

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 7th day of September, 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 Dokken Engineering, a California Corporation, whose address of record is 110 Blue Ravine Road, Suite 200, Folsom, California 95630, (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to provide on-call civil engineering and 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.

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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: Stephanie R. Dietz
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: Jennifer Sanchez
Assistant/Deputy City Clerk



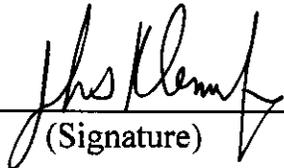
APPROVED AS TO FORM:

BY: Kimberly Chikley 8/15/21
City Attorney Date

301733 PO# 143297
ACCOUNT DATA:

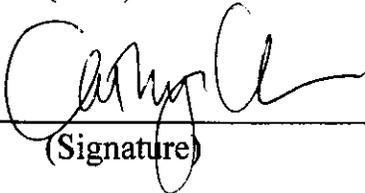
BY: [Signature]
Verified by Finance Officer V-18558
Funds to be encumbered as needed. by 9/15/21
NOT to exceed \$500,000.00
{Signatures continued on next page}

CONSULTANT
DOKKEN ENGINEERING,
A California Corporation

BY: 
(Signature)

John A. Klemunes, Jr
(Typed Name)

Its: President
(Title)

BY: 
(Signature)

Cathy Chan
(Typed Name)

Its: Secretary
(Title)

Taxpayer I.D. No. 68-0099664

ADDRESS: 110 Blue Ravine Rd,
Suite 200
Folsom, CA 95630

TELEPHONE: 916-858-0642

FAX: 916-858-0643

E-MAIL: jramos@dokkenengineering.com

EXHIBIT A

REQUEST FOR QUALIFICATIONS FOR ON-CALL SERVICES

Civil Design | Surveying | Geotechnical | Traffic Engineering



FIRM INTRODUCTION

FIRM NAME

Dokken Engineering, Inc.

OWNERSHIP TYPE: California Corporation

HEADQUARTERS:

110 Blue Ravine Road, Suite 200, Folsom, CA 95630

Tele: (916) 858-0642

ABOUT DOKKEN

Founded in 1986, Dokken is a multi-discipline, professional services firm specializing in all phases of project development, including feasibility studies, preliminary engineering, environmental documents, final design, bidding support and construction management for public agency clients. During the past 35 years, we have developed an exceptional depth of experience and expertise, having engineered and obtained environmental compliance on more than 2,500 infrastructure projects, including more than 1,500 federally funded projects. **We have delivered over 40 projects within the Central Valley, ranging from local intersection and ADA improvements to State Route improvements.**

OUR SERVICES

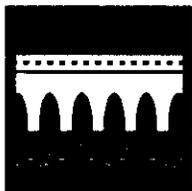
With numerous technical specialties under one roof, project coordination and communication are maximized. Some of our key services include the following.



Roadway & Highway Design | Roadway design is an integral component of Dokken's services. From local roads to freeways and interchanges (such as Mountain Ranch Roadway Sidewalk Improvements in Calaveras County and Albers/Geer Road Intersection Improvements in Stanislaus County), our engineers design many simple and complex transportation projects for public agencies including:

- Roadway Widening
- Interchanges
- New Roads
- Realignments
- Extensions
- Sidewalks
- Plan Checking
- Bike and Pedestrian Pathways/Trails
- Aesthetic Landscaping and Hardscaping
- Bus Stop/Pullouts
- Roundabouts
- Intersection Signalization
- Streetscapes
- ADA Compliance

Over the past 35 years, Dokken has designed thousands of miles of roadway and highway throughout California.



Structures Design | Dokken has successfully completed hundreds of structure designs, from rural one and two-lane HBP bridges, to complex multi-level freeway-to-freeway interchanges. Additional structure designs include:

- Pedestrian Overcrossings
- Bicycle Bridges
- Culverts
- Viaducts
- Retaining/Sound Walls

Dokken has also provided seismic stability evaluations and retrofit plans. Our structures team has innovative and cost-effective design solutions which save our clients millions of dollars. Paying careful attention to the details of a project's setting, along with client and community feedback, our designs consistently meet the unique conditions of each project. This is evident in our designs of Central Valley structures such as the seismic retrofit of the Delta Mendota Bridge at Woo Road in Merced County and the Sexton Road Bridge Replacement in San Joaquin County.



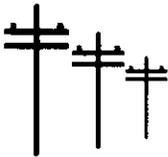
REQUEST FOR QUALIFICATIONS FOR ON-CALL SERVICES

Civil Design | Surveying | Geotechnical | Traffic Engineering



Hydraulics/Drainage/Stormwater | Dokken employs professional engineering staff with extensive experience in all aspects of hydrology, hydraulics, drainage design, and stormwater quality compliance. These staff members, including QSD/QSP certified professionals, are experts in assessing drainage issues, conducting analyses, and coordinating with other disciplines to develop balanced, cost-effective solutions. Through the application of spread analysis, inlet efficiency, culvert and storm drain analysis, open channel design/hydraulic modeling, and detention basin design, our drainage/hydraulic designs keep roadways and public areas free of flooding. Our team has provided hydrology, hydraulics, drainage design, and stormwater quality compliance for various public agency infrastructure projects such as

- Channel Improvements,
- Detention Basins
- Retention Basins
- Slope Stabilization
- Storm Drains
- Bio Swales
- Culverts
- Drainage Ditch



Utility Coordination | Utility coordination and relocation design can often cause significant delay in the project schedule. Beginning discussions with the various utility companies early and often is key to maintaining the project schedule, and for preventing any costly change orders during final design and construction. A critical aspect of the utility process that many designers overlook is the coordination with individual property owners. At Dokken, we work closely with the property owners to coordinate any necessary short-term utility shutdowns of their services associated with the utility relocation process.

Dokken understands and has significant experience working through the utility relocation process while following all Caltrans guidelines. This process is devised to alert utility companies about the project and identify existing facilities and any planned improvements. Conflict resolution plans, responsibilities and schedules will be developed in coordination with the utility companies.



Railroad Coordination | Coordination with the Railroad can often be time consuming and *derail* a project's schedule. Dokken has extensive experience working with railroad companies for the approval of both grade-separated and at-grade crossings. We understand the lengthy and often complicated process to obtain a completed Construction and Maintenance Agreement and approval of the GO-88B through the CPUC.

Recently, Dokken provided Railroad Coordination on the following projects:

- Mariposa Road BNSF Grade Separation in San Joaquin County
- Road 80 Widening (UPRR) in Tulare County
- Avenue 416/El Monte Widening (UPRR) in Dinuba, CA

For projects involving a railroad, we are prepared to initiate the GO-88B application immediately upon NEPA approval and schedule a "Diagnostic Meeting" on site with the City, CPUC, and railroad.



Renderings, Exhibits, & Visual Aids | Helping project team members, residents, the general public, approval agencies, and elected officials understand and visualize what a project will look like is key to getting projects approved and built. Our advanced visual renderings and simulations allow constituents and supervisors alike to understand and see the project. We assist our clients in developing a project that fits into the community and expresses the character and personality custom to each project. Our demonstrations show how improvements can be designed to look natural and maintain view sheds, illustrate an eye-catching streetscape, and clarify a project's impacts, features, and benefits to stakeholders. Our team of experts is well-versed in visual impact analysis and modeling and has experience analyzing visual impacts in visual analysis memorandums, Visual Impact Assessment Reports, and in Scenic Resources Evaluations.

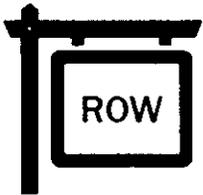
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Environmental Planning | Dokken has an experienced in-house Environmental Services Group that works on our roadway, bridge, and infrastructure projects throughout California. We have established professional working relationships with federal and state regulatory agencies based on technical excellence and a thorough understanding of regulatory processes, including environmental document preparation, technical studies & reports, and environmental regulatory permitting & compliance.

Dokken's hands-on approach and technical experience have accelerated schedules for all regulatory requirements of the Federal Clean Water Act (CWA), Sections 401, 402, and 404; NEPA; the National Historic Preservation Act (NHPA), Sections 106 and 110; the Federal Endangered Species Act (ESA), Sections 7 and 10; CEQA; the California Endangered Species Act (CESA); and 1600-16116 California Fish and Game Codes.



Right of Way Services | Dokken has considerable experience preparing right of way documents for the transportation sector under the guidelines of the Caltrans Right of Way Engineering Manual and State Lands Commission. Our services consist of researching public records, conducting land surveys, and preparing the necessary acquisition maps, plats, and legal descriptions for the conveyance of land title rights, such as easements, fee title grant deeds, and temporary construction easements between parties. We also have in-house Right of Way Agents providing acquisition services to support the City's Right of Way Agents.



Funding Assistance | Dokken's experienced staff members, many of whom are former public agency employees, provide the creative financial strategies needed to assist our clients in meeting their transportation needs and goals. These strategies range from phasing project delivery and aligning costs with available revenue, to identifying and pursuing new and creative revenue sources. We are experienced in a variety of funding mechanisms, including traditional federal, state and local funding sources, as well as revenue bonds, impact fees and grants. Dokken has successfully written multiple grants, including the award of a \$9 Million TIGER (now RAISE) grant for SR-132 Freeway/Expressway, Modesto CA in 2017. In this challenging and competitive economic environment, Dokken provides the guidance, experience and creativity needed to identify, program, allocate and obligate funds, allowing critical projects to get built.

SUBCONSULTANT INTRODUCTION

Dokken will be able to provide all required services under the General Civil Engineering category. We also have an in-house right of way and environmental team that are currently providing outstanding services for the City's Highway 59 Widening project. Dokken is available and willing to assist the City with management of subconsultant teams, as needed. Should a task order arise that requires surveying, geotechnical, traffic engineering, or other services, Dokken is prepared to enlist one of our many trusted subconsultants that meet project-specific LBE or DBE goals or partner with one of the City's contracted consultants under other categories within this on-call contract.

Our proposed team has extensive experience coordinating with other consultants through on-call contracts. The County of Tulare frequently publishes on-call contracts where consultants are asked to submit qualifications for one or more category. This allows the County to organize pre-qualified project-specific teams and provides Dokken the ability to work with a wide range of consultants. Through our work with Tulare County on their past 2 consultant services on-calls, we have developed the ability to efficiently manage consultant teams of all sizes. This similar on-call structure is also present in our current on-call contracts with the City of Folsom and the County of Calaveras, both of which Dokken is providing civil services for and working with multiple pre-qualified consultants from other categories under the same on-call contract.

REQUEST FOR QUALIFICATIONS FOR ON-CALL SERVICES

Civil Design | Surveying | Geotechnical | Traffic Engineering



Dokken Engineering (Dokken) is a multi-discipline, professional engineering, and environmental services firm. Since our founding in 1986, we have developed an exceptional depth of experience and expertise, having engineered, and obtained environmental compliance on more than 2,500 infrastructure projects, including more than 1,500 federally funded projects, many of which were located in rural areas with site specific conditions similar to the City Merced.

Having worked under many engineering service on-call contracts, which often included extensive coordination with various federal funding sources, we understand the complexities and challenges that often accompany these contracts. We can help the City successfully bring the planned projects resulting from this on-call to completion.

Through our experience, we have also garnered a reputation for the timely delivery of public agency projects, such as bridges/structures, roadways, and interchanges; retaining walls; storm drain facilities; and bicycle, trail, and pedestrian facilities. Our technical professionals and their support staff work collaboratively in order to provide seamless and cost-effective project delivery by implementing streamlined project coordination and consistent communication.

Depth of Resources - Dokken has over 130 employees providing transportation solutions to our clients. Due to our size, we are extremely flexible and can immediately provide a team of professionals to meet your project's schedule needs.



Concept to Construction - Dokken knows how to deliver your projects because we are experts in maneuvering the local agency process. We have more than 25 bridge, road, trail, and interchange projects currently under construction. All the projects under construction included feasibility, layout, design, environmental clearance, environmental impacts and mitigation, permitting, right of way determination and acquisition, public outreach, surveying, geotechnical investigation, traffic, utilities (existing & proposed), funding support, bidding support, and construction support.

Caltrans Local Assistance Knowledge - Our team has extensive experience navigating through Caltrans Local Assistance. Our team understands the Caltrans project development process and has invaluable insight into the local agency side of project funding, programming, authorization paperwork, and Federal regulations that apply

to local agency project delivery with Caltrans oversight. We will use these skills and knowledge to ensure your projects are successfully delivered and compliant with oversight agency requirements.

Client Satisfaction - Our project management philosophy is to treat every client as if they are our only client. Based on this approach, over 80% of our business are repeat clients. We accomplish this through contract compliance, accurate file systems, budgets, and schedules, and assembling the appropriate team to do the job. It means monitoring subconsultant work, progress reporting, and assisting our clients with the hundreds of details involved with project delivery. Our project management methodology and approach on all projects includes



- "No Surprises" Communication;
- Clear, Concise, and Complete Reporting;
- Project Schedule Monitoring; and
- Budget Control.

Not only do we work to ensure our clients our satisfied, but also that the public understands and supports the project. Our team is highly involved in the public outreach process early in the project development phase with property owner exhibits and public meetings. Open and clear communication ensures public support is garnered early on and projects can move into construction smoothly.

Financial Viability of Firm - Dokken is a growing, financially viable company. Our annual sales volume is \$26M+. Even during the recent recession where other firms were downsizing/closing their doors/mandating furlough days, Dokken continued to grow. In the past 5 years, we completed the design of 24 HBP Projects with a construction contract value over \$120 million. This means Dokken delivered almost 10% of the HBP program statewide!



Project Management - Leading our team and coordinating our team's resources is Project Manager Juann Ramos, PE. Juann is a proven leader of providing civil engineering services through on-call contracts and has extensive experience ranging from funding/applications to final design, RFA Submittals and construction. **His time-sensitive approach to managing projects has resulted in expedited project completion, the quick restoration of traffic flow, and adherence to project budgets and goals.**



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Juann will oversee the performance of all tasks critical to the success of all task orders resulting from this on call. By accurately understanding the project needs and constraints, our hand-picked team will provide the necessary guidance during preliminary engineering to develop feasible and cost-effective alternatives which meet the project's purpose and need. Where possible, **Dokken's goal is to turn potentially challenging project constraints into major project successes.**

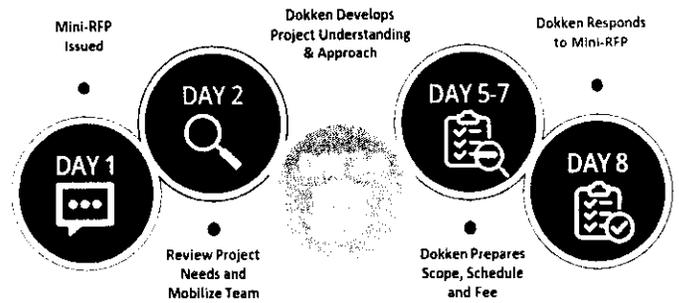
Since many of our specialties are in-house, like roadway, structures, drainage, signal, and lighting, along with environmental and right of way, communication and collaboration among team members is easy and efficient. Our key staff can walk to each other's offices and discuss project ideas and challenges, resolving potential issues quickly. Even during these times of pandemic, the Dokken Team meets regularly to discuss issues via Microsoft Teams, and other conferencing software platforms if in-person is not an option.

Timely Task Order Execution - Dokken is extremely familiar with the 2-Phase Procurement (mini-RFP) process. We understand it accelerates the project procurement process and removes the need for restating qualifications. The 2-Phase process allows pre-qualified consultants to cut right to their understanding of a project, provide unique project-specific solutions, along with an accurate scope, schedule, and project budget.

Dokken will be immediately available for meetings, briefings, and public presentations. We come to every meeting prepared to present project progress and actions, successfully communicate critical project challenges, and provide clear exhibits that facilitate project understanding and decision making.

Juann Ramos, PE will serve as Project Manager for the City of Merced and will oversee the performance of all tasks critical to the success of the individual projects resulting from this on-call. Juann will be supported by highly experienced Task Order Leads allowing Dokken to manage multiple task orders at one time, if necessary.

Upon notification by the City that services are needed, Juann will quickly review relevant background materials, confer with key staff to identify the task lead and key team members necessary to deliver the work requested. Juann will then designate a

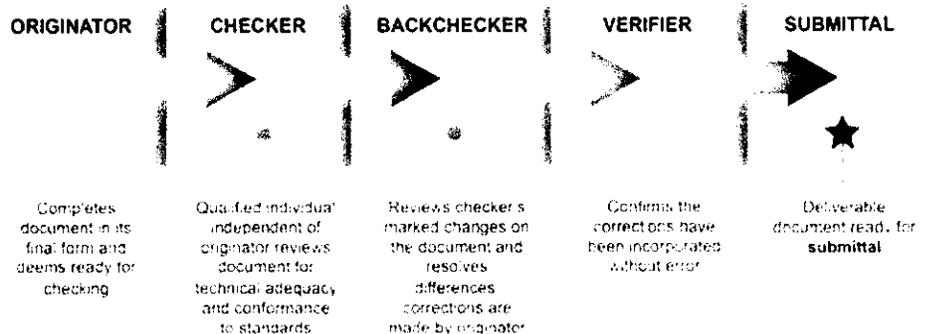


Task Order Lead who will prepare a scope, schedule, and fee for review and approval by the City.

The flow chart above illustrates the process and timeline for executing a task order. **The Dokken team commits to providing responses to all mini-RFPs issued within the accelerated timeline established by the City.** We offer a full-service engineering team capable and available to provide all services listed under the **General Civil Engineering** Category of the RFQ.

QA/QC - Dokken and our team members are committed to the City to deliver project documents whose quality exceeds the standards in the industry. **For our team, quality is not just a priority, it is a core value.** The QA/QC procedures will be prepared and implemented in accordance with our scope of work and will be consistent with our company principles. The procedure will incorporate the approach of continuous review of products as they are developed and as a series of formal review procedures enacted at preparation of major deliverables. This procedure will provide documentation that deliverables meet all requirements of the scope of work. The review of deliverables needed to satisfy the QA/QC procedure is built into our proposed schedule.

We take quality very seriously, as a quality plan set provides the most competitive bidding opportunities for projects and helps keep projects within their overall budgets, ultimately resulting in high-quality projects being built, on time with minimal or no change orders. The below graphic outlines our QA/QC process.



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 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant Dokken Engineering Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. City of Merced Civil/Survey/Geotechnical/Traffic Contract No. _____ Participation Amount \$ _____ Date 29-Jul-21

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.65%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=		10.00%

Name/Job Title/Classification ¹	Straight ³	Hourly Billing Rates ²		Effective Date of Hourly Rate	Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
		OT(1.5x)	OT(2x)				
Juann Ramos, PE** Contract Manager Senior Engineer Exempt	\$248.38 \$255.83 \$263.51 \$271.41 \$279.56	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	7/29/2021 1/1/2022 1/1/2023 1/1/2024 1/1/2025	\$85.00 \$87.55 \$90.18 \$92.88 \$95.67	3.00% 3.00% 3.00% 3.00% 3.00%	Not Applicable
Mathew Griggs, PE** QA/QC Manager Senior Engineer Exempt	\$248.38 \$255.83 \$263.51 \$271.41 \$279.56	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	7/29/2021 1/1/2022 1/1/2023 1/1/2024 1/1/2025	\$85.00 \$87.55 \$90.18 \$92.88 \$95.67	3.00% 3.00% 3.00% 3.00% 3.00%	Not Applicable
Richard Liptak, PE Principal in Charge Senior Engineer Exempt	\$438.32 \$451.47 \$465.02 \$478.97 \$493.34	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	7/29/2021 1/1/2022 1/1/2023 1/1/2024 1/1/2025	\$150.00 \$154.50 \$159.14 \$163.91 \$168.83	3.00% 3.00% 3.00% 3.00% 3.00%	Not Applicable
John Klemunes, Jr., PE Principal/President Senior Engineer Exempt	\$350.66 \$361.18 \$372.01 \$383.17 \$394.67	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	7/29/2021 1/1/2022 1/1/2023 1/1/2024 1/1/2025	\$120.00 \$123.60 \$127.31 \$131.13 \$135.06	3.00% 3.00% 3.00% 3.00% 3.00%	Not Applicable

EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Lyns are Not Allowed

Consultant Dokken Engineering Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. City of Merced Civil/Survey/Geotechnical/Traffic Contract No. Participation Amount \$ Date 29-Jul-21

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For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
Fee		=	10.00%

BILLING INFORMATION					CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Straight ¹	Hourly Billing Rates ² OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From To	Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only		
Jacqueline Lockhart, PE *	\$178.25	N/A	N/A	7/29/2021 12/31/2021	\$61.00	3.00%	Not Applicable		
Task Order Leader	\$183.60	N/A	N/A	1/1/2022 12/31/2022	\$62.83	3.00%			
Senior Engineer	\$189.11	N/A	N/A	1/1/2023 12/31/2023	\$64.71	3.00%			
Exempt	\$194.78	N/A	N/A	1/1/2024 12/31/2024	\$66.66	3.00%			
	\$200.62	N/A	N/A	1/1/2025 12/31/2025	\$68.66	3.00%			
Kris Koford, PE *	\$184.10	N/A	N/A	7/29/2021 12/31/2021	\$63.00	3.00%	Not Applicable		
Task Order Leader	\$189.62	N/A	N/A	1/1/2022 12/31/2022	\$64.89	3.00%			
Senior Engineer	\$195.31	N/A	N/A	1/1/2023 12/31/2023	\$66.84	3.00%			
Exempt	\$201.17	N/A	N/A	1/1/2024 12/31/2024	\$68.84	3.00%			
	\$207.20	N/A	N/A	1/1/2025 12/31/2025	\$70.91	3.00%			
Amanda Koniczka, PE	\$166.56	N/A	N/A	7/29/2021 12/31/2021	\$57.00	3.00%	Not Applicable		
Roadway Design Engineer	\$171.56	N/A	N/A	1/1/2022 12/31/2022	\$58.71	3.00%			
Associate Engineer	\$176.71	N/A	N/A	1/1/2023 12/31/2023	\$60.47	3.00%			
Exempt	\$182.01	N/A	N/A	1/1/2024 12/31/2024	\$62.29	3.00%			
	\$187.47	N/A	N/A	1/1/2025 12/31/2025	\$64.15	3.00%			
Eric Espinoza, PE	\$166.56	N/A	N/A	7/29/2021 12/31/2021	\$57.00	3.00%	Not Applicable		
Roadway Design Engineer	\$171.56	N/A	N/A	1/1/2022 12/31/2022	\$58.71	3.00%			
Associate Engineer	\$176.71	N/A	N/A	1/1/2023 12/31/2023	\$60.47	3.00%			
Exempt	\$182.01	N/A	N/A	1/1/2024 12/31/2024	\$62.29	3.00%			
	\$187.47	N/A	N/A	1/1/2025 12/31/2025	\$64.15	3.00%			

EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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Consultant Dokken Engineering Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. City of Merced Civil/Survey/Geotechnical/Traffic Contract No. Participation Amount \$ _____ Date 29-Jul-21

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For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=	10.00%	

BILLING INFORMATION					CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Straight ¹	Hourly Billing Rates ² OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From To	Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only		
Matthew Atkinson, PE, QSD/P Roadway Design Engineer Senior Engineer Exempt	\$169.48 \$174.57 \$179.81 \$185.20	N/A N/A N/A N/A	N/A N/A N/A N/A	7/29/2021 1/1/2022 1/1/2023 1/1/2024	\$58.00 \$59.74 \$61.53 \$63.38	3.00% 3.00% 3.00% 3.00%	Not Applicable		
Svetlana Tortak, PE Roadway Design Engineer Associate Engineer Exempt	\$149.03 \$153.50 \$158.11 \$162.85	N/A N/A N/A N/A	N/A N/A N/A N/A	7/29/2021 1/1/2022 1/1/2023 1/1/2024	\$51.00 \$52.53 \$54.11 \$55.73	3.00% 3.00% 3.00% 3.00%	Not Applicable		
Daniel Saechao, PE Roadway Design Engineer Associate Engineer Exempt	\$146.11 \$150.49 \$155.01 \$159.66	N/A N/A N/A N/A	N/A N/A N/A N/A	7/29/2021 1/1/2022 1/1/2023 1/1/2024	\$50.00 \$51.50 \$53.05 \$54.64	3.00% 3.00% 3.00% 3.00%	Not Applicable		
Jose Barajas, EIT Roadway Design Engineer Assistant Engineer Exempt	\$102.28 \$105.34 \$108.50 \$111.76	N/A N/A N/A N/A	N/A N/A N/A N/A	7/29/2021 1/1/2022 1/1/2023 1/1/2024	\$35.00 \$36.05 \$37.13 \$38.25	3.00% 3.00% 3.00% 3.00%	Not Applicable		
	\$115.11	N/A	N/A	1/1/2025	\$39.39	3.00%			

EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant Dokken Engineering Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. City of Merced Civil/Survey/Geotechnical/Traffic Contract No. _____ Participation Amount \$ _____ Date 29-Jul-21

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.65%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=		10.00%

Name/Job Title/Classification ¹	Billing Rates ²			Effective Date of Hourly Rate		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Robert Burns, SE Structures Design Engineer Senior Engineer Exempt	\$219.16 \$225.74 \$232.51 \$239.48	N/A N/A N/A N/A	N/A N/A N/A N/A	7/29/2021 1/1/2022 1/1/2023 1/1/2024	12/31/2021 12/31/2022 12/31/2023 12/31/2024	\$75.00 \$77.25 \$79.57 \$81.95	3.00% 3.00% 3.00% 3.00%	Not Applicable
Rosalba Griggs, PE Structures Design Engineer Senior Engineer Exempt	\$204.55 \$210.69 \$217.01 \$223.52	N/A N/A N/A N/A	N/A N/A N/A N/A	7/29/2021 1/1/2022 1/1/2023 1/1/2024	12/31/2021 12/31/2022 12/31/2023 12/31/2024	\$70.00 \$72.10 \$74.26 \$76.49	3.00% 3.00% 3.00% 3.00%	Not Applicable
Charles Tornaci, PE Structures Design Engineer Senior Engineer Exempt	\$204.55 \$210.69 \$217.01 \$223.52	N/A N/A N/A N/A	N/A N/A N/A N/A	7/29/2021 1/1/2022 1/1/2023 1/1/2024	12/31/2021 12/31/2022 12/31/2023 12/31/2024	\$70.00 \$72.10 \$74.26 \$76.49	3.00% 3.00% 3.00% 3.00%	Not Applicable
Anthony Powers, PE Structures Design Engineer Senior Engineer Exempt	\$195.78 \$201.66 \$207.71 \$213.94	N/A N/A N/A N/A	N/A N/A N/A N/A	7/29/2021 1/1/2022 1/1/2023 1/1/2024	12/31/2021 12/31/2022 12/31/2023 12/31/2024	\$67.00 \$69.01 \$71.08 \$73.21	3.00% 3.00% 3.00% 3.00%	Not Applicable

EXHIBIT 10-H2 COST PROPOSAL
 SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant Dokken Engineering Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. City of Merced Civil/Survey/Geotechnical/Traffic Contract No. _____ Participation Amount \$ _____ Date 29-Jul-21

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.65%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=		10.00%

BILLING INFORMATION				CALCULATION INFORMATION			
Name/Job Title/Classification ¹	Hourly Billing Rates ²	Effective Date of Hourly Rate	Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only		
	Straight ³	From	Hourly Rate				
Fortunato Enriquez, PE	\$178.25	7/29/2021	\$61.00	3.00%	Not Applicable		
Structures Design Engineer	\$183.60	1/1/2022	\$62.83	3.00%			
Associate Engineer	\$189.11	1/1/2023	\$64.71	3.00%			
Exempt	\$194.78	1/1/2024	\$66.66	3.00%			
	\$200.62	1/1/2025	\$68.66	3.00%			
Jeremy Nottnagel, EIT	\$128.57	7/29/2021	\$44.00	3.00%	Not Applicable		
Structures Design Engineer	\$132.43	1/1/2022	\$45.32	3.00%			
Assistant Engineer	\$136.40	1/1/2023	\$46.68	3.00%			
Exempt	\$140.50	1/1/2024	\$48.08	3.00%			
	\$144.71	1/1/2025	\$49.52	3.00%			
Gabriela Morales, EIT	\$122.73	7/29/2021	\$42.00	3.00%	Not Applicable		
Structures Design Engineer	\$126.41	1/1/2022	\$43.26	3.00%			
Assistant Engineer	\$130.20	1/1/2023	\$44.56	3.00%			
Exempt	\$134.11	1/1/2024	\$45.89	3.00%			
	\$138.13	1/1/2025	\$47.27	3.00%			
Nancy Ordozga, EIT	\$99.35	7/29/2021	\$34.00	3.00%	Not Applicable		
Structures Design Engineer	\$102.33	1/1/2022	\$35.02	3.00%			
Assistant Engineer	\$105.40	1/1/2023	\$36.07	3.00%			
Exempt	\$108.57	1/1/2024	\$37.15	3.00%			
	\$111.82	1/1/2025	\$38.27	3.00%			

EXHIBIT 10-H2 COST PROPOSAL
 SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant Dokken Engineering Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. City of Merced Civil/Survey/Geotechnical/Traffic Contract No. Participation Amount \$ _____ Date 29-Jul-21

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.65%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=		10.00%

BILLING INFORMATION				CALCULATION INFORMATION			
Name/Job Title/Classification ¹	Straight ²	Hourly Billing Rates ³	Effective Date of Hourly Rate	Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only	
		OT(1.5x)	From	To			
Pamela Dalcin-Walling, PE, QSD/P*	\$236.69	N/A	7/29/2021	12/31/2021	\$81.00	3.00%	Not Applicable
Task Order Leader	\$243.79	N/A	1/1/2022	12/31/2022	\$83.43	3.00%	
Senior Engineer	\$251.11	N/A	1/1/2023	12/31/2023	\$85.93	3.00%	
Exempt	\$258.64	N/A	1/1/2024	12/31/2024	\$88.51	3.00%	
	\$266.40	N/A	1/1/2025	12/31/2025	\$91.17	3.00%	
Ashley Orsaba-Finders, PE, QSD/P	\$178.25	N/A	7/29/2021	12/31/2021	\$61.00	3.00%	Not Applicable
Hydraulics/Hydrology/Drainage	\$183.60	N/A	1/1/2022	12/31/2022	\$62.83	3.00%	
Senior Engineer	\$189.11	N/A	1/1/2023	12/31/2023	\$64.71	3.00%	
Exempt	\$194.78	N/A	1/1/2024	12/31/2024	\$66.66	3.00%	
	\$200.62	N/A	1/1/2025	12/31/2025	\$68.66	3.00%	
Shawn Kenney, EIT, CPSWQ, QSD/P	\$137.34	N/A	7/29/2021	12/31/2021	\$47.00	3.00%	Not Applicable
Hydraulics/Hydrology/Drainage	\$141.46	N/A	1/1/2022	12/31/2022	\$48.41	3.00%	
Assistant Engineer	\$145.71	N/A	1/1/2023	12/31/2023	\$49.86	3.00%	
Exempt	\$150.08	N/A	1/1/2024	12/31/2024	\$51.36	3.00%	
	\$154.58	N/A	1/1/2025	12/31/2025	\$52.90	3.00%	
Joseph Madden, EIT	\$116.89	N/A	7/29/2021	12/31/2021	\$40.00	3.00%	Not Applicable
Hydraulics/Hydrology/Drainage	\$120.39	N/A	1/1/2022	12/31/2022	\$41.20	3.00%	
Assistant Engineer	\$124.00	N/A	1/1/2023	12/31/2023	\$42.44	3.00%	
Exempt	\$127.72	N/A	1/1/2024	12/31/2024	\$43.71	3.00%	
	\$131.56	N/A	1/1/2025	12/31/2025	\$45.02	3.00%	

EXHIBIT 10-H2 COST PROPOSAL
 SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant Dokken Engineering Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. _____ City of Merced Civil/Survey/Geotechnical/Traffic Contract No. _____ Participation Amount \$ _____ Date 29-Jul-21

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.65%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=		10.00%

BILLING INFORMATION					CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²	Effective Date of Hourly Rate	Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only				
	Straight ³	From	To						
Mikayla Hartford, EIT	\$102.28	7/29/2021	12/31/2021		Not Applicable				
Hydraulics/Hydrology/Drainage Assistant Engineer	\$105.34	1/1/2022	12/31/2022	3.00%					
Exempt	\$108.50	1/1/2023	12/31/2023	3.00%					
	\$111.76	1/1/2024	12/31/2024	3.00%					
	\$115.11	1/1/2025	12/31/2025	3.00%					
Nicholas Nelson, EIT	\$111.04	7/29/2021	12/31/2021		Not Applicable				
Hydraulics/Hydrology/Drainage Assistant Engineer	\$114.37	1/1/2022	12/31/2022	3.00%					
Exempt	\$117.80	1/1/2023	12/31/2023	3.00%					
	\$121.34	1/1/2024	12/31/2024	3.00%					
	\$124.98	1/1/2025	12/31/2025	3.00%					
Sarah Morton, EIT	\$109.58	7/29/2021	12/31/2021		Not Applicable				
Hydraulics/Hydrology/Drainage Assistant Engineer	\$112.87	1/1/2022	12/31/2022	3.00%					
Exempt	\$116.25	1/1/2023	12/31/2023	3.00%					
	\$119.74	1/1/2024	12/31/2024	3.00%					
	\$123.33	1/1/2025	12/31/2025	3.00%					
Joe Ostidick, PE *	\$189.94	7/29/2021	12/31/2021		Not Applicable				
Task Order Leader	\$195.64	1/1/2022	12/31/2022	3.00%					
Senior Engineer	\$201.51	1/1/2023	12/31/2023	3.00%					
Exempt	\$207.55	1/1/2024	12/31/2024	3.00%					
	\$213.78	1/1/2025	12/31/2025	3.00%					

EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant Dokken Engineering Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. City of Merced Civil/Survey/Geotechnical/Traffic Contract No. _____ Participation Amount \$ _____ Date 29-Jul-21

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.65%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=		10.00%

BILLING INFORMATION					CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate	Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only		
	Straight ¹			From	To				
Michael Greer, PE, TE	\$214.78	N/A	N/A	7/29/2021	12/31/2021	\$73.50	Not Applicable		
Signals & Lighting Design Engineer	\$221.22	N/A	N/A	1/1/2022	12/31/2022	\$75.71	3.00%		
Senior Engineer	\$227.86	N/A	N/A	1/1/2023	12/31/2023	\$77.98	3.00%		
Exempt	\$234.69	N/A	N/A	1/1/2024	12/31/2024	\$80.32	3.00%		
	\$241.73	N/A	N/A	1/1/2025	12/31/2025	\$82.72	3.00%		
Eduardo Simonsen, PE	\$163.64	N/A	N/A	7/29/2021	12/31/2021	\$56.00	Not Applicable		
Signals & Lighting Design Engineer	\$168.55	N/A	N/A	1/1/2022	12/31/2022	\$57.68	3.00%		
Associate Engineer	\$173.61	N/A	N/A	1/1/2023	12/31/2023	\$59.41	3.00%		
Exempt	\$178.81	N/A	N/A	1/1/2024	12/31/2024	\$61.19	3.00%		
	\$184.18	N/A	N/A	1/1/2025	12/31/2025	\$63.03	3.00%		
Jennifer Kobrya	\$102.28	N/A	N/A	7/29/2021	12/31/2021	\$35.00	Not Applicable		
Signals & Lighting Design Engineer	\$105.34	N/A	N/A	1/1/2022	12/31/2022	\$36.05	3.00%		
Assistant Engineer	\$108.50	N/A	N/A	1/1/2023	12/31/2023	\$37.13	3.00%		
Exempt	\$111.76	N/A	N/A	1/1/2024	12/31/2024	\$38.25	3.00%		
	\$115.11	N/A	N/A	1/1/2025	12/31/2025	\$39.39	3.00%		
STAFF	\$169.48	N/A	N/A	7/29/2021	12/31/2021	\$79.00	\$58.00 - \$100.00		
Senior Engineer	\$174.57	N/A	N/A	1/1/2022	12/31/2022	\$81.37	\$59.74 - \$103.00		
Exempt	\$179.81	N/A	N/A	1/1/2023	12/31/2023	\$83.81	\$61.53 - \$106.09		
	\$185.20	N/A	N/A	1/1/2024	12/31/2024	\$86.33	\$63.38 - \$109.27		
	\$190.76	N/A	N/A	1/1/2025	12/31/2025	\$88.92	\$65.28 - \$112.55		

EXHIBIT 10-H2 COST PROPOSAL

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Richard T. Liptak Title *: CEO

Signature: *Richard T. Liptak* Date of Certification (mm/dd/yyyy): 07/30/2021

Email: rliptak@dokkenengineering.com Phone Number: 916-858-0642

Address: 110 Blue Ravine Road, Suite 200, Folsom, CA 95630

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

List services the consultant is providing under the proposed contract:

On-Call Professional Engineering Services

**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: Dokken Engineering

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 165.65 % OR

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

Facilities Capital Cost of Money 0.14 % (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:

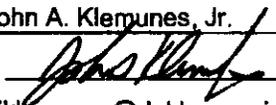
- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 74,000,000.00 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 one (1).
- Years of consultant's experience with 48 CFR Part 31 is 34 years.
- Audit history of the consultant's current and prior years (if applicable)

<input checked="" type="checkbox"/> Cognizant ICR Audit	<input checked="" type="checkbox"/> Local Gov't ICR Audit	<input checked="" type="checkbox"/> Caltrans ICR Audit
<input checked="" type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> 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**: John A. Klemunes, Jr.
 Signature: 
 Email**: jklemunes@dokkenengineering.com

Title**: President
 Date of Certification (mm/dd/yyyy): 07/06/2020
 Phone Number**: (916) 858-0642

**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

*Independent Auditor's Report on the
Statement of Direct Labor, Fringe Benefits, and General
Overhead Under the Federal Acquisition Regulation of*

DOKKEN ENGINEERING, INC.

December 31, 2019

Campbell Taylor Washburn
Certified Public Accountants & Consultants

DOKKEN ENGINEERING, INC.

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INDEPENDENT AUDITOR'S REPORT ON THE
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
UNDER THE FEDERAL ACQUISITION REGULATION

To the Board of Directors and Shareholders
Dokken Engineering, Inc.
Folsom, CA

Report on the Statement of Direct Labor, Fringe Benefits, and General Overhead

We have audited the accompanying Statement of Direct Labor, Fringe Benefits, and General Overhead under the Federal Acquisition Regulation ("Statement") of Dokken Engineering, Inc. ("Dokken") for the year ended December 31, 2019 and the related notes to the Statement.

Management's Responsibility for the Statement

Management is responsible for the preparation and fair presentation of the Statement in accordance with the basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulation (FAR). Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the Statement that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the Statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the financial audit standards contained in *Government Auditing Standards* issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Statement is free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation of the Statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Statement.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the Statement referred to above presents fairly, in all material respects, the direct labor, fringe benefits, and general overhead of Dokken Engineering, Inc. for the year ended December 31, 2019 on the basis of accounting described in Note 2.

Basis of Accounting

We draw attention to Note 2, which describes the basis of accounting. As described in Note 2, the Statement is prepared by the Company on the basis of accounting prescribed by Part 31 of the Federal Acquisition Regulation (FAR), which is the basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have issued a report dated July 1, 2020, on our consideration of the Company's internal control over financial reporting as it relates to the Statement and on our tests of its compliance with certain provisions of laws, regulations and contracts, including provisions of the applicable sections of Part 31 of the Federal Acquisition Regulation. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of the testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Company's internal control over financial reporting and compliance.

Campbell Taylor Washburn

An Accountancy Corporation

Roseville, California

July 1, 2020

DOKKEN ENGINEERING, INC.

**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
UNDER THE FEDERAL ACQUISITION REGULATION
For the Year Ended December 31, 2019**

Cost Grouping Description	Cost Group Balance	Disallowed Costs	Proposed Costs	% of Direct Labor
DIRECT LABOR	<u>\$ 7,744,515</u>	<u>\$ -</u>	<u>\$ 7,744,515</u>	<u>100.00%</u>
INDIRECT COSTS				
FRINGE BENEFITS				
Retirement Benefits	\$ 2,428,056	-	\$ 2,428,056	31.35%
Employee benefits	2,307,623	-	2,307,623	29.80%
Employee vacation, sick, holidays	1,413,210	-	1,413,210	18.25%
Employer payroll tax	967,237	-	967,237	12.49%
TOTAL FRINGE BENEFITS	<u>\$ 7,116,126</u>	<u>\$ -</u>	<u>\$ 7,116,126</u>	<u>91.90%</u>
GENERAL INDIRECT OVERHEAD COSTS				
Indirect labor	\$ 2,543,418	-	\$ 2,543,418	32.83%
Rent	1,138,811	-	1,138,811	14.69%
Software expenses	426,830	-	426,830	5.50%
Travel	377,642	-	377,642	4.87%
Office supplies	330,197	-	330,197	4.25%
Depreciation	178,075	-	178,075	2.29%
Insurance	170,028	-	170,028	2.19%
Utilities	164,341	-	164,341	2.11%
Property and other taxes	157,412	-	157,412	2.02%
Professional expenses	146,414	-	146,414	1.88%
Vehicles	120,738	-	120,738	1.55%
Education	42,552	-	42,552	0.54%
Professional licenses and memberships	41,840	-	41,840	0.53%
Salary variance	(125,718)	-	(125,718)	-1.63%
NON-ALLOWABLE GENERAL INDIRECT OVERHEAD COSTS				
Compensation	264,864	(264,864) (a)(b)	-	0.00%
Meals and entertainment	112,541	(112,541) (c)	-	0.00%
Advertising	100,286	(100,286) (d)	-	0.00%
Vehicles	43,828	(43,828) (e)	-	0.00%
Bad debt expense	23,242	(23,242) (f)	-	0.00%
Charitable contributions and gifts	1,250	(1,250) (g)	-	0.00%
TOTAL GENERAL INDIRECT OVERHEAD COSTS	<u>\$ 6,258,591</u>	<u>\$ (546,011)</u>	<u>\$ 5,712,580</u>	<u>73.76%</u>
TOTAL INDIRECT COSTS	<u>\$ 13,374,717</u>	<u>\$ (546,011)</u>	<u>\$ 12,828,706</u>	

OVERHEAD RATE **165.65%**

FAR References and Notes:

- (a) 31.205-6(p)(3): Executive compensation in excess of certain benchmarks is limited.
- (b) 31.201-6(e)(2): Marketing, lobbying, and any labor associated with unallowable activities is disallowed.
- (c) 31.205-14 and 31.205-51: Costs for entertainment and alcoholic beverages are disallowed.
- (d) 31.205-1(f)(1),(2) and (3): Certain public relation and advertising activities are disallowed.
- (e) 31.205-6(m)(2): Personal use of a company asset (automobile) is disallowed.
- (f) 31.205-3: Bad debts and directly associated costs are disallowed.
- (g) 31.205-8 and 31.205-22: Contributions and gifts are disallowed, including contributions associated with political activity.

The accompanying notes are an integral part of this statement.

DOKKEN ENGINEERING, INC.

NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD UNDER THE FEDERAL ACQUISITION REGULATION

December 31, 2019

NOTE 1: DESCRIPTION OF THE COMPANY

Dokken Engineering, Inc. (the "Company") is headquartered in Folsom, California with two additional offices in Redding, California and San Diego, California. The Company offers professional engineering, environmental, and right of way services for local, state, and federally funded projects including roads, highways, interchanges, bridges, and other public works facilities. The Company assists its clients in obtaining funding, navigating through the environmental process, securing public consensus, and developing solutions to expedite project approvals.

NOTE 2: BASIS OF ACCOUNTING

The Company's Statement of Direct Labor, Fringe Benefits, and General Overhead Under the Federal Acquisition Regulation ("Statement") was prepared on the basis of accounting practices prescribed in Part 31 of the Federal Acquisition Regulation (FAR). Accordingly, the Statement is not intended to present the results of operations of the Company in conformity with accounting principles generally accepted in the United States of America.

The preparation of this Statement requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates and assumptions. Management reconciles estimates and assumptions used once uncertainties are cleared and known. Significant estimates used in the preparation of this schedule include depreciation based on estimated useful lives of assets and the employee stock ownership plan (ESOP) contribution.

NOTE 3: DESCRIPTION OF ACCOUNTING POLICIES

The Company maintains its accounting records on the accrual basis of accounting for financial reporting. The audited Statement of Direct Labor, Fringe Benefits, and General Overhead Under the Federal Acquisition Regulation has been prepared on the accrual basis. The Company utilizes a project management accounting system for recording costs incurred under its contracts. All projects are segregated by individual project numbers so that costs may be clearly identified in the Company's project management accounting system.

The Company has elected to be taxed as a C-Corporation for federal and state income tax purposes. The calculation of tax liabilities involves dealing with inherent uncertainties in the application of complex tax laws and regulations in various taxing jurisdictions. The Company assesses the income tax positions and records tax liabilities for all years subject to examination based upon management's evaluation of the facts, circumstances and information available at the reporting date.

NOTE 4: OVERHEAD RATE STRUCTURE

The audited overhead rate is a unitary rate for all locations and disciplines. Direct project costs and allocated indirect costs are included in project cost records.

The allocation basis for indirect costs is direct labor. Direct labor is calculated using actual hourly rates.

NOTE 4: OVERHEAD RATE STRUCTURE (Continued)

In-house costs such as computers, software programs, and depreciation are included in the Company's overhead rate. The Company's indirect general overhead rate is consistently charged to all projects.

The Company does not maintain or calculate a Field Office Overhead Rate.

The Company maintains a job-order cost accounting system for the recording and accumulating of costs incurred under its contracts. Each project, is assigned a job number so that costs may be segregated and accumulated in the Company's job-order cost accounting system. The Company has separate direct expense accounts for the direct project costs including labor, sub-consultants, and other direct expenses. Project costs are captured through timesheets, accounts payable, or employee expense reimbursement. Timesheets must be approved by the project manager and accounts payable and employee expense reimbursements must be supported by contract approved expense requisition.

The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job-order cost accounting system.

NOTE 5: LABOR-RELATED COSTS

Project Labor

Project labor is charged at applicable standard hourly rates.

Prevailing Wage

The Company calculates its indirect cost rate using direct labor charges, including prevailing wage delta base and delta fringe compensation.

Paid Overtime and Uncompensated Overtime

Overtime costs are incurred in meeting certain deadlines. Non-exempt employees are compensated for overtime by paying them a cash payment equal to time and a half (premium portion). Such overtime is allocated between indirect and direct labor based on the nature of underlying activities. Exempt employees are compensated for overtime via compensated time off ("CTO"), which is earned on a straight time basis. Exempt employees can use their CTO to take paid time off or may cash it out in accordance with Company guidelines. The premium portion of paid overtime is included in indirect labor. All overtime hours are recorded in the timekeeping system and allocated to applicable direct and indirect cost codes based on the salary variance method.

Highly Compensated Employees/Officers/Owners

Compensation of highly compensated employees, officers and owners are evaluated using the AASHTO National Compensation Matrix (NCM) including the \$525,000 compensation benchmark in accordance with the Bipartisan Budget Act of 2013, a total of \$264,864 of executive compensation was disallowed for year ended December 31, 2019.

Employee Benefit Plans

The Company operates two types of employee benefit plans, a 401(k) defined contribution plan and an employee stock ownership plan (ESOP), which both meet the requirements of FAR 31.205-6 (j) and (q). Contributions to the 401(k) and the ESOP defined contribution plans for the year ended December 31, 2019 totaled \$778,056 and \$1,650,000, respectively.

Paid Time Off

Paid time off is accrued based on straight time hours of work performed and years of service. Accrued paid time off is paid to employees upon termination

NOTE 6: DESCRIPTION OF DEPRECIATION AND LEASING POLICIES

Certain assets are purchased and depreciated, while others are leased and considered operating leases, and the annual lease costs are included in the overhead pool. The depreciation reflected on the Company's Statement is computed using straight-line methods over estimated useful lives ranging from 3 to 10 years. The amounts used in the overhead pool are consistent with those used for financial statement reporting purposes. The amounts included on the overhead schedule are allowable under FAR 31.205-11(e).

NOTE 7: RELATED PARTY TRANSACTIONS

The Company leases office space from an entity in which certain employees and minority shareholders are investors. The employees and shareholders do not exercise voting or operational control of the Company. Therefore, the rent associated with the lease is allowable cost in accordance with FAR 31.205-6(m)(2). During the year ended December 31, 2019 rent expense related to this lease was \$456,399.

The Company has personal usage of vehicles. Costs attributable to personal use of vehicles in the amount of \$43,828 for the year ended December 31, 2019 were disallowed in compliance with FAR 31.205-6(m)(2).

NOTE 8: FACILITIES CAPITAL COST-OF-MONEY (FCCM)

The cost-of-money rate has been calculated in accordance with FAR 31.205-10, using average net book values of Company equipment and facilities multiplied by the average treasury rate for the applicable period. Equipment and facilities include furniture and fixtures, computer equipment, and vehicles. The calculation was made as follows:

	2019
Net book value of fixed assets - prior year	\$ 467,452
Net book value of fixed assets - current year	<u>362,477</u>
Average net book value	\$ 414,965
Multiplied by: average treasury rate	<u>2.54%</u>
Equals: facilities capital cost-of-money	10,540
Divided by: direct labor base	\$ <u>7,744,515</u>
Equals: cost-of-money rate	<u>0.14%</u>

NOTE 9: OTHER DIRECT COSTS

When incurred specifically for a project, the following costs are charged to the project as direct costs:

- Subconsultants
- Other direct costs

Approximately \$5,030,000 of direct costs were charged directly to projects during the year ended December 31, 2019. Separate general ledger accounts are established to capture these costs and to segregate them from indirect costs, these costs are not included in the Company's indirect cost pool.

NOTE 10: MANAGEMENT'S EVALUATION OF SUBSEQUENT EVENTS

Management evaluates events occurring subsequent to the date of the schedule in determining the accounting for and disclosure of transactions and events that affect the statement. Subsequent events have been evaluated through July 1, 2020, the date the statement was available to be issued, and management has determined that no events have occurred that require disclosure, except as noted below:

On March 11, 2020, the World Health Organization declared the novel strain of coronavirus (COVID-19) a global pandemic and recommended containment and mitigation measures worldwide. As of the date that the consolidated financial statements were available to be issued, the Company remains operational. The Company cannot reasonably estimate the length of the severity of this pandemic, or the extent to which the disruption may materially impact the Statement in 2020.

In April of 2020, the Company obtained a loan made pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act): Paycheck Protection Program, from a financing institution totaling \$2,778,800, with an interest rate of 0.98%. Monthly principal and interest payments are due beginning April 2022. The full principal amount plus interest accrued on the loan may qualify for forgiveness if the Company uses the loan proceeds for forgivable purposes.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF THE STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL
OVERHEAD UNDER FEDERAL ACQUISITION REGULATION PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors and Shareholders
Dokken Engineering, Inc.
Folsom, CA

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the *Government Auditing Standards* issued by the Comptroller General of the United States, the Statement of Direct Labor, Fringe Benefits, and General Overhead Under the Federal Acquisition Regulation ("Statement") of Dokken Engineering Inc. (a California Corporation) (the "Company") as of December 31, 2019 and the related notes to the Statement, and have issued our report thereon dated July 1, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the Statement of Direct Labor, Fringe Benefits, and General Overhead Under the Federal Acquisition Regulation, we considered the Company's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the Statement, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Company's Statement is free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements including provisions of the applicable sections of 48 CFR Part 31 of the Federal Acquisition Regulation (FAR), noncompliance with which could have a direct and material effect on the determination of Statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Company's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Campbell Taylor Washburn

An Accountancy Corporation

Roseville, California

July 1, 2020

Campbell Taylor Washburn
Certified Public Accountants & Consultants

The Path Forward

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[Consultant Names That Begin With the Letter D](#)

Consultant Names That Begin With the Letter D

Consultant Name	Caltrans	Fiscal Year (m/d/yy - m/d/yy)	Date
	Acceptance ID #		Acceptance ID Issued
Dokken Engineering, Inc.	L2017-0013	6/1/15-5/31/16	8/7/2017
Dokken Engineering, Inc.	L2018-0109	6/1/16-5/31/17	2/15/2018
Dokken Engineering, Inc.	L2018-0262	6/1/14-5/31/15	4/11/2018
Dokken Engineering, Inc.	L2019-0903	1/1/18-12/31/18	9/27/2019
Dokken Engineering, Inc.	L2020-1181	1/1/19-12/31/19	11/13/2020



Dokken Engineering Prevailing Wage Policy

DIR No. 1000004294 Exp 6/30/2022

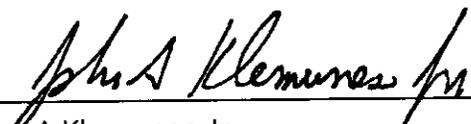
The vast majority of the work that Dokken Engineering performs on Public Works projects is not subject to prevailing wage rates. Occasionally, however, Dokken Engineering does have some work performed by employees that requires the payment of prevailing wage rates. Dokken Engineering has had the following types of work performed by employees in the past that is subject to prevailing wages:

1. Construction Inspection
2. Design-Phase Field Surveying (Party Chief and/or Chainman/Rodman)

Dokken Engineering pays employees performing these tasks directly as a single amount that covers the delta base and delta fringe. We utilize "Accounting Method 1-Treat Prevailing Wage Deltas as Direct Labor Cost" from the Caltrans Prevailing Wage Interpretive Guidance dated February 6, 2017. Following this method, prevailing wage deltas are added to Direct Labor which adjust Dokken Engineering's Indirect Cost Rate down.

Dokken Engineering's ICR report for our fiscal year that ended December 31, 2019 has a footnote disclosure regarding accounting treatment of prevailing wage deltas (see Note 5 - Labor Related Costs).

DOKKEN ENGINEERING



John A Klemunes, Jr.

President

_____ September 23, 2020
Date



BILLING RATE SCHEDULE

Effective January 1, 2021

Professional and supporting staff services will be billed at the following hourly billing rates:

	CLASSIFICATION	BILLING RATE	
PROJECT MANAGEMENT	Principal	\$290.00	to \$440.00
	Project Manager	\$200.00	to \$320.00
	QA/QC Manager	\$290.00	to \$440.00
DESIGN	Senior Engineer 2	\$200.00	to \$320.00
	Senior Engineer 1	\$190.00	to \$230.00
	Associate Engineer 2	\$190.00	to \$230.00
	Associate Engineer 1	\$130.00	to \$190.00
	Assistant Engineer 2	\$120.00	to \$150.00
	Assistant Engineer 1	\$90.00	to \$120.00
	Senior CAD	\$180.00	to \$200.00
	CAD/Detailer	\$150.00	to \$200.00
	Engineering Technician	\$70.00	to \$150.00
ENVIRONMENTAL PLANNING	Environmental Manager	\$200.00	to \$290.00
	Senior Environmental Planner	\$150.00	to \$230.00
	Associate Environmental Planner 3	\$150.00	to \$200.00
	Associate Environmental Planner 2	\$150.00	to \$180.00
	Associate Environmental Planner 1	\$120.00	to \$150.00
	Environmental Planner 2	\$90.00	to \$120.00
	Environmental Planner 1	\$70.00	to \$100.00
PUBLIC OUTREACH	Community Engagement Director	\$150.00	to \$180.00
	Technical Editor	\$120.00	to \$220.00
	Graphic Designer	\$90.00	to \$150.00
RIGHT OF WAY	Right of Way Manager	\$150.00	to \$200.00
	Senior Right of Way Agent / Specialist	\$120.00	to \$180.00
	Right of Way Agent / Specialist	\$90.00	to \$130.00
	Right of Way Assistant / GIS Technician	\$70.00	to \$100.00
SURVEYING	Professional Land Surveyor	\$230.00	to \$290.00
	Office Surveyor	\$130.00	to \$230.00

Ordinary supplies and equipment are included in the above hourly rates. The following are considered project-specific items and their cost will be added at the following rates:

Outside Reproduction	Actual
Permit Fees / Public Notice Advertisements	Actual
Postage for Public Notice Advertisements	Actual
Record Search Fees / Mapping Fees / Title Reports	Actual
Room and Equipment Rentals	Actual
Traffic Control	Actual
Utility Potholing	Actual
Appraisals/Appraisal Reviews	Actual

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:	<i>Official Use Only</i>

Check Box If Applicable To Project:

- | | | |
|--|--|---|
| <input type="checkbox"/> License (1)* Type _____ | <input type="checkbox"/> Business License (2)* _____ | <input type="checkbox"/> Bonds (6)* _____ |
| <input type="checkbox"/> Insurance (13)* _____ | <input type="checkbox"/> Workers' Compensation (14)* _____ | <input type="checkbox"/> 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	<i>Official Use</i>

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.