

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and O'Dell Engineering, Inc., a California Corporation, whose address of record is 388 E. Yosemite Avenue, Merced, California 95340, (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.

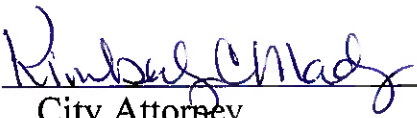
CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  8/5/21
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

{Signatures continued on next page}

**CONSULTANT
O'DELL ENGINEERING, INC.,
A California Corporation**

BY: 
(Signature)

Randall O'Dell
(Typed Name)

Its: President
(Title)

BY: 
(Signature)

Dylan Crawford
(Typed Name)

Its: Vice President
(Title)

Taxpayer I.D. No. 77-0416824

**ADDRESS: 388 E. Yosemite Ave.
Merced, CA 95340**

TELEPHONE: (209) 571-1765

FAX: (209) 571-2466

E-MAIL: rodell@odellengineering.com

EXHIBIT A

O'Dell Engineering Landscape Architecture Staff

Samir Khanna, PLA	Senior Landscape Architect	Professional Landscape Architect No. 6360, CA
Josh Nash, PLA	Senior Landscape Architect	Professional Landscape Architect No. 6261, CA
Jesse Grafton, PLA	Landscape Architect	Professional Landscape Architect No. 6127, CA
Tyler Fay, PLA	Landscape Architect	Professional Landscape Architect No. 6049, CA
Victoria Ringleb, PLA	Landscape Architect	Professional Landscape Architect No. 5492, CA
Alison Kennedy, PLA	Landscape Architect	Professional Landscape Architect No. 3388, TX
Katherine Lewis, CPSI	Landscape Designer	Certified Playground Inspector No. 42775-0821
Ting Li, LEED Green	Landscape Designer	LEED Green No. 10917314
Jack Liang	Landscape Designer	N/A
Michael Samarripa	Landscape Designer	N/A
Mina Park	Landscape Designer	N/A
Beverly Yee	Landscape Designer	N/A
Spencer Sanders	Landscape Designer	N/A
Tim Honeck	Landscape Designer	N/A
Angelica Latina	CADD	N/A
Yasmine Cordova	CADD	N/A

H. Firm Qualifications**Design Philosophy**

O'Dell approaches each project with a focus on positively impacting the community. We understand the significance that built projects have in the day-to-day lives of the local community and believe that built projects should improve quality of life. We look for any and every opportunity to improve our communities through the design and construction of public projects such as roadways, utilities, parks, and sites.

On-Call Experience

O'Dell regularly provides on-call design services to agencies in the Central Valley. We currently hold over 50 active on-call agreements for cities, counties, and districts. Our on-call experience includes work with agencies including:

- City of Turlock
- City of Modesto
- City of Ceres
- City of Patterson
- City of Riverbank
- City of Fresno
- City of Clovis
- County of Stanislaus
- County of San Joaquin
- County of Tuolumne
- County of Merced
- County of Fresno
- County of San Benito
- County of Kern
- Caltrans District 10

History of Repeat Business With Public Clients

O'Dell Engineering values the opportunity to provide design services in our local community. Central Valley public agencies are some of our most valued clients. We take pride in assisting our local agencies with their improvement projects. Our history includes:

- 80+ City of Modesto Projects
- 60+ City of Ceres Projects
- 25+ County of Stanislaus Projects
- 20+ City of Patterson Projects
- 30+ City of Los Banos Projects

Services

Civil Engineering	Land Surveying	Landscape Architecture	Utility Coordination	Stormwater
Infrastructure Studies	Boundary/GPS/Aerial/ALTA Surveys	Site Planning	Joint Trench Utility Design & Coordination	QSD (Qualified SWPPP Developer)
Utility Master Plans	Topographic Surveying & Mapping	Gateway/Entry Design	Electric System Design (PG&E Service Areas)	QSP (Qualified SWPPP Practitioner)
Transportation Systems	Right-of-Way Surveys	Commercial/Residential/Medical	Natural Gas Design (PG&E Service Areas)	Monitoring
Feasibility Analyses	Records-of-Survey	Transportation Design	Pole Line Relocating/Undergrounding	Risk Level Determination
Erosion Control & Water Quality	Legal Descriptions & Plats	Recreational Facility Design	Assistance with Utility Applications	Stormwater Multiple App. & Report Tracking
Construction Documents	Monument Preservation	Master Planning/Visioning	Utility Company Contract Review	Erosivity Waiver Determination
Land Use Entitlement	Final Mapping	Sustainable/LEED Design Services	Contractor Bid Assistance	SWPPP Consultation
Tentative Maps	Lot Line Adjustments	Parks and Trails	Consultation During Construction	Erosion Control Plans
	Map Checking	Playground Design & Inspection	Utility Co. Reimbursement Assistance	
	High Precision Monitoring	Socially Inclusive Playground Design		
	Appraisal Mapping	Arborist Consulting		
	ROW Engineering	Low Impact Development Design		
	HDS/UAV/GIS	Public Outreach		
	Construction Staking	Grant Assistance		

Project Management

Our team's project management approach is to establish an efficient work plan and provide quality project management in order to successfully complete projects **on time and within budget**. Our team's experience with similar projects allows us to identify potential design and construction constraints and to streamline our process, which saves our clients valuable time and resources. Our project approach centers on the principle that our team's success is only achieved when we focus on the goals of our clients and satisfy the intent of the project. For this on-call agreement, that means that we will provide the following:

- Experienced and qualified Project Managers with a history of providing excellent client service and managing staff, schedules, and budgets. The Project Managers (civil and survey) will coordinate with City staff to gain a clear understanding of the needs for each potential project. We understand that the success of any project is largely dependent upon the experience and availability of the Project Manager.
- A team of professional engineers, surveyors, and landscape architects who understand the complexities associated with designing public works projects. The experience and expertise of our design team encompass the critical skills needed to evaluate the constraints and conditions of these projects through all phases of the design.
- An in-depth understanding of what has already been done in order to prevent work duplication and wasted resources.
- Effective designs that complement project needs.
- Design measures that will protect private and public property, and the environment. We will minimize impacts and disruption to private property, traffic, and local businesses whenever possible.

Custom Client Communication Program

Coordination and communication between the design team and City staff will be a major key to the successful completion of projects. O'Dell Engineering will implement a communication program specifically tailored to meet the needs of each project and conduct regularly scheduled Project Development Team meetings to keep staff up to date and resolve issues as they arise.

Financial Responsibility

O'Dell is financially strong and stable. Owners and Principals are committed to the continued success of the firm. O'Dell has been a part of the Central Valley community since 1994, employing community members and putting money back into the local economy. The firm has persevered through economic waves and now employs a record 70+ professionals.

Ability to Keep Costs Within Project Budgets and Estimates

O'Dell understands the importance of working within budgets and estimates. We stay on budget by revisiting, reviewing, and re-forecasting the design and construction costs throughout the project. All team members are always aware of the current budget status. Management tools including Deltek Vision financial and project management software, project tracking databases, Principal review meetings, Project Manager weekly meetings, and weekly status reports keep budgets and estimates on track.

Capability of Developing Innovative or Advanced Techniques

In all of our projects, we aim to use innovation, technology, and advanced techniques whenever possible to create cost savings, efficient work flows, and superior designs.

Applications of Modern Technology

Our team routinely applies technology to provide creative yet practical solutions to unique and complex design projects. These include tools to help enhance communication and idea sharing, design visualization, and costing. Examples of commonly used technologies include:

- Building Information Modeling (BIM)
- High-Definition Laser Scanning (HDS)
- Unmanned Aerial Vehicle (UAV) Mapping & Surveying
- GIS Technology on Large-Scale Panning
- LiDAR to Create 3D Elevation Maps of Land Parcels
- AutoCAD, Civil 3D, Adobe, Land FX, SketchUp, Lumion, & Rhino
- Communication Technologies such as Zoom, Microsoft Teams, Slack, & Cloud Sharing

Knowledge of Sustainable Products

Continuing education via regular new product presentations is a regular practice at the firm. Whether it be new porous pavers that might assist from a stormwater treatment standpoint or solar-powered, sensor-equipped waste and recycling stations that are able to communicate real-time status to collection crews, we keep abreast of advances in sustainable products.

Familiarity with Local Conditions and State and Federal Procedures

City of Merced Experience

Our work within the City has familiarized us with your design standards and preferences, and we are ready and available to utilize this experience to assist the City. O'Dell has supported 173 projects in Merced. Projects have included sites, roadways, and utilities. Services have included civil engineering, land surveying, landscape architecture, SWPPP, and joint trench utility coordination.

Experience with State and Federal Procedures

Interaction with public regulatory agencies is a unique process that requires both experience and knowledge, but also open communication and meticulous documentation to move a project smoothly. The O'Dell team has been involved and engaged with public agency interactions throughout most of its 25 years in practice, including projects at the Federal, State, and local government levels. O'Dell regularly retains the services of an accounting firm specializing in Federal Acquisition Regulation (FAR) to develop a compliant overhead rate and is fully compliant with all FAR requirements. The firm has experience with the Federal Highway Bridge Program (HBP); the Local Assistance Manual; the Division of the State Architect; Caltrans Standards; Specifications, and Procedures; the Transportation Enhancement Program; the Active Transportation Program; and the Federal Congestion Mitigation and Air Quality (CMAQ) Program. Surveying services provided by O'Dell are based on guidance from Caltrans Right-of-Way and Survey Manuals. The firm has experience performing tasks per Local Procedures Manual Chapter 14 and is currently an on-call to provide right-of-way engineering and surveying services to Caltrans District 10.

L. Agreement Statement

O'Dell Engineering has reviewed the sample agreement associated with this RFQ and, if selected, can enter into an agreement of that form. O'Dell Engineering is interested in the following categories: General Civil Engineering and Surveying. This submittal is for General Civil Engineering.

Understanding of Work to be Done

We understand the City of Merced is requesting civil engineering and land surveying services for various engineering projects. Projects may include roads, water, sewer, storm drain, sidewalk, traffic signal design, traffic studies, and review of traffic studies.

Civil Engineering services include construction plans and specification of various road projects, utility projects (water, sewer, storm), construction support/inspection, alignment studies and cost estimates, preparations of applications for various grants, preparation of studies for roads, water, sewer, and storm drain, assistance with regulatory compliance and negotiation with Federal, State, and other agencies, and management of sub-consultants. O'Dell regularly provides all of these services to Central Valley public agencies. We understand the requirements, the coordination needed, the importance of schedule and budget adherence, and have the technical experience and staff to deliver innovative and sustainable projects. Our work within the City has familiarized us with your design standards and preferences, and we are ready and available to utilize this experience to assist the City.

Surveying services include topographic and planimetric surveys, drawings in AutoCAD, land records research for boundary determination and right-of-way, recovering existing monuments, performing retracement surveys, re-establishing lost or obliterated corners, re-establishing control points, construction staking, and record filing. We do all of these survey services on a weekly basis for cities and counties in the Central Valley. We understand the role and importance of surveying services in the greater design process and the value of acquiring the right amount of information and detail to support improvement projects.

Approach

Civil Engineering

For any civil engineering projects we may work on with the City of Merced, the City will have **total access to Kristen Scheidt (Project Manager) and Randall O'Dell (Civil Principal)**. Each project will begin with a client and team meeting. In this meeting, we will introduce our staff, review objectives of the project, confirm project parameters, collect all available data, establish meeting and communication protocols, review applicable standards, and review the project budget and schedule. From there, we can put our best foot forward with a full-circle understanding of the project needs and goals. We will then proceed with site analysis and research, including topographic surveys, utility reviews, and geotechnical reports (if needed). Once we have the data to support our design, design development begins. After design approval, improvement plan preparation commences. After the delivery of 100% PS&E, bidding and construction phase assistance can be provided. O'Dell will support the City from kick-off to construction completion to ensure the best possible project is constructed.

Land Surveying to Support Civil Projects

O'Dell maintains a robust suite of tools to develop solutions for all types of survey issues because we recognize that no single technology will be the best fit for every situation. Our approach always begins with understanding and assessing your current and future needs. From that assessment we are able to build the best combination of staff, tools, and technology. We have delivered surveying products using a combination of traditional survey tools and resources for decades, including traditional photogrammetry, total stations, and survey-grade GNSS/GPS under some of the most challenging combinations of circumstances of terrain, weather, and schedule. However, technology, solutions, and problems evolve over time, and we believe that our tools, resources, and solutions must also undergo continuous development. We crafted innovative solutions for unique projects by employing a number of modern tools, including: mobile terrestrial and static LiDAR, UAV mapping, hydrographic surveying, and multiple combinations thereof, always focusing on the strength of the given utility in order to extract the most value for our clients.

H. Firm Qualifications

Survey Philosophy

O'Dell approaches each project with a focus on positively impacting the community. We understand the significance that built projects have in the day-to-day lives of the local community and believe that built projects should improve quality of life. We look for any and every opportunity to improve our communities through the design and construction of public projects such as roadways, utilities, parks, and sites. We understand how surveying contributes to and supports the development of these important projects. We are committed to providing the appropriate level of detail, within the schedule and budget required, to serve as the backbone of these critical design projects.

On-Call Experience

O'Dell regularly provides on-call design services to agencies in the Central Valley. We currently hold over 50 active on-call agreements for cities, counties, and districts. Our on-call experience includes work with agencies including:

- City of Turlock
- City of Modesto
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- County of San Joaquin
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- County of Merced
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SURVEYING FOR ALAMEDA RAIL SAFETY ENHANCEMENT: ALAMEDA COUNTY, CA

Land Surveying and Construction Surveying Services

Our survey department handles each project with meticulous precision and client consideration. The department is led by Professional Land Surveyors who direct the efforts of our highly qualified and experienced mapping and field personnel. Our mapping staff takes care to prepare accurate and concise documents that will stand the test of time and protect our clients. Clients benefit from our thorough and proactive approach to resolving boundary and title issues that may present obstacles in the future.

Our survey crews are equipped with modern survey equipment, including small unmanned aerial vehicles (UAV), laser scanning, robotic total stations, GNSS/GPS, and digital level technology. The crews are supported by office personnel using the latest version of AutoCAD, Microstation, Trimble Business Center, Pix4D, and surveying software.

We utilize stringent QA/QC systems to ensure the highest quality deliverables. Our thorough understanding of the entire construction process enables us to anticipate the needs of the engineer and builder. Through a stringent system of quality control and a hands-on approach to project management, clients receive prompt service and reliable work. O'Dell Engineering currently provides the following types of land surveying services:

- Topographic Surveying & Mapping
- Monument Preservation Support
- Appraisal Mapping
- Legal Descriptions & Plats
- Boundary Surveys
- Right-of-Way Surveys
- Record-of-Surveys
- Construction Surveying
- Map Checking
- ALTA Surveys
- Subdivision Mapping
- Lot Line Adjustments
- High Precision Monitoring
- GPS Surveys
- Aerial Surveys
- Right-of-Way Engineering
- High-Definition Laser Scanning (HDS)
- Unmanned Aerial Vehicle (UAV) Mapping & Surveying
- GIS

Survey Quality Assurance

All processes and procedures must be designed from the beginning to produce high quality, reliable, and consistent data. We have developed the following strategies to provide for the highest quality results:

- Recruit and retain highly qualified survey staff. Our Fresno office staff are 100% dedicated survey staff, including 6 graduates of the FSU Geomatics Engineering program, all of whom are licensed Professional Land Surveyors.
- Apply surveying principles from the beginning, starting with an understanding of the results our clients expect of us, and work backwards to design a survey that meets those specifications.
- Use written hand-offs to facilitate clear, effective, and unambiguous communication between everyone. This includes hand-off from the Project Manager to technical staff, between field and office personnel, and between O'Dell and the District.
- Use peer reviews as a tool to maintain staff proficiency and training diversity.
- Employ checklists and tracking tools as a way to ensure all procedures are followed as designed.

Survey Quality Control Checkpoints

1. Survey Plan Hand-Off: Prior to submitting the survey plan to the field crew, the PM will review and verify the requested processes meet the criteria and accuracy requirements, are practical and safe, and that they are in line with the pre-planned budget and resource allocations for that task. The checkpoint is cleared by written approval and acknowledging readiness to proceed in project tracking software.

2. Field Survey Data Processing: Prior to processing, field notes are reviewed and the raw data files are inspected for completeness and alignment with the requested procedures and specifications (such as observation duration or loop misclosures). The checkpoint is cleared by acknowledging readiness to proceed in project tracking software.

3. Deliverable Preparation: Immediately prior to preparing deliverables, the survey data processing results are checked to ensure the results meet standards and specifications, include the proper amount of data, and that any discrepancies or gaps have been resolved. The approval is facilitated and the checkpoint is clear by means of a written hand-off to technical staff by project management.

4. Project Manager Review: Prior to initiating a PM review, technical staff submit work products to peers for independent review and assessment. The review and correction processes are facilitated with automated checklists and repeated until no further comments can be made. This checkpoint is cleared by submittal of a fully approved checklist and acknowledgment in project tracking software.

5. Final Review: As deliverables are staged for hand-off to the client, the Project Manager conducts an assessment to confirm all deliverables meet specifications and achieve all intended goals per the scope of work, they are in the correct formats and versions, and are technically correct. This checkpoint is cleared by completion of a final review checklist.

Financial Responsibility

O'Dell is financially strong and stable. Owners and Principals are committed to the continued success of the firm. O'Dell has been a part of the Central Valley community since 1994, employing community members and putting money back into the local economy. The firm has persevered through economic waves and now employs a record 70+ professionals.

Ability to Keep Costs Within Project Budgets and Estimates

O'Dell understands the importance of working within budgets and estimates. We stay on budget by revisiting, reviewing, and re-forecasting the design and construction costs throughout the project. All team members are always aware of the current budget status. Management tools including Deltek Vision financial and project management software, project tracking databases, Principal review meetings, Project Manager weekly meetings, and weekly status reports keep budgets and estimates on track.

Capability of Developing Innovative or Advanced Techniques

In all of our projects, we aim to use innovation, technology, and advanced techniques whenever possible to create cost savings, efficient work flows, and superior designs.

Applications of Modern Technology

Our team routinely applies technology to provide creative yet practical solutions to unique and complex design projects. These include tools to help enhance communication and idea sharing, design visualization, and costing. Examples include:

- Building Information Modeling (BIM)
- High-Definition Laser Scanning (HDS)
- Unmanned Aerial Vehicle (UAV) Mapping & Surveying
- GIS Technology on Large-Scale Panning
- LiDAR to Create 3D Elevation Maps of Land Parcels
- AutoCAD, Civil 3D, Adobe, Land FX, SketchUp, Lumion, & Rhino
- Communication Technologies such as Zoom, Microsoft Teams, Slack, & Cloud Sharing

Familiarity with Local Conditions and State and Federal Procedures

City of Merced Experience

Our work within the City has familiarized us with your design standards and preferences, and we are ready and available to utilize this experience to assist the City. O'Dell has supported 173 projects in Merced. Projects have included sites, roadways, and utilities. Services have included civil engineering, land surveying, landscape architecture, SWPPP, and joint trench utility coordination.

Experience with State and Federal Procedures

Interaction with public regulatory agencies is a unique process that requires both experience and knowledge, but also open communication and meticulous documentation to move a project smoothly. The O'Dell team has been involved and engaged with public agency interactions throughout most of its 25 years in practice, including projects at the Federal, State, and local government levels. O'Dell regularly retains the services of an accounting firm specializing in Federal Acquisition Regulation (FAR) to develop a compliant overhead rate and is fully compliant with all FAR requirements. The firm has experience with the Federal Highway Bridge Program (HBP); the Local Assistance Manual; the Division of the State Architect; Caltrans Standards; Specifications, and Procedures; the Transportation Enhancement Program; the Active Transportation Program; and the Federal Congestion Mitigation and Air Quality (CMAQ) Program. Surveying services provided by O'Dell are based on guidance from Caltrans Right-of-Way and Survey Manuals. The firm has experience performing tasks per Local Procedures Manual Chapter 14 and is currently an on-call to provide right-of-way engineering and surveying services to Caltrans District 10.

County of Merced Feedback

It truly was refreshing to see such time and effort being spent on research for a survey, digging way past the obvious recorded maps, into the wealth of unrecorded maps, field notes and Miller and Lux records available here in Merced County."

- Zachary Janz, County Surveyor, County of Merced, P: 209.385.7601 Ext. 4630

L. Agreement Statement

O'Dell has reviewed the sample agreement associated with this RFQ and, if selected, can enter into an agreement of that form. O'Dell is interested in the following categories: General Civil Engineering and Surveying. This submittal is for Surveying.

Understanding of Work to be Done

We understand the City of Merced is requesting civil engineering and land surveying services for various engineering projects. Projects may include roads, water, sewer, storm drain, sidewalk, traffic signal design, traffic studies, and review of traffic studies. Surveying services include topographic and planimetric surveys, drawings in AutoCAD, land records research for boundary determination and right-of-way, recovering existing monuments, performing retracement surveys, re-establishing lost or obliterated corners, re-establishing control points, construction staking, and record filing. We do all of these survey services on a weekly basis for cities and counties in the Central Valley. We understand the role and importance of surveying services in the greater design process and the value of acquiring the right amount of information and detail to support improvement projects.

Land Surveying Approach

For any land surveying projects we may work on with the City of Merced, the City will have [total access to Scott Roberts \(Project Manager\)](#) and [Dylan Crawford \(Land Surveying Principal\)](#). Our survey crews are equipped with modern survey equipment, including small unmanned aerial vehicles (UAV), laser scanning, robotic total stations, GNSS/GPS, and digital level technology, and are supported by office personnel using the latest version of AutoCAD, Microstation, Trimble Business Center, Pix4D, and surveying software. In addition, we utilize stringent QA/QC systems to ensure the highest quality deliverables.

Steps to a Survey Project

Step 1: Project Kick-Off & Survey Planning

- Participate in kick-off meeting with City staff and subs to develop a comprehensive understanding of project specific requirements.
- Present a preliminary survey plan to the City.
- Refine survey plan based on input from the City and sub-consultants, incorporating findings from detailed research (existing maps and property records, published survey control information, terrain, traffic data, etc.).
- If any potential problems are discovered during detailed planning, they will be presented to the project team for assessment and resolution.

Step 2: Schedule Field Staff

- Based on the detailed survey plan, identify appropriate field survey staff and equipment for the project.
- Coordinate with the Field Survey Manager to secure specific dates for equipment and staff.
- Based on field survey dates, coordinate technical survey staff schedules to have adequate resources available immediately following the field survey.
- Prepare written survey instructions and exhibits to provide clear direction for field surveyors to follow.

Step 3: Perform Field Survey

- Field crews collect survey data and submit work products daily to Project Manager.

Step 4: Process Survey Data

- Survey staff review and process all raw survey data in vendor software.
- PM approves field survey data and prepares written instruction for drafter, including project and client specific requirements.

Step 5: Production

- Drafters prepare topographic survey mapping products using AutoCAD Civil 3D and other tools/resources as needed according to written instructions.
- Project Surveyors prepare boundary survey deliverable products.

Step 6: Quality Control

- All work products undergo checklist-driven peer reviews until all aspects meet our client-driven requirements.
- Final review and approval of all work products is performed by senior survey staff.
- Work products are packaged and delivered to client for review, comment, and acceptance.

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 Page 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant ODell Engineering☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantProject No. City of Merced On-Call Contract No.

TBD

Participation Amount \$ Date 08/04/2021**For Combined Rate**Fringe Benefit % 37.86% + Overhead % 74.03% + General Administration % 0.00% = Combined ICR % 111.89%**For Home Office Rate**Fringe Benefit % + Overhead % + General Administration % = Home Office ICR % 0.00%**For Field Office Rate**Fringe Benefit % + Overhead % + General Administration % = Field Office ICR % 0.00%FEE % = 10.0%Escalation % = 5.0%**BILLING INFORMATION****CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ Increase	Hourly range - for classifications only
Randall O'Dell, PE*	\$ 246.53	NC	NC	08/01/2021	08/01/2022	\$ 105.77		
Principal (exempt)	\$ 258.85	NC	NC	08/02/2022	08/01/2023	\$ 111.06	5.0%	
(non-prevailing wage)	\$ 271.80	NC	NC	08/02/2023	08/01/2024	\$ 116.61	5.0%	Not Applicable
Kristen Schmitt, PE*	\$ 285.39	NC	NC	08/02/2024	08/01/2025	\$ 122.44	5.0%	
Senior Engineer (exempt)	\$ 134.46	NC	NC	08/01/2021	08/01/2022	\$ 57.69		
(non-prevailing wage)	\$ 141.19	NC	NC	08/02/2022	08/01/2023	\$ 60.57	5.0%	
Senior Engineer (exempt)	\$ 148.25	NC	NC	08/02/2023	08/01/2024	\$ 63.60	5.0%	Not Applicable
(non-prevailing wage)	\$ 155.66	NC	NC	08/02/2024	08/01/2025	\$ 66.78	5.0%	
TBD	\$ 198.12	\$ 240.62	\$ 283.12	08/01/2021	08/01/2022	\$ 85.00		\$55.00 - \$115.00
Senior Engineer (non-exempt)	\$ 208.02	\$ 252.85	\$ 297.27	08/02/2022	08/01/2023	\$ 89.25	5.0%	\$57.75 - \$120.75
(non-prevailing wage)	\$ 218.42	\$ 265.28	\$ 312.14	08/02/2023	08/01/2024	\$ 93.71	5.0%	\$60.64 - \$126.79
(non-prevailing wage)	\$ 229.35	\$ 278.54	\$ 327.74	08/02/2024	08/01/2025	\$ 98.40	5.0%	\$63.67 - \$133.13
TBD	\$ 128.19	\$ 155.69	\$ 183.19	08/01/2021	08/01/2022	\$ 55.00		\$40.00 - \$70.00
Engineer (non-exempt)	\$ 134.60	\$ 163.48	\$ 192.35	08/02/2022	08/01/2023	\$ 57.75	5.0%	\$42.00 - \$73.50
(non-prevailing wage)	\$ 141.33	\$ 171.65	\$ 201.97	08/02/2023	08/01/2024	\$ 60.64	5.0%	\$44.10 - \$77.18
(non-prevailing wage)	\$ 148.40	\$ 180.23	\$ 212.07	08/02/2024	08/01/2025	\$ 63.67	5.0%	\$46.31 - \$81.04
TBD	\$ 83.91	\$ 101.91	\$ 119.91	08/01/2021	08/01/2022	\$ 36.00		\$22.00 - \$60.00
Assistant Engineer (non-exempt)	\$ 88.10	\$ 107.00	\$ 125.90	08/02/2022	08/01/2023	\$ 37.80	5.0%	\$23.10 - \$62.50
(non-prevailing wage)	\$ 92.51	\$ 112.35	\$ 132.20	08/02/2023	08/01/2024	\$ 39.69	5.0%	\$24.26 - \$65.13
(non-prevailing wage)	\$ 97.13	\$ 117.97	\$ 138.81	08/02/2024	08/01/2025	\$ 41.67	5.0%	\$25.47 - \$67.89
TBD	\$ 58.27	\$ 70.77	\$ 83.27	08/01/2021	08/01/2022	\$ 25.00		\$15.00 - \$35.00
CADD (non-exempt)	\$ 61.18	\$ 74.31	\$ 87.43	08/02/2022	08/01/2023	\$ 26.25	5.0%	\$15.75 - \$36.75
(non-prevailing wage)	\$ 64.24	\$ 78.02	\$ 91.80	08/02/2023	08/01/2024	\$ 27.56	5.0%	\$16.54 - \$38.59
(non-prevailing wage)	\$ 67.45	\$ 81.92	\$ 96.40	08/02/2024	08/01/2025	\$ 28.94	5.0%	\$17.37 - \$40.52
Dylan Crawford, PLS*	\$ 246.53	NC	NC	08/01/2021	08/01/2022	\$ 105.77		
Principal (exempt)	\$ 258.85	NC	NC	08/02/2022	08/01/2023	\$ 111.06	5.0%	
(non-prevailing wage)	\$ 271.80	NC	NC	08/02/2023	08/01/2024	\$ 116.61	5.0%	Not Applicable
(non-prevailing wage)	\$ 285.39	NC	NC	08/02/2024	08/01/2025	\$ 122.44	5.0%	
Scott Roberts, PLS*	\$ 128.19	\$ 155.69	\$ 183.19	08/01/2021	08/01/2022	\$ 55.00		
Senior Surveyor (non-exempt)	\$ 134.60	\$ 163.48	\$ 192.35	08/02/2022	08/01/2023	\$ 57.75	5.0%	
(non-prevailing wage)	\$ 141.33	\$ 171.65	\$ 201.97	08/02/2023	08/01/2024	\$ 60.64	5.0%	Not Applicable
(non-prevailing wage)	\$ 148.40	\$ 180.23	\$ 212.07	08/02/2024	08/01/2025	\$ 63.67	5.0%	

TBD		\$	151.50	\$	184.00	\$	216.50	08/01/2021	08/01/2022	\$	65.00		\$40.00 - \$90.00
Senior Surveyor (non-exempt) (non-prevailing wage)		\$	159.08	\$	193.20	\$	227.33	08/02/2022	08/01/2023	\$	68.25		\$42.00 - \$94.50
		\$	167.03	\$	202.86	\$	238.69	08/02/2023	08/01/2024	\$	71.66		\$44.10 - \$99.23
TBD		\$	175.38	\$	213.00	\$	250.63	08/02/2024	08/01/2025	\$	75.25		\$46.31 - \$104.19
Surveyor (non-exempt) (non-prevailing wage)		\$	95.56	\$	116.06	\$	136.56	08/01/2021	08/01/2022	\$	41.00		\$30.00 - \$52.00
		\$	100.34	\$	121.87	\$	143.39	08/02/2022	08/01/2023	\$	43.05		\$31.50 - \$54.60
		\$	105.36	\$	127.96	\$	150.56	08/02/2023	08/01/2024	\$	45.20		\$33.08 - \$57.33
TBD		\$	110.63	\$	134.36	\$	158.09	08/02/2024	08/01/2025	\$	47.46		\$34.73 - \$60.20
Assistant Surveyor (non-exempt) (non-prevailing wage)		\$	79.25	\$	96.25	\$	113.25	08/01/2021	08/01/2022	\$	34.00		\$28.00 - \$40.00
		\$	83.21	\$	101.06	\$	118.91	08/02/2022	08/01/2023	\$	35.70		\$29.40 - \$42.00
		\$	87.37	\$	106.11	\$	124.85	08/02/2023	08/01/2024	\$	37.49		\$30.87 - \$44.10
Chad Kennedy, PLA (non-prevailing wage)		\$	91.74	\$	111.42	\$	131.10	08/02/2024	08/01/2025	\$	39.36		\$32.41 - \$46.31
Principal (exempt)		\$	246.53	NC		NC		08/01/2021	08/01/2022	\$	105.77		
		\$	258.85	NC		NC		08/02/2022	08/01/2023	\$	111.06		
		\$	271.80	NC		NC		08/02/2023	08/01/2024	\$	116.61		
TBD		\$	285.39	NC		NC		08/02/2024	08/01/2025	\$	122.44		
Senior Landscape Architect (non-exempt) (non-prevailing wage)		\$	174.81	\$	212.31	\$	249.81	08/01/2021	08/01/2022	\$	75.00		\$60.00 - \$90.00
		\$	183.55	\$	222.92	\$	262.30	08/02/2022	08/01/2023	\$	78.75		\$63.00 - \$94.50
		\$	192.73	\$	234.07	\$	275.41	08/02/2023	08/01/2024	\$	82.69		\$66.15 - \$99.23
TBD		\$	202.36	\$	245.77	\$	289.19	08/02/2024	08/01/2025	\$	86.82		\$69.46 - \$104.19
Landscape Architect (non-exempt) (non-prevailing wage)		\$	104.89	\$	127.39	\$	149.89	08/01/2021	08/01/2022	\$	45.00		\$30.00 - \$60.00
		\$	110.13	\$	133.75	\$	157.38	08/02/2022	08/01/2023	\$	47.25		\$31.50 - \$63.00
		\$	115.64	\$	140.44	\$	165.25	08/02/2023	08/01/2024	\$	49.61		\$33.08 - \$66.15
TBD		\$	121.42	\$	147.46	\$	173.51	08/02/2024	08/01/2025	\$	52.09		\$34.73 - \$69.46
Landscape Designer (non-exempt) (non-prevailing wage)		\$	81.58	\$	99.08	\$	116.58	08/01/2021	08/01/2022	\$	35.00		\$20.00 - \$50.00
		\$	85.66	\$	104.03	\$	122.41	08/02/2022	08/01/2023	\$	36.75		\$21.00 - \$52.50
		\$	89.94	\$	109.23	\$	128.53	08/02/2023	08/01/2024	\$	38.59		\$22.05 - \$55.13
Dennis Wann*		\$	94.44	\$	114.69	\$	134.95	08/02/2024	08/01/2025	\$	40.52		\$23.15 - \$57.89
Dry Utility Project Manager (non-exempt) (non-prevailing wage)		\$	115.42	\$	140.18	\$	164.94	08/01/2021	08/01/2022	\$	49.52		
		\$	121.19	\$	147.19	\$	173.19	08/02/2022	08/01/2023	\$	52.00		
		\$	127.25	\$	154.55	\$	181.85	08/02/2023	08/01/2024	\$	54.60		
TBD		\$	133.61	\$	162.28	\$	190.94	08/02/2024	08/01/2025	\$	57.33		
Dry Utility Project Manager (non-exempt) (non-prevailing wage)		\$	116.54	\$	141.54	\$	166.54	08/01/2021	08/01/2022	\$	50.00		\$35.00 - \$65.00
		\$	122.37	\$	148.62	\$	174.87	08/02/2022	08/01/2023	\$	52.50		\$36.75 - \$68.25
		\$	128.48	\$	156.05	\$	183.61	08/02/2023	08/01/2024	\$	55.13		\$38.59 - \$71.66
TBD		\$	134.91	\$	163.85	\$	192.79	08/02/2024	08/01/2025	\$	57.88		\$40.52 - \$75.24
Dry Utility Engineer (non-exempt) (non-prevailing wage)		\$	62.93	\$	76.43	\$	89.93	08/01/2021	08/01/2022	\$	27.00		\$15.00 - \$39.00
		\$	66.08	\$	80.25	\$	94.43	08/02/2022	08/01/2023	\$	28.35		\$15.75 - \$40.95
		\$	69.38	\$	84.27	\$	99.15	08/02/2023	08/01/2024	\$	29.77		\$16.54 - \$43.00
TBD		\$	72.65	\$	88.48	\$	104.11	08/02/2024	08/01/2025	\$	31.26		\$17.37 - \$45.15
Administrative (non-exempt) (non-prevailing wage)		\$	107.22	\$	130.22	\$	153.22	08/01/2021	08/01/2022	\$	46.00		\$30.00 - \$62.00
		\$	112.58	\$	136.73	\$	160.88	08/02/2022	08/01/2023	\$	48.30		\$31.50 - \$65.10
		\$	118.21	\$	143.56	\$	168.92	08/02/2023	08/01/2024	\$	50.72		\$33.08 - \$68.36
NOTES:		\$	124.12	\$	150.74	\$	177.37	08/02/2024	08/01/2025	\$	53.25		\$34.73 - \$71.78

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirement must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant O'Dell Engineering ☒ Prime Consultant ☐ Subconsultant

Project No. City of Merced On-Call Contract No. TBD Date 08/04/2021

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		per mile	\$ 0.58	\$ -
Black & White Print		per sheet	\$ 3.00	\$ -
Color Print		per sheet	\$ 20.00	\$ -
Mylar Print		per sheet	\$ 30.00	\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -
Subconsultant 5:				\$ -

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that that is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3**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:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [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:	<u>Randall O'Dell</u>	Title *:	<u>President</u>
Signature:	<u></u>	Date of Certification (mm/dd/yyyy):	<u>8/4/2021</u>
Email:	<u>rodell@odellengineering.com</u>	Phone Number:	<u>209.571.1765</u>
Address:	<u>1165 Scenic Drive, Suite A, Modesto, CA 95350</u>		

* 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:

Civil Engineering, Land Surveying, Landscape Architecture, Dry Utility Coordination

**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: O'Dell Engineering, Inc.

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 111.89 % **OR**

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

Facilities Capital Cost of Money _____% (if applicable)

Fiscal period * 01/01/2020 to 12/31/2020

* 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 \$ 6.9M on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 9.
- Audit history of the consultant's current and prior years (if applicable)

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

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

Name**: Randall O'Dell

Title**: President

Signature: 

Date of Certification (mm/dd/yyyy): 08/02/2021

Email**: rodell@odellengineering.com

Phone Number**: 209.571.1765

**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

O'Dell Engineering, Inc.

STATEMENT OF DIRECT LABOR, FRINGE BENEFIT, AND GENERAL OVERHEAD UNDER THE FEDERAL ACQUISITION REGULATION For the Year Ended December 31, 2020

Cost Grouping & Description	General Ledger Account Balance	Disallowed Costs	Proposed Company Wide Costs	% of Direct Labor
DIRECT LABOR	\$ 4,547,915	\$ -	\$ 4,547,915	100.00%
INDIRECT COSTS				
FRINGE BENEFITS				
Employee Benefits	\$ 1,234,359	\$ -	\$ 1,234,359	27.14%
Payroll Taxes	487,576	-	487,576	10.72%
TOTAL FRINGE BENEFITS	\$ 1,721,935	\$ -	\$ 1,721,935	37.86%
GENERAL OVERHEAD INDIRECT COSTS				
Wages, Salaries, and Bonuses	\$ 1,980,599	\$ -	\$ 1,980,599	43.55%
FFCRA Wages	\$ (1,865)	-	\$ (1,865)	-0.04%
Rent	332,400	-	332,400	7.31%
Depreciation and Amortization	167,795	-	167,795	3.69%
Insurance	152,043	-	152,043	3.34%
Auto Expense	81,280	-	81,280	1.79%
Utilities	38,517	-	38,517	0.85%
GENERAL OVERHEAD INDIRECT COSTS (continued):				
Legal and Accounting	75,464	-	75,464	1.66%
Information Technology	136,699	-	136,699	3.01%
Repairs and Maintenance	152,469	-	152,469	3.35%
Office Supplies	92,031	-	92,031	1.82%
Field Supplies	72,295	-	72,295	1.59%
Publications and Subscriptions	56,095	-	56,095	1.23%
Taxes and Licenses	14,899	-	14,899	0.33%
Telephone and Fax	75,501	-	75,501	1.66%
Postage, Printing, and Delivery	8,246	-	8,246	0.18%
Training and Education	4,374	-	4,374	0.10%
Travel and Subsistence	4,569	-	4,569	0.10%
Miscellaneous	11,644	-	11,644	0.26%
Other Professional Fees	7,058	-	7,058	0.16%
Meals	2,796	-	2,796	0.06%
Professional Memberships	1,057	-	1,057	0.02%
Loss on Sale of Assets	(7,758)	-	(7,758)	-0.17%
Key Man Insurance	33,242	-	33,242	0.73%
Salary Variance Account	(115,592)	-	(115,592)	-2.54%
Non-allowable General Overhead Indirect Costs				
Compensation - nonallowable	39,601	(39,601.00) (a)	-	0.00%
Related Party Rent - nonallowable	85,692	(85,692) (f)	-	0.00%
Meals and Entertainment - nonallowable	3,839	(3,839) (b) (c)	-	0.00%
Personal Use of Vehicles - nonallowable	5,812	(5,812) (g)	-	0.00%

Social Events - nonallowable	946	(946) (c)	-	0.00%
Contributions and Donations - nonallowable	3,000	(3,000) (d)	-	0.00%
Business Development - nonallowable	8,509	(8,509) (e)	-	0.00%
Interest and Bad Debt - nonallowable	3,180	(3,180) (h)	-	0.00%
TOTAL GENERAL OVERHEAD INDIRECT COSTS	\$ 3,526,440	(110,978)	3,415,462	74.03%
TOTAL INDIRECT COSTS	\$ 5,248,375	(110,978)	5,137,397	
Overhead Rate				111.89%

FAR References and Notes:

- (a) 31.205-6: Executive compensation in excess of reasonable amount and amounts paid based on ownership are disallowed
- (b) 31.205-46(a) & 31.203(g): Travel and meal costs in excess of per diem rate are disallowed
- (c) 31.205-14: Costs for entertainment are disallowed
- (d) 31.205-8: Contributions and gifts are disallowed
- (e) 31.201-6 (e)(2): Marketing, lobbying, and any labor associated with unallowable activities is disallowed
- (f) 31.205-36 (b)(3): Rent Charges for property under common control that exceed cost of ownership are disallowed
- (g) 31.205-6(m)(2): Personal use of company asset (automobile) is disallowed
- (h) 31.205-20: Interest and finance charges are disallowable



PREVAILING WAGE POLICY

O'Dell Engineering Prevailing Wage Policy

O'Dell Engineering pays employees who are performing field surveying on prevailing wage contracts the base hourly wage per the prevailing wage determination. In addition, we calculate actual fringe benefits on an hourly basis and compare that amount to fringe benefits per the prevailing wage determination. This difference (if applicable) is the prevailing wage delta fringe. If there is a prevailing wage delta fringe, O'Dell Engineering pays employees that amount in cash on top of the base hourly wage per prevailing wage determination. For prevailing wage delta base and delta fringe cost, O'Dell Engineering posts these cost amounts to the direct labor account. As delta base and delta fringe costs are recorded as direct labor for all contracts, the indirect cost rate is lower than it would be if these costs were accounted for as other direct costs or indirect costs.

O'Dell Engineering DIR #: 1000005103

A handwritten signature in black ink, appearing to read "R O'Dell".

Randall O'Dell, President

08/02/2021

Date

O'Dell Engineering
FEE SCHEDULE
June 2021

<u>Classification:</u>	<u>Regular Hourly Rate:</u>
Principal	\$230
Senior Civil Engineer	\$194
Senior Engineer 2	\$184
Senior Engineer 1	\$173
Engineer 2	\$171
Engineer 1	\$160
Assistant Engineer 2	\$134
Assistant Engineer 1	\$118
Senior Landscape Architect 2	\$166
Senior Landscape Architect 1	\$154
Landscape Architect 2	\$142
Landscape Architect 1	\$131
Landscape Designer 2	\$121
Landscape Designer 1	\$110
Planner	\$163
Assistant Planner	\$131
Dry Utility Project Manager 2	\$158
Dry Utility Project Manager 1	\$142
Utility Engineer	\$127
CADD Operator 2	\$105
CADD Operator 1	\$86
Senior Land Surveyor	\$189
Senior Surveyor 2	\$182
Senior Surveyor 1	\$161
Surveyor 2	\$144
Surveyor 1	\$134
Assistant Surveyor 2	\$121
Assistant Surveyor 1	\$110
Survey Crew 2-man/1-man	\$300/\$171
Survey Crew 2-man/1-man (Prevailing Wage)	\$370/\$203
Administrative	\$96

Outside Services & Reproduction:

Actual cost plus 10%

Cost of services and expenses charged to O'Dell Engineering by outside consultants, commercial printers, and professional or technical firms engaged in connection with the project.

Travel:

Actual cost plus 10%

Mileage, per diem, and subsistence are not normally charged to the client unless specific prior authorization is negotiated between client and consultant.

Rates subject to a 5% annual escalation.

EXHIBIT C

EXHIBIT C
City of Merced
Authorization of Services Agreement

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

Name of City Contact

Phone Ext.

Description of Services to be Provided:

Official Use Only

Check Box If Applicable To Project:

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

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

Consultant:

Proposal/Quote

1. _____
2. _____
3. _____

Total Amount \$ _____

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

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

Consultants

Print Name

Name of Business Entity

Signature

Date

Phone No.

Position/Title

License No.:

(If Applicable)

**Accepted by City of Merced
Only**

Official Use

Date

City Manager or Designee

EXHIBIT C
City of Merced
Authorization of Services Agreement

**TERMS AND CONDITIONS FOR
SERVICES CONTRACTS**

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

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

Such work shall include the following:

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

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

EXHIBIT C
City of Merced
Authorization of Services Agreement

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

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

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

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

5. **PERMITS AND LICENSES.**

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