

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Quad Knopf, Inc., a California Corporation, doing business as QK, whose address of record is 2816 Park Avenue, Merced, California 95348, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to provide on-call surveying services; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide the services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the services described in Exhibit "A" attached hereto. City and Consultant shall enter into an "Authorization of Service Agreement," substantially in the form of Exhibit "C" attached hereto and incorporated herein by this reference. The City's City Manager shall have the authority to execute on City's behalf the Authorization of Service Agreement without additional approval by the City Council so long as the funding is available within the project's budget. In the event additional funding is required, a First Amendment to this Agreement will require prior City Council approval. In the event of a conflict between the term of this Agreement and the terms of the Authorization of Service Agreement, the terms and conditions set forth herein shall prevail over those set forth in the Authorization of Service Agreement.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Engineer or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in each Authorization of Service Agreement. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on September 6, 2023. This Agreement may be extended for two (2) one (1) year terms upon written approval by the City.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement and accompanying Authorization of Services Agreement shall be in accordance with the fee schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Five Hundred Thousand Dollars (\$500,000.00).

5. **METHOD OF PAYMENT.** City shall pay Consultant for services rendered pursuant to this Contract, at the times and in the manner set forth in each Authorization of Service Agreement. The payments specified in the Authorization of Service Agreement shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement. Consultant hourly rates shall not exceed those listed in Exhibit "B," attached hereto and incorporated herein by this reference.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled

checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. **INDEMNITY.**

A. **Indemnity for Professional Liability.** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. **Indemnity for Other Than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability

for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

10. **INSURANCE.** During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. **Workers' Compensation Insurance.** Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. **General Liability.**

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Vendor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Vendor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Vendor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Vendor at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Vendor agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties

or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. **WAIVER.** In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

///

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  8/5/12
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

{Signatures continued on next page}

CONSULTANT
QUAD KNOFF, INC.,
A California Corporation
Doing Business As QK

BY: 
(Signature)

Garth A. Pecchenino
(Typed Name) PLS 7825

Its: VP of Technical Services
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 94-2228472

ADDRESS: 2816 Park Avenue
Merced, CA 95348

TELEPHONE: (209) 723-2066

FAX: _____

E-MAIL: garth.pecchenino@qkinc.com

EXHIBIT A

Firm Qualifications

In 2014, Quad Knopf, Inc. (established in 1972) combined resources with long-time teaming partner Fremming, Parson & Pecchenino (FP&P), a well-known and respected civil engineering and land surveying firm established in 1950 in Merced. The merge enabled both firms to expand their geographic presence, and provide enhanced specialized environmental, planning, construction support and GIS services to FP&P clients, while strengthening QK's water resources, surveying and civil engineering services.

At the time of the merger, FP&P (established in 1950) had been providing professional services to a wide variety of clients, both public and private for over 65 years. Quad Knopf, with offices in Fresno, Visalia, Bakersfield, and Roseville had been providing professional services nearly 42 years. The merger of these two firms created a 100+ year legacy firm now known as "QK."

In 2018, QK acquired James Winton & Associates (JWA), a long-established land surveying firm based in Porterville. The addition of JWA professional staff and experience further expanded our ability to provide land surveying services to our clients.

Today, QK now has a diverse staff of over 120 employees in five offices – Merced, Clovis, Visalia, Porterville, and Bakersfield. QK's Merced office has a total of 14 employees.

We provide:

- **Engineering Design**
- **Construction Management**
- **Land Surveying**
- **Landscape Architecture**
- **Environmental Permitting**
- **Planning**
- **Geographic Information Systems (GIS)**
- **Urban Design**
- **Biology**

We also have extensive years of experience providing on-call civil and traffic engineering, land surveying, and a broad range of associated services. In addition, we serve as City or District Engineer and/or provide District Engineering Services for many public agencies including:

- **City of Merced**
- City of Atwater
- County of Merced
- Hilmar County Water District
- Housing Authority of the County of San Joaquin
- Merced Irrigation District
- Le Grand Community Services District
- Delhi County Water District
- Planada Community Services District
- South Dos Palos County Water District
- Merquin Water District
- Midway Community Services District
- Catholic Healthcare West
- Franklin County Water District
- Winton Water & Sanitary District
- Greenfield County Water District
- City of Dos Palos
- Merced College
- City of Lemoore
- City of Lindsay
- City of Farmersville
- City of Exeter
- City of Delano
- City of Woodlake



TRAFFIC ENGINEERING

QK's traffic engineering staff includes licensed civil and traffic engineers with extensive experience in the subdisciplines essential to providing complete traffic engineering services. The firm provides professional and technical consulting services to public agencies, including Caltrans, cities, counties, and schools, as well as private development clients. Our senior traffic engineering staff has a combined total of more than 40 years of experience. Their experience and diversity make them helpful in all phases of a project, including preliminary planning, design, and construction management.

Services include:

- Traffic Engineering Design
- Traffic Operations Analysis
- Transportation Studies
- Traffic Engineering Reports
- Traffic Signal Design
- Active Transportation Plans
- Bicycle & Pedestrian Facilities
- Roundabouts
- Neighborhood Traffic Calming
- Safe Routes to School
- Roadway Lighting
- Ramp Metering
- Sign Lighting
- Traffic Handling
- Signing
- Pavement Delineation
- Expert Witness Testimony for Traffic-Related Matters
- Traffic Signal and Traffic Signal System Evaluation
- Red Light Traffic Monitoring Facilities
- Engineering and Traffic Surveys (Speed Zone Studies)
- On- and Off-Street Parking Analysis Studies
- Parking Facilities Design
- Traffic Control Device Assessments



LAND SURVEYING

QK currently employs a team of experienced licensed land surveyors that operate both in the office and field environment. QK acts as Surveyor of Record and has performed topographic, ALTA/NSPS, boundary, construction control surveys, and construction staking on countless projects throughout California.

QK's land surveying department supports projects by providing the following services:

- Topographic Surveys
- Boundary Surveys
- Aerial Photo Control Surveys
- Construction Control Staking
- Geodetic Control Surveys
- Utility Location Surveys
- ALTA Surveys
- Right of Way Surveys and Maps
- Cadastral Surveys
- Indian & Trust Surveying
- Horizontal/Vertical Control
- Engineering Surveys
- CADD Services
- Map Checking
- Legal Descriptions
- Delineation of Research Plots
- Spatial Reference Points

PART A – SCOPE OF WORK

The consultant service in each category may include, but is not necessarily limited to, the scope outlined below. The City will select up to three (3) consultants from each category. The scope may expand based on the needs of the City.

General Civil Engineering:

1. Provide construction plans and specifications of various road projects.
2. Provide construction plans and specifications for various utility projects (i.e. water, sewer, storm, etc.).
3. Provide construction support/inspection on various projects.
4. Provide alignment studies and cost estimates.
5. Prepare application for various grants.
6. Prepare various studies that is related to roads, water, sewer, and storm drains.
7. Assist with regulatory compliance and negotiation with Federal, State, and other agencies as necessary.
8. Other tasks that may be requested by the City (i.e. Structural).
9. Manage sub-consultant to complete the projects (geotechnical, traffic, environmental, etc.)

Geotechnical Engineering and Construction Observation and Materials Testing Services

1. Provide geotechnical analysis services, including conducting soil sampling, classification and soil permeability analysis.
2. Provide construction observation and material testing services in accordance with City of Merced Standards and Caltrans Test Methods.
3. Provide road treatment recommendations based on samples from the field including, but not limited to, Cement, Quicklime, and Quicklime+ applications.
4. Provide evidence of the possession of current Caltrans Certifications (Inspector, Tester, and Laboratory) for soil, concrete, and asphalt methods for Construction Observation and Materials Testing Services

Survey:

1. Prepare topographic and planimetric survey of proposed City projects, including all underground utility location(s) based on USA markings, digital terrain modeling for contour interpolation, profile, cross-section, and earthwork volume calculations
2. Prepare drawings of the survey based on the latest AutoCAD version (2018 or newer).
3. Provide land records research for boundary determination of existing and proposed City properties and right-of-way.
4. Recover existing monuments, including monuments (section corners, etc.) property corners, right-of-way monuments, and benchmark.
5. Provide retracement surveys.
6. Re-establish lost or obliterated corners.
7. Re-establish control points.
8. Provide construction staking as needed.
9. Provide record filing including, but not limited to, corner records, record of survey, etc.

Traffic Engineer

1. Provide construction plans and specifications for traffic signals and phasing.
2. Prepare railroad pre-emption studies as necessary.
3. Provide transportation planning.
4. Prepare traffic safety and traffic studies.
5. Analyze traffic safety and traffic studies prepared by other consultants for development projects.
6. Conduct traffic counts and speed studies.
7. Coordinate with the California Public Utilities Commission (CPUC) and other agencies as necessary to obtain approval(s) for various projects.
8. Prepare pre-emption timing.
9. Traffic cards.
10. Signal coordination
11. Review Traffic studies for other developments

PART – B CONSULTANT REQUIREMENTS

All engineering plans (including structural and geotechnical), calculations, specifications, and reports (hereinafter referred to as "documents") shall be prepared by, or under the responsible charge of, a licensed engineer in the State of California and shall include his or her name and license number. Interim documents shall include a notation as to the intended purpose of the document, such as "Preliminary", "Not for Construction", "For Plan Check Only", or "For Review Only". All engineering plans and specifications that are permitted or that are to be released for construction shall bear the signature and seal or stamp of the licensee and the date of signing and sealing or stamping. All final engineering calculations and reports shall bear the signature and seal or stamp of the licensee, and the date of signing and sealing or stamping. If engineering plans are required to be signed and sealed or stamped, and have multiple sheets, the signature, seal or stamp, and date of signing and sealing or stamping, shall appear on each sheet of the plans. If engineering specifications, calculations, and reports are required to be signed and sealed or stamped and have multiple pages, the signature, seal or stamp, and date of signing and sealing or stamping shall appear at a minimum on the title sheet, cover sheet, or signature sheet.

All survey work, including but not limited to topographic, planimetric, field survey, boundary survey, retrace, or installation of new monuments shall be conducted under the supervision of a licensed surveyor in the State of California. Interim documents shall include a notation as to the intended purpose of the document, such as "Preliminary", "Not for Construction", "For Plan Check Only", or "For Review Only". If any document requires signature, per Professional Engineer and Survey Act, the documents shall be signed and stamped by the supervising surveyor.

The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Agreement with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and local laws and regulations.

The Consultant is required to submit a written request and obtain the City's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart

or the Consultant's cost proposals. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City.

The Consultant's personnel shall typically be assigned to and remain on specific City projects/deliverables until completion and acceptance of the project/deliverables by the City. Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the project/deliverable by the City.

After City approval of the Consultant's personnel proposal and finalization of a Task Order, the Consultant may not add or substitute personnel without the City's prior written approval.

Resumes or certification containing the qualifications and experience of the Consultant's and Sub-consultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, shall be submitted to the City for review before assignment on a project. The resume and copies of current license or certification for each candidate must be submitted to the City within one (1) week of receiving the request.

The City reserves the right and may interview the Consultant's personnel for qualifications and experience. If it is deemed necessary to conduct an interview, the Consultant shall provide adequate qualified personnel to be interviewed by the City within one (1) week of receiving the request. If the City consents with the proposed, the Consultant's personnel shall be binding to the Consultant and its Sub-consultants.

The City shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel, and determine whether the deliverables are satisfactory. The City may reject any Consultant's personnel if they do not meet the minimum qualifications. If at any time the level of performance is below expectations, the City may direct the Consultant to immediately remove their personnel from the project specified and request another qualified person be assigned as needed. The substitute personnel shall meet the minimum qualifications required by this Agreement for performance of the work as demonstrated by a resume and copies of current license or certifications submitted by the Consultant. Substitute personnel shall receive prior written approval from City. Invoices with charges for personnel not pre-approved by the City for work on the Agreement and for each task shall not be reimbursable.

The Consultant shall not remove or replace any existing personnel assigned to the project without the prior written consent of the City. The removal or replacement of personnel without the written approval from the City shall be violation of the Agreement and may result in termination of the Agreement.

When assigned consultant personnel are on approved leave and when required by the City, the Consultant Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal, not to exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City. Substitute personnel shall receive prior written approval from the City to work on this Agreement.

Other project personnel not identified on the Consultant's cost proposal, including, but not limited to, field and laboratory technicians, shall also satisfy appropriate minimum qualifications for assigned Task Orders. The City's prior written approval is required for all personnel not identified on the Consultant's organization chart or the Consultant's cost proposals before providing services under this Agreement.

For all civil related work, the Consultant contract manager and/or project manager shall be a Registered Professional Engineer licensed in the State of California, be in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all times during the Agreement period for each project.

For all survey related work, the Consultant contract manager and/or project manager shall be a Licensed Registered Land Surveyor in the State of California, be in good standing with the California State Board for Professional Engineers and Land Surveyors at all times during the duration of this Agreement period for each project.

In addition to other specified responsibilities, the Consultant contract manager shall be responsible for all matters related to the Consultant's personnel, Sub-consultants, Construction Materials Sampling and Testing Services work, and Consultant's and Sub-consultant's operations including, but not limited to, the following:

1. Ensuring that deliverables are clearly defined, acceptance tested and that criteria are specific, measurable, attainable, realistic and time-bound; and that the deliverables satisfy the acceptance tests and criteria.
2. Supervising, reviewing, monitoring, training, and directing the Consultant's and Sub-Consultants' personnel.
3. Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the City.
4. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Sub-consultant personnel.
5. Maintaining and submitting organized project files for record tracking and auditing.
6. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
7. Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
8. Assuring that all applicable safety measures are in place.
9. Providing invoices in a timely manner and providing monthly Agreement expenditures.
10. Reviewing invoices for accuracy and completion before billing to the City.
11. Managing Sub-consultants.
12. Managing overall budget for Agreement and provide report to the City.
13. Monitoring and maintaining required DBE/LBE involvement.
14. Ensuring compliance with the provisions in this Agreement and all specific Task Order requirements.
15. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and local regulations.
16. Knowledge, experience, and familiarity with prevailing wage issues and requirements in State of California.

17. Provide knowledge, experience, certifications for testers and laboratory, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.
18. Experience and capable in the review of the test reports within a reasonable time-frame of the completion of the tests to avoid delay of the field construction operation.

EXHIBIT B

Exhibit 18-14
(old Proposal) for Contracts with Privatizing Agency

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES
ACTUAL COST PLUS FIXED FEE, SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONTRACT TYPE Specific Rates of Compensation
Prime Consultant's Participation Amount \$ 750

Measure	Mean	Standard Deviation	Range	Skewness	Kurtosis
Home Office Personnel	54.65%	10.19%	38-70	-0.05	0.70
Field Office Personnel	54.65%	10.19%	38-70	-0.05	0.70
Practitioner	54.65%	10.19%	38-70	-0.05	0.70
Managerial	54.65%	10.19%	38-70	-0.05	0.70
Overall	54.65%	10.19%	38-70	-0.05	0.70

[illegible]

- [illegible]

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE, SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONTRACT TYPE	Specific Rates of Compensation	(LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)
Total Other Direct Costs Amount \$	180	

Please Note: Consultant completes all applicable items and deletes what is not applicable

[illegible]

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Quad Knopf, Inc., dba QK

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 189.12 % OR

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 01/01/2019 - 12/31/2019

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\)](#); [48 CFR Part 31.201-2\(d\)](#); [23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

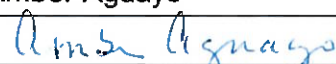
- Total participation amount \$ 5,000,000 est. on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 14.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit	☐ Local Gov't ICR Audit	☐ Caltrans ICR Audit
☐ CPA ICR Audit	☐ Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Amber Aguayo

Title**: CFO/COO

Signature: 

Date of Certification (mm/dd/yyyy): 08/03/2021

Email**: amber.aguayo@qkinc.com

Phone Number**: 559.733.0440

****An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.**

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

Quad Knopf, Inc.
Statement of Direct Labor, Fringe Benefits and Other Indirect Costs –
Part 31 of the Federal Acquisition Regulation Basis
Year ended December 31, 2019
General ledger

Costs	totals	Unallowable	FAR	Total proposed	
Labor - Direct	\$4,861,869	\$341,827	10&11	\$5,203,696	
<u>Fringe benefits</u>					
Health insurance	\$851,794	\$ –		\$851,794	
Paid time off	1,019,951	–		1,019,951	
Payroll taxes	763,911	–		763,911	
Retirement plan	186,225	–		186,225	
Other	11,486	–		11,486	
Total fringe benefits	2,833,367	–		2,833,367	54.45%
<u>Other indirect costs</u>					
Labor - Indirect	3,365,392	(\$341,827)	10&11	3,023,565	58.10%
Incentive Compensation	1,004,741	(563,733)	8	441,008	
Bad debts	9,999	(9,999)	2	–	
Data processing	331,628	–		331,628	
Depreciation and amortization	415,696	–		415,696	
Donations and contributions	18,295	(18,295)	3	–	
Insurance	240,629	–		240,629	
Interest	91,945	(91,945)	4	–	
Maintenance	90,805	–		90,805	
Marketing	104,267	(104,267)	1	–	
Miscellaneous	24,232	(23,085)	6	1,147	
Occupancy	882,983	(87,844)	9	795,139	
Office supplies and equipment	205,861	–		205,861	
Postage, shipping and delivery	15,760	–		15,760	
Printing and reproduction	1,852	–		1,852	
Professional and consulting	486,516	–		486,516	
Survey supplies	61,663	–		61,663	
Taxes, licenses and filing fees	126,082	(52,700)	7	73,382	
Telephone	205,362	–		205,362	
Training and professional education	178,234	–		178,234	
Auto, travel and meals	383,029	(70,193)	5	312,836	
Utilities	126,845	–		126,845	
Total other indirect costs	8,371,816	(1,363,888)		7,007,928	76.57%
Total indirect costs	\$11,205,183	(\$1,363,888)		\$9,841,295	
<u>Indirect rate</u>					
Indirect expenses - Total				\$9,841,295	
Labor - Direct				\$5,203,696	
Indirect cost rate				189.12%	189.12%

Federal Acquisition Regulations

- 1 - 31.205-1(f) Public relations and advertising costs
- 2 - 31.205-3 Bad debts
- 3 - 31.205-8 Contributions or donations
- 4 - 31.205-20 Interest and other financial costs
- 5 - 31.205-14 Entertainment costs
- 6 - 31.205-7 Contingencies
- 7 - 31.205-41(b)(1) Federal income and excess profits taxes
- 8- 31.205-6(a)(6)(ii)(B): Owners' compensation in excess of reasonable amount is disallowed (distribution of profits).
- 9 - 31.205-36(b)(3) Common Control & Cost Ownership
- 10 - Uncompensated Overtime calculated based upon Salary Variance Method (\$217,392)
- 11 - Prevailing Wage Delta included in direct labor total \$124,445



August 3, 2021

RE: Caltrans ICR Acceptance ID for ICR FYE Proposed

Quad Knopf, Inc. (dba QK)	D2020-0697	1/1/19-12/31/19
---------------------------	------------	-----------------



August 3, 2021

RE: Prevailing Wage Policy
DIR # 1000002214, Expires 06/30/2022

The following outlines Quad Knopf, Inc., dba QK accounting treatment for prevailing wage deltas.

- QK performs field surveying which is subject to payment of prevailing wages.
- QK pays the delta base directly to the employee, and pays the delta fringe to affected employees to third party plan(s).
- QK accounts for the prevailing wage delta base as direct labor costs.
- QK accounts for the prevailing wage delta fringe as direct labor costs.
- The effect on our most recently completed indirect cost rate (Fiscal year 2019) was additional direct labor costs of \$124,435.

A handwritten signature in blue ink that reads "Amber Aguayo".

Amber Aguayo
Chief Financial Officer



2021 CHARGE RATE SCHEDULE CITY OF MERCED ON-CALL SURVEY

		Current
TECHNICAL SERVICES		
Project Assistant		\$69 / hour
Project Administrator		\$92 / hour
Assistant CADD Technician/Designer /GIS Technician		\$87 / hour
Associate CADD Technician/Designer /GIS Analyst		\$102 / hour
Senior Associate CADD Technician/Designer / GIS Analyst		\$118 / hour
Senior CADD Technician/Designer /GIS Analyst		\$133 / hour
Landscape Architect Technician		\$102 / hour
PROFESSIONAL SERVICES		
Engineering		
Assistant Engineer		\$115 / hour
Associate Engineer		\$145 / hour
Senior Associate Engineer		\$170 / hour
Senior Engineer / City Engineer / District Engineer		\$199 / hour
Principal Engineer		\$250 / hour
Planning / Environmental / Landscape Architecture		
Assistant Environmental Scientist		\$80 / hour
Assistant Planner		\$90 / hour
Associate Planner/Environmental Scientist		\$105 / hour
Senior Associate Environmental Scientist		\$130 / hour
Senior Associate Planner		\$130 / hour
Senior Environmental Scientist		\$155 / hour
Senior Planner/ Landscape Architect		\$155 / hour
Principal Planner/Environmental Scientist		\$170 / hour
Senior Principal Planner/Environmental Scientist		\$195 / hour
Construction and Project Management		
Field Construction Observer		\$118 / hour
Senior Field Construction Observer		\$138 / hour
Assistant Construction/Project Manager		\$110 / hour
Associate Construction/Project Manager		\$129 / hour
Project Manager		\$133 / hour
Senior Associate Construction/Project Manager		\$148 / hour
Senior Construction/Project Manager		\$170 / hour
Principal Construction/Project Manager		\$185 / hour
Surveying		
Assistant Surveyor		\$102 / hour
Associate Surveyor		\$116 / hour
Senior Associate Surveyor		\$145 / hour
Senior Surveyor		\$170 / hour
One-Person Survey Crew		\$140 / hour
Two-Person Survey Crew		\$225 / hour
Three-Person Survey Crew		\$275 / hour
UAV Pilot		\$156 / hour
UAV Flight Observer		\$116 / hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit

EXPENSES	
Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.10 x Cost
Transportation and per diem (QK will provide documented evidence of business travel; travel outside of work areas shall be pre-approved by Client)	1.10 x Cost
Mileage	IRS Rate
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.10 x Cost

Rates are effective through December 31, 2021. If contract assignment extends beyond that date, a new rate schedule may be added to the contract.
Expert Witness/Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law

08/03/2021

EXHIBIT C

EXHIBIT C
City of Merced
Authorization of Services Agreement

Dept. Head Sig.:	_____
Due Date:	_____
Return to:	_____

Name of City Contact

Phone Ext.

Description of Services to be Provided:

Official Use Only

Check Box If Applicable To Project:

- | | | |
|--|--|---|
| ☐ License (1)* Type _____ | ☐ Business License (2)* | ☐ Bonds (6)* |
| ☐ Insurance (13)* | ☐ Workers' Compensation (14)* | ☐ Prevailing Wages (15)* |

** Numbers correspond to paragraph numbers on the Terms and Conditions attached hereto.*

Consultant:

Proposal/Quote

1. _____
2. _____
3. _____

Total Amount \$ _____

By completing and executing this document, Consultant agrees to be bound to the Terms and Conditions attached hereto and incorporated by reference, any additional terms and conditions found on the Purchase Order, and any other terms and conditions imposed by the City and attached hereto or in the Merced Municipal Code, and makes the City an offer for the above-mentioned services at the above-mentioned price. This agreement is not binding on the City until executed by the City Manager, or his/her designee, and a Purchase Order is issued to Consultant. Any terms and conditions proposed by Consultant shall not be binding upon the City unless expressly agreed to in writing by the designated representative of the City.

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Consultants

Print Name

Name of Business Entity

Signature

Date

Phone No.

Position/Title

License No.:

(If Applicable)

Accepted by City of Merced
Only

Official Use

Date

City Manager or Designee

EXHIBIT C
City of Merced
Authorization of Services Agreement

**TERMS AND CONDITIONS FOR
SERVICES CONTRACTS**

THESE TERMS AND CONDITIONS, ("Terms and Conditions") are made and entered into on the date shown on the attached Statement of Services, by and between the City of Merced, a California Charter Municipal Corporation, ("City") and the Consultant, Vendor, Contractor, or Person, ("Contractor") shown on the Authorization for Service Agreement. These Terms and Conditions, Authorization for Service Agreement, and the Consulting and Professional Services Contract shall herein be collectively referred to as the "Agreement." Any words that Consultant adds to the Agreement or any form that Consultant uses in the course of business will not change or supersede these Terms and Conditions. The City must agree, in writing, to any change in terms and conditions. The City's acceptance of any work or services is not an acceptance of Consultant's conflicting terms and conditions should such exist.

1. **CONTRACTOR'S SERVICES.** Contractor shall, at its own cost and expense and as authorized and directed by the City, provide the personnel, supervision, equipment, supplies, services, administration, transportation, and other needs to complete the work described in the Authorization for Service Agreement and the City's Purchase Order, which is hereby incorporated and made a part of these Terms and Conditions, within the agreed upon time schedule and budget. The Contractor is responsible for obtaining and administering the employment of personnel having the training, experience, licenses, and other qualifications necessary for the work assigned. All project-related costs shall be assumed and paid by the Contractor. These Terms and Conditions and Purchase Order provide the exclusive means of payment and reimbursement of costs to the Contractor by the City.

Such work shall include the following:

- a. The Contractor shall perform the services as described in the Statement of Services and Purchase Order in full compliance with these Terms and Conditions and adopted City policies and guidelines as provided to the Contractor, and in compliance with all other applicable laws and regulations.
- b. The Contractor shall perform all services and prepare all documents in professional form, exercising the special experience, skill, and education required for such service.
- c. The Contractor shall provide finished documents of presentation quality that evidence the highest standards of investigation, professional review, public participation, and presentation.

2. **SCHEDULE OF PERFORMANCE AND BUDGET.** The Contractor shall satisfactorily perform the services described in the Statement of Services and Purchase Order within the Time Schedule stated or agreed to between the Contractor and the City. The Contractor shall review the remaining work and remaining budget at least monthly (or at such other interval as directed by City staff) and shall confirm that completion may be expected within the budget approved or, in the

EXHIBIT C
City of Merced
Authorization of Services Agreement

alternative, give immediate notice when it shall first appear that the approved budget will not be sufficient, together with an explanation for any projected insufficiency.

The Contractor shall immediately inform the City of any problems, obstructions, or deviations of which the Contractor becomes aware affecting Contractor's ability to complete the project in a timely, efficient, and competent manner.

3. RISK OF LOSS PRIOR TO FINAL ACCEPTANCE. Risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Contractor regardless of the cause. Contractor shall repair or replace such damages or destroyed work to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of work.

4. COMPENSATION. Payment by the City to the Consultant for actual services rendered shall be made upon presentation of an invoice detailing services performed and authorized.

5. PERMITS AND LICENSES.

- a. Contractor shall apply for and procure permits and licenses necessary for the work.
- b. Contractor shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.
- c. Contractor shall pay charges and fees in connection with permits and licenses.