

Exhibit 'A'

AGREEMENT FOR CITY ENGINEER SERVICES

This Agreement for City Engineer Services ("Agreement") is made and entered into effective the _____ day of _____, 2022, by and between the CITY OF KERMAN, a California municipal corporation (hereinafter referred to as "City") and Yamabe & Horn Engineering, Inc. (hereinafter referred to as "Yamabe & Horn").

RECITALS

- A. The City of Kerman has historically contracted out its City general engineering services.
- B. Yamabe & Horn is engaged in the business of furnishing technical and expert general engineering services for cities and other public entities and has served as City Engineer for the City of Kerman pursuant to a contract since 1991.
- C. The parties have determined a need to update the most recent agreement entered in September of 2017.
- D. Yamabe & Horn hereby represents that it desires to perform and that it is professionally and legally capable of performing the services called for by this Agreement.
- E. The City is satisfied with the general engineering services provided by Yamabe & Horn and wishes to continue to have Yamabe & Horn provide general engineering services and act as City Engineer.
- F. This Agreement will be administered for City by the City Manager or City Manager's designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter contained to be kept and performed by the respective parties, the parties mutually agree as follows:

1. Scope of Services.

Yamabe & Horn shall perform to the satisfaction of City the services described in **EXHIBIT A**, including work incidental to, or necessary to perform, such services even though not specifically described in **EXHIBIT A**, which is incorporated herein by reference as if fully set forth.

2. Licenses, Permits, Fees, and Assessments.

Yamabe & Horn represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the services required by this Agreement. Yamabe & Horn represents and warrants to City that Yamabe & Horn shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification or approval that is legally required for Yamabe & Horn to perform the services under this Agreement. Yamabe & Horn shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Yamabe & Horn's performance of the Work and Services required by this Agreement, and shall indemnify,

defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City hereunder.

3. Term of Agreement

This Agreement shall be effective from the date first set forth above (“Effective Date”) and shall continue in full force and effect for a five (5) year term, subject to any earlier termination in accordance with this Agreement. This term may be extended upon mutual agreement by both parties.

4. Compensation

Yamabe & Horn’s sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be in accordance with the Fee Schedule set forth in **EXHIBIT B** and incorporated herein by reference.

Yamabe & Horn’s Fee Schedule may be adjusted annually upon request by Yamabe & Horn and approval by the City Council.

Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable within thirty (30) days of receipt of such invoice.

5. Modification of Scope, Compensation, or Other Terms.

The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification may include an adjustment to Yamabe & Horn’s compensation. Any change in the scope of services or a fee schedule must be made by written amendment to the Agreement signed by an authorized representative for each party. Yamabe & Horn shall not be entitled to any additional compensation if services are performed prior to a signed written agreement.

6. Termination

Termination for Convenience.

Either party may terminate this Agreement at any time by giving notice of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination. In the event of termination for convenience, all finished or unfinished documents and other materials as described in the Scope of Work become the property of City.

Termination for Cause.

If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the “breaching party”), or other party (the “terminating party”) shall have the right to terminate the Agreement by giving not less than five (5) working days’ written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

In the event of termination, all finished or unfinished documents, reports, or other materials prepared by Yamabe & Horn under this Agreement shall become City's property. Yamabe & Horn shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination.

7. Coordination of Work.

Representative of Yamabe & Horn.

Jerry Jones is a principal of Yamabe & Horn and is hereby designated as being the principal and representative of Yamabe & Horn authorized to act in its behalf with respect to the services to be performed under this Agreement and to make all decisions in connection therewith. Jerry Jones, P.E. shall be the designated City Engineer on behalf of Yamabe & Horn for City. The designated City Engineer may not be changed without prior written approval of the City Manager.

City Manager.

It shall be Yamabe & Horn's responsibility to ensure that the City Manager or designee is kept fully informed of the progress of the performance of the services, and Yamabe & Horn shall refer any decisions which must be made by the City to the City Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Manager.

8. Confidential Information, Ownership of Documents and Copyright License

Any reports, information, or other data prepared or assembled by Yamabe & Horn pursuant to this Agreement shall not be made available to any individual or organization by Yamabe & Horn without the prior written approval of the City Manager. During the term of this Agreement, and thereafter, Yamabe & Horn shall not, without the prior written consent of City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary to City.

Any and all writings and documents prepared or provided by Yamabe & Horn pursuant to this Agreement are the property of City at the time of preparation and shall be turned over to City upon expiration or termination of the Agreement. Yamabe & Horn shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

9. Professional Skill

It is further mutually understood and agreed by and between the parties hereto that inasmuch as Yamabe & Horn represents to City that Yamabe & Horn is skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Yamabe & Horn to do and perform such services in a skillful manner and Yamabe & Horn agrees to thus perform the services. Therefore, any acceptance of such services by City shall not operate as a release of Yamabe & Horn from said professional standards.

10. Indemnification

Subject to the restrictions of California Civil Code section 2782.8, Yamabe & Horn shall indemnify and hold harmless City, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all claims, demands, causes of action, liability, losses, costs or expenses for any damage due to the death or injury to any person and injury to property resulting from the Yamabe & Horn's negligence, recklessness, or willful misconduct, or the negligence, recklessness or willful misconduct of Yamabe & Horn's officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of Yamabe & Horn in the performance of this Agreement. Yamabe & Horn also agrees to pay a proportionate share of the costs of defense for such claims, demands, causes of action, liability, losses, costs or expenses to the extent of Yamabe & Horn's proportionate percentage of fault, or as otherwise required by section 2782.8.

The parties understand and agree that the duty of Yamabe & Horn to indemnify and hold harmless includes the duty to pay only a share of costs based upon Yamabe & Horn's proportionate share of fault as adjudged by a trier of fact

11. Insurance

Throughout the life of this Agreement, Yamabe & Horn shall pay for and maintain in full force and effect all insurance as required in **EXHIBIT C**.

If at any time during the life of the Agreement or any extension, Yamabe & Horn or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Yamabe & Horn shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Yamabe & Horn of its responsibilities under this Agreement. This phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Yamabe & Horn shall not be deemed to release or diminish the liability of Yamabe & Horn, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Yamabe & Horn. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Yamabe & Horn, its principals, officers, agents, employees, persons under the supervision of Yamabe & Horn, vendors, suppliers, invitees, Yamabe & Horn's, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of City, Yamabe & Horn shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

12. Conflict of Interest and Non-Solicitation

Yamabe & Horn shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Yamabe & Horn shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Yamabe & Horn and the respective subcontractor(s) are in full compliance with all laws and regulations. Yamabe & Horn shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Yamabe & Horn shall immediately notify City of these facts in writing.

In performing the work or services to be provided hereunder, Yamabe & Horn shall not employ or retain the services of any person while such person either is employed by City or is a member of the City Council, or a commission, or similar City body.

Yamabe & Horn represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefit hereunder.

Neither Yamabe & Horn, nor any of Yamabe & Horn's subcontractors performing any services under this Agreement shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Agreement unless fully disclosed to and approved by the City Manager, in advance and in writing. Yamabe & Horn and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Agreement unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City under this provision, Yamabe & Horn shall remain responsible for complying with Section 12(a) above.

If Yamabe & Horn should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Yamabe & Horn shall include the provisions of this Section 12 in each subcontract and require its subcontractors to comply therewith.

13. Covenant Against Contingent Fees

Yamabe & Horn warrants that he has not employed or retained any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. General Terms

Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the City Manager or his/her designee.

Records of Yamabe & Horn's expenses pertaining to the Agreement shall be kept on a generally recognizable accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Yamabe & Horn pertaining to the services provided under this Agreement shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This Section 14(b) shall survive expiration or termination of this Agreement.

Prior to execution of this Agreement by City, Yamabe & Horn shall have provided evidence to City that Yamabe & Horn is licensed to perform the services called for by this Agreement (or that no license is required). If Yamabe & Horn should subcontract all or any portion of the work or services to be performed under this Agreement, Yamabe & Horn shall require each subcontractor to provide evidence to City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

15. Nondiscrimination

To the extent required by controlling federal, state, and local law, Yamabe & Horn shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Yamabe & Horn agrees as follows:

Yamabe & Horn will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

Yamabe & Horn will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, and ethnicity, status as a disabled veteran or veteran of the Vietnam era. Yamabe & Horn will ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, and ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Yamabe & Horn's employment practices including, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Yamabe & Horn agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

16. Independent Contractor

In the furnishing of the services provided for herein, Yamabe & Horn is acting solely as an independent contractor. Neither Yamabe & Horn, nor any of its officers, agents, or employees shall be deemed an officer,

agent, employee, joint venture, partner, or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Yamabe & Horn shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Yamabe & Horn is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between Yamabe & Horn and City. Yamabe & Horn shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Yamabe & Horn shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, Yamabe & Horn and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Yamabe & Horn shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with its other obligations under this Agreement, Yamabe & Horn shall be solely responsible, indemnify, defend, and save City harmless from all matters relating to employment and tax withholding for and payment of Yamabe & Horn's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Yamabe & Horn may be providing services to others unrelated to City or to this Agreement.

17. Notices.

Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of mailing thereof.

18. Assignment

This agreement is personal to Yamabe & Horn and there shall be no assignment by Yamabe & Horn of its rights or obligations under this Agreement without the prior written approval of the City Manager or her designee. Any attempted assignment by Yamabe & Horn, its successors or assigns, shall be null and void unless approved in writing by the or his/her designee.

Yamabe & Horn hereby agrees not to assign the payment of any monies due Yamabe & Horn from City under the terms of this Agreement to any other individual(s), corporation(s), or entity(ies). City retains the right to pay any and all monies due Yamabe & Horn directly to Yamabe & Horn.

19. Compliance With Law

In providing the services required under this Agreement, Yamabe & Horn shall at all times comply with all applicable laws of the United States, the State of California, and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

20. Waiver

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

21. Governing Law and Venue

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

22. Headings

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

23. Severability

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

24. Interpretation

The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

25. Attorneys' Fees

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

26. Exhibits

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

27. Precedence of Documents

In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement shall be null and void.

28. Cumulative Remedies

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

29. No Third Party Beneficiaries

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

30. Extent of Agreement

Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Yamabe & Horn.

31. Contact Information.

The following constitutes contact information for the parties:

CITY:

City of Kerman
Attn: John Jansons, City Manager
850 S. Madera Ave
Kerman, CA 93630

Phone: 559-846-9450
Fax: 559-846-6199
Email: jjansons@cityofkerman.org

YAMABE & HORN:

Yamabe & Horn Engineering, Inc.
Attn: Jerry Jones
2985 N. Burl Ave, Ste. 101
Fresno, CA 93727

Phone: 559-244-3123
Fax: 559-244-3120
Email: jjones@yhmail.com

[SIGNATURES ON NEXT PAGE]

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

CITY OF KERMAN, a California municipal corporation

**YAMABE & HORN ENGINEERING, INC.
a corporation**

Name: John Jansons

Name: Jerry Jones

Title: City Manager

Title: President

Date: _____

Date: _____

ATTEST:

Marci Reyes, City Clerk

APPROVED AS TO FORM:

City Attorney

Any Applicable Professional License:

Number:

Name:

Date of Issue:

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee Schedule

Exhibit C – Insurance Requirements (to be included at execution of agreement)

EXHIBIT 'A'

SCOPE OF SERVICES

General Services and Project Management.

- Serves as the City Engineer
- Manages all aspects of civil engineering, plan checking, development conditions and capital project management for the City.
- Reviews all matters pertaining to engineering to ensure that undertakings proposed and implemented by the City and others are done in a manner that protects the City's interest and are in keeping with City goals, specifications and practices as well as with local, state and federal laws.
- Assists in planning, coordinating, supervising and evaluating programs, plans, services, equipment and infrastructure.
- Develops and recommends policies and procedures for effective operation of the City consistent with City policies and relevant laws, rules and regulations and ensures Councils actions are implemented.
- Evaluates the City's needs and formulates short and long-range plans to meet needs in all areas of Public Works improvements, including streets, water, and sewer, storm drainage, street lights, parks and facilities.
- Provides engineering services on projects and oversees project management for the construction of municipal Public Works projects.
- Makes presentations to the public, City Council and commissions.
- Be available to the public and private developers to handle matters dealing with the engineering functions of City government.
- Prepares reports, investigations, studies and evaluations as, from time to time, may be required and directed by the City Manager or his/her designee.
- Performs other engineering related functions as directed by the City Manager or his/her designee
- Advises the City as to engineering and construction financing available from other government agencies, and when so directed, prepare and initiate applications for funding
- Assists administrative staff in management of records relating to engineering. Serves as liaison to the Public Works Director for engineering related matters. Provides public information regarding municipal engineering matters.
- Prepares capital improvement projects, improvement plans, specifications, bid documents and public improvement project management.
- Reviews and evaluates bid submittals.

- Provides construction observation and management during the course of City projects. Acts as Resident Engineer. Assists with inspection, approval of payments, cost estimating, filing of notices and other related tasks.
- Coordinates activities with other departments and outside agencies to obtain various approvals and agreements such as environmental clearances, permits, land acquisitions and rights-of-way for assigned engineering projects.
- Under general direction, plans, organizes and administers real property program for the acquisition and disposition of City owned property as it relates to engineering projects.
- Negotiates land acquisitions, disposition, easements, agreements, leases and other assorted property rights as it relates to engineering projects.
- Coordinates appraisal of residential, commercial, industrial and agriculture properties for acquisition, disposition, lease etc., as it relates to engineering projects.

Development Review Function.

- Reviews land use applications and construction plans for private developments for consistency with City adopted engineering specifications, City policies and relevant laws, rules and regulations and ensures council actions are implemented.
- Performs statutory functions of the City Engineer pertaining to the review and checking of lot line adjustments, parcel and tracts maps, including tentative, final and vesting maps. Ensure map conformance with State Subdivision Map Act and City ordinances.
- Ensures that costs and fees are charged back to development projects, works with the Planning Department to monitor charges and revenues associated with development projects.
- Provides a “turn around” checking time for maps and improvement plans generally not to exceed four weeks (larger, complex development projects may necessitate increased plan check time to be mutually agreed upon by Parties) for the first plan check after the application has been determined complete.
- Establishes performance, labor and material bond amounts when required and ensures the posting of such bonds with the proper time sequence of such development control.
- Provides necessary and related functions as are the normal practice of the City Engineer in control of private development.
- Upon request of City, provides inspection services for improvements constructed as part of private development.
- Performs other engineering related functions as directed by the City Manager or his/her designee

Major Engineering Projects

This Agreement contemplates Major Engineering Projects requiring engineering studies, master plans, and master reports. Yamabe & Horn may not commence any such work until authorized to proceed. It is also understood that City may in its sole discretion determine to engage other engineers for such projects.

END OF EXHIBIT A

EXHIBIT 'B'

**CITY OF KERMAN FEE SCHEDULE
GENERAL ENGINEERING SERVICES**

YAMABE & HORN ENGINEERING, INC.

CIVIL ENGINEERS – LAND SURVEYORS
2985 N Burl Avenue, Suite 101, Fresno, CA 93727
(559) 244-3123, FAX (559) 244-3120

KERMAN CITY ENGINEERING RATE SCHEDULE FISCAL YEAR 2022-23			
	GENERAL FUND	OTHER FUNDS	
PRINCIPAL ENGINEER	\$ 155	\$ 180	per hour
EXPERT WITNESS	\$ 275	\$ 275	per hour
CIVIL ENGINEER V	\$ 140	\$ 165	per hour
CIVIL ENGINEER IV	\$ 135	\$ 160	per hour
CIVIL ENGINEER III	\$ 130	\$ 155	per hour
CIVIL ENGINEER II	\$ 120	\$ 140	per hour
CIVIL ENGINEER I	\$ 115	\$ 135	per hour
PROJECT MANAGER II	\$ 120	\$ 140	per hour
PROJECT MANAGER I	\$ 110	\$ 130	per hour
ASSISTANT ENGINEER III	\$ 105	\$ 120	per hour
ASSISTANT ENGINEER II	\$ 100	\$ 115	per hour
ASSISTANT ENGINEER I	\$ 90	\$ 105	per hour
LAND SURVEYOR II	\$ 130	\$ 145	per hour
LAND SURVEYOR I	\$ 110	\$ 125	per hour
ASSISTANT SURVEYOR II	\$ 105	\$ 120	per hour
ASSISTANT SURVEYOR I	\$ 95	\$ 110	per hour
GIS ANALYST	\$ 105	\$ 115	per hour
GIS TECHNICIAN	\$ 90	\$ 100	per hour
CONSTRUCTION MANAGER II	\$ 125	\$ 135	per hour
CONSTRUCTION MANAGER I	\$ 105	\$ 120	per hour
PROJECT SERVICES ADMINISTRATOR	\$ 70	\$ 80	per hour
INSPECTOR II PREVAILING WAGE	\$ 160	\$ 160	per hour
INSPECTOR I PREVAILING WAGE	\$ 150	\$ 150	per hour
CAD MANAGER	\$ 100	\$ 115	per hour
CAD DRAFTER II	\$ 85	\$ 100	per hour
CAD DRAFTER I	\$ 78	\$ 90	per hour
CLERICAL	\$ 60	\$ 70	per hour
2-PERSON SURVEY CREW	\$ 200	\$ 200	per hour
2-PERSON SURVEY CREW PREVAILING WAGE	\$ 265	\$ 265	per hour
1-PERSON SURVEY CREW	\$ 160	\$ 160	per hour
1-PERSON SURVEY CREW PREVAILING WAGE	\$ 210	\$ 210	per hour
TRAVEL		\$ 0.58	per mile
MISC. COSTS & SUBCONSULTANTS			Cost plus 10%

Effective Date: October 2022

Notes:

- 1) Approved OT for Inspectors and Surveyors shall be billed at 1.5x (OT) or 2.0x (Holidays) as appropriate