

**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 Environmental Science Associates with its principal place of business at 575 Market Street #3700, San Francisco, CA 94105 (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 Eryn Brennan 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:

Environmental Science Associates.  
575 Market Street #3700  
San Francisco, CA 94105  
Attn: Eryn Brennan

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 ENVIRONMENTAL SCIENCE ASSOCIATES**

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

**CITY OF BURLINGAME**

*Approved By:*

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

\_\_\_\_\_  
Date

*Attested By:*

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

*Approved As To Form:*

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

**ENVIRONMENTAL SCIENCE ASSOCIATES**

\_\_\_\_\_  
Eryn Brennan  
Vice President

\_\_\_\_\_  
Date

## 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.

## SECTION 6

# Consultant Rates

## Environmental Science Associates & Subsidiaries: 2025 Schedule of Fees

### I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5..

LABOR CATEGORY	BILLING STEP I	BILLING STEP II	BILLING STEP III	BILLING STEP IV	BILLING STEP V	BILLING STEP VI
Senior Principal Consultant	\$258	\$285	\$314	\$344	\$375	\$405
Principal Consultant	\$218	\$248	\$276	\$305	\$334	\$363
Managing Consultant	\$197	\$219	\$243	\$266	\$289	\$312
Senior Consultant	\$163	\$180	\$202	\$223	\$245	\$266
Associate Consultant	\$147	\$162	\$175	\$189	\$203	\$217
Consultant	\$110	\$124	\$137	\$152	\$165	\$179
Project Technician	\$80	\$103	\$125	\$146	\$167	\$190

(a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.

(b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.

(c) ESA reserves the right to revise the Personnel Category Rates periodically to reflect changes in its operating costs.

### II. ESA Expenses

#### A. TRAVEL EXPENSES

##### 1. Transportation

- Company vehicle – fixed rate + fee for mileage in excess of 100 miles.
- Common carrier or car rental – actual expense multiplied by 1.15.
- If company vehicle is to be used in off-road conditions, a daily \$15 use fee will be added to the standard daily vehicle rate..

##### 2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.15.

#### B. TECHNOLOGY AND DATA MANAGEMENT FEE

Non-travel expenses incurred for the duration of the agreement for project support but not itemized below. Project labor charges multiplied by 3%. Fee encompasses the following:



Starting January 2023, ESA implemented a 3% Technology and Data Management fee on all applicable contracts, excluding charges related to equipment rentals, reimbursable expenses, and subcontractor fees. This fee plays a pivotal role in mitigating an array of technology and data management expenditures incurred by ESA to ensure the delivery of the comprehensive and high-quality services our clients expect. These expenses include, but are not limited to:

- **Long-Term Data Retention and Security Administration:** Covering the expenses associated with administering the protection of client data and assets throughout and beyond the contractual period.
- **Development and Maintenance of Internal ESA Software Tools:** Accounting for the ongoing investments required to create and maintain tools integral to our client engagements.
- **Data Privacy and Security Maintenance:** Encompassing the costs involved in maintaining data privacy and security, including regular security audits to uphold the highest standards.
- **Advanced Technology-Related Costs:** Addressing the escalating expenses associated with subscriptions for cutting-edge technical software, licenses, and cloud data services.

This fee structure enables ESA to uphold its commitment to providing clients with top-tier services while managing the ever-evolving demands of technology and data management in the work that we do.

### C. CLOUD-BASED SERVICES

ITEM	RATE/ HOUR	RATE/DAY	RATE/ WEEK	RATE/ MONTH
Cloud-based Services				
Nearmap High Resolution Image		\$55/image		
ArcGIS Online Hosting (Web Maps/Apps)				\$225
Website Hosting				\$200
Custom Application & Services Hosting*				\$300*
Modeling (GeoHECRAS, TUFLOW, Delft3D) + Drone) Processing	\$7	\$160	\$950	\$3,900
Aviation Environmental Design Tool (AEDIT) Processing	\$13	\$190	\$1,120	\$4,600

\*includes support for database, SSL, IT support – costs vary by project. Contact software development services for firm pricing.

### D. PRINTING/REPRODUCTION RATES

If a weekly or monthly rate is not provided, equipment usage is billed at a daily rate.

ITEM	RATE/PAGE	SAMPLE PRICING
Black & White – 8.5X11	\$0.15	
Black & White – 11X17	\$0.30	
Color – 8.5X11	\$0.50	
Color – 11X17	\$0.80	
BW – Plotter (Toner – ECO Quality)	\$0.50/sf	24x36 B/W CAD drawing would cost \$3 per sheet
BW – Plotter (Toner – Presentation Quality)	\$1.25/sf	24x36 B/W CAD drawing would cost \$7.50 per sheet
Color – Plotter (Inkjet – ECO Quality)	\$2.50/sf	24x36 Color Drawing would cost \$15 per sheet
Color – Plotter (Inkjet – Presentation Quality)	\$5.00/sf	24x36 Color Drawing would cost \$30 per sheet
CD	\$10.00	
Digital Photography	\$20.00 (up to 50 images)	
All Other Items (including bindings and covers)	At cost plus 10%	

## E. EQUIPMENT RATES

ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
<b>Project Specific Equipment:</b>			
Vehicles – Standard size (no off-road usage)	\$ 100 <sup>a</sup>	\$ 500 <sup>a</sup>	
Vehicles – 4x4 /Truck (light duty)	150 <sup>a</sup>		
Vehicles – 4x4 /Truck (heavy duty)	175 <sup>a</sup>		
Vehicles – ATV	150		
Noise Meter	115		
Hydroacoustic Noise Monitoring Equipment	175		
Satellite Phone	15	70	250
Electrofisher	350	1,750	
Field Traps	50		
Digital Hypsometer (Nikon)	25		
Backpack Sprayer	30		
360-Degree 4k Camera	35	175	
High Resolution Time-Lapse Camera	20	100	350
Beach Seine	60		
Block Net	30		
PIT Tagging Kit	25		
Underwater Light Meter		500	
Otter Trawl	115		
Wildlife Acoustics Bat Detector	125	400	
Wildlife Trail Camera	30	100	
Fiber Optic Endoscope	150	750	
Spotting Scope	50	200	
Personal Protective Equipment (PPE)	25		
<b>Photo and Video Production Equipment:</b>			
Mirrorless Camera + Lens + SD Card	220	550	2000
Tripod + Camera Case	50	175	500
Lighting Equipment	20	75	250
Shotgun Microphone Kit	15	50	180
2 Person Microphone Kit	10	25	85
<b>Topographic/Bathymetric Survey Equipment:</b>			
Total Station	\$ 300	\$	\$
UAV/Drone	300	1,500	
RTK-GPS	300		
RTK-GPS Smartnet Subscription	75		

ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Hypack Survey Software	150		
Laser/Auto Level	50		
Single-Beam Echoshounder	150	600	
Sidescan Sonar	200		
1m GNSS Data Collection System	85	425	1,700
Sub-meter GNSS Data Collection System	115		
Sub-foot Data Collection System	230		
Garmin GPS or equivalent	30		

#### Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:

ISCO 2150 Area Velocity Flow Logger	\$ 50	\$ 300	\$ 800
SonTek IQ-Plus Area Velocity Flow Logger	100	500	1,500
Logging Rain Gage	10	50	200
Hand-Held Current Meter	50		
Surface Velocity Radar	50		
Wave Pressure Sensor		115	460
Wave Buoy		175	700
Sonic Wave Sensor	35	175	500
Logging Water Level - Pressure Transducer			125
Logging Barometric Pressure Logger			60
Well Probe / Water Level Meter	25		
Bottom-Mounted Tripod / Mooring	30	150	400
Stormwater Crest Sampler			20
Radar Wave Sensor with Logger Box	150	300	1000

#### Water Quality Equipment:

Logging Turbidimeter/Water Level Recorder	\$	\$	\$ 400
Logging Conductivity/Water Level Recorder			250
Recording Conductivity Meter w/Datalogger	20	60	200
Hand-Held Turbidimeter	50	200	
Hand-Held Salinity Meter or pH meter	35		
Logging Salinity Gauge			150
Logging DO/Temp Probe			150
Logging Water Quality Sonde 1 Sensor	50	200	700
Logging Water Quality Sonde 2 Sensor	65	250	800
Logging Water Quality Sonde 3 Sensor	75	300	900
Logging Water Quality Sonde 4 Sensor	90	350	1,000
Telemetry System Hardware			125

ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Water Quality Multi-Probe Depth Profiler	200		
Niskin Water Sampler	50		
ISCO 6712 Portable Sampler w/ISCO 2105 Module	60	350	900
<b>Sedimentation/Geotechnical Equipment:</b>			
Peat Corer	\$ 85		
60lb Helly-Smith Bedload Sampler	200		
Mini-Ponar Grab Sampler	50		
DH-76 Suspended Sediment Sampler	100		
D-96 Suspended Sediment Sampler	200		
Bridge Crane	150		
RSET	50		
AMS Soil Sampling Kit	50		
Hand-Held Helley-Smith Bedload Sampler	30		
Guelph Permeameter	60		
Sludge Sampler	60		
Shear Strength Vane	60		
Handheld DH-48 Suspended Sediment Sampler	30		
<b>Boats:</b>			
Small Watercraft	\$ 75	\$ 300	
15'-17' Boat	350	1,200	
20'-21' Boat	400	1,800	
22'-25' Boat	500	2,000	
Houseboat Floating Laboratory		4,500	

a Actual project charges will include the daily rate plus \$0.75 per beyond 100 miles.

### III. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

### IV. Other

The fees above do not include sales tax. Any applicable or potential sales tax will be charged when appropriate.

### V. Payment Terms

Unless otherwise agreed in writing, ESA will submit invoices on a monthly basis. Any unpaid balances shall draw interest at one and one half percent (1.5%) per month or the highest rate allowed by law, whichever is lower, commencing thirty (30) days after date of invoice. All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Client as true and accurate and Client thereafter waives any objection to Clients invoices, which are payable in full.

2024-2025

# Hourly Billing Rates

**Fehr  
&Peers**

## DATES EFFECTIVE

July 2024 through June 2025

## NOTES

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

Personal auto mileage is reimbursed at the then 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 project labor.

Classification	Hourly Rate
Principal	\$280 - \$400
Senior Associate	\$210 - \$325
Associate	\$185 - \$285
Senior Engineer/Planner	\$160 - \$235
Engineer/Planner	\$130 - \$190
Senior Engineering Technician	\$150 - \$240
Senior Project Accountant	\$125- \$190
Senior Project Coordinator	\$125 - \$185
Project Coordinator	\$125 - \$175
Technician	\$145 - \$190
Intern	\$100 - \$130

**Fehr & Peers** reserves the right to change these rates at any time with or without advance notice.

# Prevision Billing Rates & Payment Policies



Effective January 1st, 2025

## Hourly Billing Rates

Adam Phillips, Principal	\$300 / hr
Admin Staff	\$130 / hr

## Reimbursable Charges

The following charges are in addition to personnel fees:

Auto Mileage	IRS Standard Mileage Rates
Printing and reproduction (per sheet)	
Black & White Prints/Copies (Letter)	\$0.25
Black & White Prints/Copies (Ledger/Super B)	\$1.00
Presentation Color (letter size)	\$4.00
Large Format prints/plots (outsourced)	Cost + 10%

Unless otherwise specified by contract, charges for all outside consultant and other reimbursable expenses are computed on the basis of cost plus 10%.

## Payment Method

Invoices shall be prepared and sent via email (unless hard copy is requested) on a monthly basis. Billing shall reflect hours spent and/or project progress, shall be due upon receipt. Failure of the client to make payments within 90 days may be taken as a directive to cease work until payment is received. Past due payments shall additionally be subject to interest at the prevailing rate.

## Changes In Billing Rates And Policies

The hourly rates shown on the schedule of charges are reviewed yearly and reissued if modified. Unless specified by contract, hourly charges to all projects (including those continuing from the previous year's fee schedule) will be based on the latest schedule of charges.

## EXHIBIT C

### Sample Task Order Form

## TASK ORDER

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

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: ENVIRONMENTAL SCIENCE ASSOCIATES

**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**

**ENVIRONMENTAL SCIENCE ASSOCIATES**

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

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

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

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