- Travel, lodging, subsistence, and out-of-pocket expenses for authorized travel in connection with contract services.

Fees for consultant services and subcontractors retained with approval of client shall be billed at cost plus 10%.

<b>Schaaf &amp; Wheeler</b>	<b>Hourly Rate</b>
Principal Project Manager	\$305
Senior Project Manager	\$280
Senior Engineer	\$255
Associate Engineer	\$225
Assistant Engineer	\$205
Junior Engineer	\$190
Designer	\$180
GIS Analyst	\$180
Technician	\$165
Engineering Trainee	\$140

Litigation Charges: Court or deposition time as an expert witness is charged at \$500 per hour. Materials and Services: Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost. Charge rates subject to an annual 3% escalation and each year thereafter.

<b>Treanor</b>	<b>Hourly Rate</b>
Senior Principal	\$370
Principal II	\$350
Principal I	\$290
Project Lead IV	\$260
Project Lead III	\$235
Project Lead II	\$215
Project Lead I	\$200
Designer IV	\$170
Designer III	\$155
Designer II	\$135
Designer I	\$125
Landscape Architect	\$205
Civil Engineer II	\$163
Civil Engineer I	\$125
Historian VI	\$280
Hisotrian V	\$235
Historian IV	\$190
Historian III	\$160
Hisotrian II	\$140
Historian I	\$125
Preservation Planner	\$195
Intern I	\$75
Admin III	\$195

Admin II	\$150
Admin I	\$115

Treanor's standard hourly rates quoted above are effective from February 1, 2025. Charge rates subject to an annual 4% escalation and each year thereafter. These rates apply only to projects and efforts billed on an hourly basis.

WRA	Hourly Rate
Director/Principal	\$313
Senior Associate	\$272
Associate	\$229
Senior Scientist	\$209
Scientist	\$192
Senior Technician	\$165
Technician	\$136
Senior Associate Landscape Architect	\$272
Associate Landscape Architect	\$229
Landscape Architect	\$209
Landscape Designer III	\$192
Landscape Designer II	\$165
Landscape Designer I	\$144
Environmental Planning Director	\$313
Senior Environmental Planner	\$289
Senior Associates Environmental Planner	\$272
Associate Environmental Planner	\$229
Environmental Planner II	\$209
Environmental Planner I	\$192
Assistant Environmental Planner II	\$165
Assistant Environmental Planner	\$144
Conservation Strategies Senior Project Manager	\$289
Conservation Strategies Senior Associate	\$272
Conservation Strategies Associate	\$246
Conservation Strategies Senior Scientist	\$197
Conservation Strategies Senior Technician	\$177
Conservation Strategies Technician	\$154
Senior Engineering	\$289
Senior Associate Engineer	\$281
Associate Engineer	\$246
Engineer II/Geomorphologist II	\$219
Engineer I/Geomorphologist I	\$197

Assistant Engineer II	\$177
Assistant Engineer	\$154
GIS Manager	\$272
GIS Professional III	\$219
GIS Professional II	\$209
GIS Professional	\$192
GIS Senior Technician	\$165
GIS Technician	\$144
Senior Field Technician	\$192
Field Technician	\$144
Senior Project Biologist	\$134
Project Biologist	\$122
Community Resilience Team	\$90-\$202
Clerical Support	\$100
Expert Witness	Rate x 1.5

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Charge rates subject to an annual 3% escalation and each year thereafter.

Necessary project expenses and subconsultants are billed at cost plus 10 percent. Compliance Monitoring:  
Overtime is rate x 1.5

**EXHIBIT C**

**Sample Task Order Form**

**TASK ORDER**

Task Order No. \_\_\_\_\_

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: DAVID J. POWERS & ASSOCIATES, INC.

**The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:**

**List any attachments:** (Please provide if any.)

**Dollar Amount of Task Order:** Not to exceed \$\_\_\_\_\_,\_\_\_\_\_.00

**Completion Date:** \_\_\_\_\_

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

**CITY OF BURLINGAME**

**DAVID J. POWERS & ASSOCIATES, INC.**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_