

**AGREEMENT FOR PROFESSIONAL SERVICES
(Design Professional)**

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, 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 Quincy Engineering, Inc., a California Corporation, whose address of record is 11017 Cobblersrock Drive, Suite 100, Rancho Cordova, California 95670, (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to repair the M & G Street Bridges at Bear Creek; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide engineering construction 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 engineering construction services described in Exhibit “A” attached hereto.

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 his 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 Exhibit “A” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **RESERVED.**

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, 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 One Hundred Eighty Thousand Eight Hundred Eighty-Seven Dollars and Six Cents (\$180,887.06).

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

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. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, protect, defend (with legal counsel reasonably acceptable to City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property, or expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation), that arise out of, pertain to, or relate to, the negligence, recklessness, willful misconduct of Consultant or its employees, subcontractors, or agents in the performance of this Agreement. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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. 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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

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

19. **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.

20. **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.

21. **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:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney Date

ACCOUNT DATA:

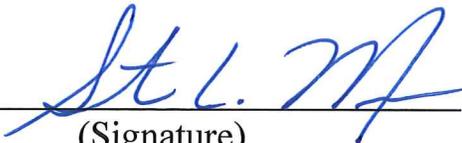
BY: _____
Verified by Finance Officer

CONSULTANT
QUINCY ENGINEERING, INC.,
A California Corporation

BY: 
(Signature)

John S. Quincy
(Typed Name)

Its: President
(Title)

BY: 
(Signature)

Steven L. Mellon
(Typed Name)

Its: VP
(Title)

Taxpayer I.D. No. 68-0269312

ADDRESS: 11017 Cobblersrock Dr.
Suite 100
Rancho Cordova, CA
95670

TELEPHONE: 916-368-9181

FAX: 916-368-1308

E-MAIL: stevem@quincyeng.com

September 16, 2016

Mr. John C. Sagin, Jr. AIA, Principal Architect
City of Merced
678 West 18th Street, Merced, CA 95340



**RE: Proposal for Engineering Construction Services – M & G Street Bridge Repairs at Bear Creek,
Project Number 108026, Federal Project Number 5085-034**

Dear Mr. Sagin:

Quincy Engineering, Inc. herein presents our revised scope and budget to assist the City of Merced in the construction inspection for the M & G Street Bridge Repairs Project.

In addition to this cost proposal and scope of work, the City has requested an hourly rate for additional work at a time-and-materials basis as requested and as directed by the City of Merced:

<u>Position</u>	<u>Hourly Rate* (Includes overhead and fee)</u>
Structure Representative	\$163.94 - All Time
Construction Inspector Group 2 (Prev. Wage**)	\$132.77 - Straight Time
Construction Inspector Group 2 (Prev. Wage OT**)	\$187.63 - Standard Overtime
Inspector (Non-Prev. Wage)	\$109.72 - Straight Time
Inspector (Non-Prev. Wage OT)	\$164.57 – Standard Overtime

** Please note that there is a 4-hour minimum, including travel time from our office to the site, for each requested callout. For work periods requiring overnight accommodation, staff will be provided subsistence in the amount of \$120/day (per DIR guidelines). Subsistence will be billed to the City as a direct cost with no fee. Stated rates are good through 6/30/17 after which they could increase by up to 3.5%.*

*** Prevailing wages are subject to DIR regulations and increases which typically occur in July.*

If you have any questions or require additional information, please contact me at this letterhead’s contact information below or my email: stevem@quincyeng.com. We appreciate the opportunity and look forward to working with you and your staff on this project.

Sincerely,

QUINCY ENGINEERING, INC.

Steven L. Mellon, PE
Construction Manager/Principal-In-Charge

The following detailed Scope of Work has been formatted for attachment directly to the City's contract for this project:

SCOPE OF WORK

The following Scope of Work identifies the items of work, the order in which they may occur, and how they will be addressed during the construction of the M & G Street Bridge Repair Project. This Work Plan is based on Quincy's current understanding of the project and the following assumptions:

- ✓ Construction will start in late-September 2016 and end in early summer of 2017. The City's Contractor (CONTRACTOR) will take no more than 130 working days to complete the project.
- ✓ Construction work will not be suspended in Fall 2016 and work will continue through the winter.
- ✓ The City (CITY) will provide the Resident Engineer (RE) for the project. The RE will be responsible for the administration of the contract. This will include oversight on the CITY's full time inspection staff, labor compliance, pay quantities, and contractor communication/procedures. CITY's full time inspection staff's focus will be all non-bridge related items unless specified in Task 2.
- ✓ Quincy Engineering, Inc. (QEI) will provide technical engineering construction inspection services under the direction of the CITY's RE. QEI Staff's focus will be related to bridge structure work, submittals, and issues. Level of effort on a daily basis is expected to be no more than 8 hours including travel time.
- ✓ The CONTRACTOR will be working normal shifts throughout the project (no overtime is anticipated).
- ✓ QEI anticipates that the CONTRACTOR is experienced with this type of work and will diligently pursue timely completion of the project.
- ✓ The CONTRACTOR will provide all construction staking for the project.
- ✓ Kleinfelder will provide materials inspection, sampling, and testing for the CITY (Task 4). Their level of effort is dependent on the CONTRACTOR'S operation and ability to meet the contract requirements. The number and types of tests are listed on their specific cost proposal (attached).
- ✓ GPA Consulting (GPA), a DBE, will provide environmental monitoring for CITY (Task 5). Their level of effort is dependent on the CONTRACTOR'S operations. Their scope is attached.
- ✓ The CITY will provide adequate office space for use by QEI Staff at no charge to QEI.
- ✓ The CITY will provide labor compliance and monitor the CONTRACTORS compliance with Federal funding requirements including:

Below are the activities we will provide by task.

Task 1: Pre-Construction Services (Structures Related)

QEI Structure Representative will perform the following, as required:

- ✓ Thoroughly review the plans, specifications, RE pending files, permits, agreements, environmental documents, CITY Quality Assurance Plan (QAP), and other applicable documents. It is important to identify potential or anticipated problem areas early in the contract.
- ✓ Attend the pre-construction conference with the CONTRACTOR, subcontractors, CITY, and other involved parties.
- ✓ Follow the CITY's construction management Quality Control Plan (QCP) plan. The plan should include project authority, communications, and project documentation/record keeping.
- ✓ CITY to develop project records 63-Category Filing System based on the Caltrans Construction Manual.

The level of effort (including travel time) for Task 1 is limited to 26 hours.

Task 2: Construction Structures Related Field Inspection and Management (130 Working days)

QEI Structure Representative and bridge inspection staff will perform the following, as required:

- ✓ Attend weekly progress meetings conducted by the CITY with the CONTRACTOR to discuss ongoing construction activities, job progress, scheduling, and other important issues. Unless specifically present on site for inspection, attendance will be by conference call.

- ✓ Coordinate review and approval of structure related project shop drawings, demolition plans, and material submittals including verifying that material submittals comply with the Buy America federal funding requirement.
- ✓ Provide assistance to the CITY RE regarding schedule reviews, CCOs, safety reviews, value engineering, etc.
- ✓ Assist the CITY RE with review and response to CONTRACTOR-developed Requests for Information (RFI) submittals that are structure related.
- ✓ Provide observation of the CONTRACTOR's structure related work to ensure that the work substantially complies with the plans and specifications by monitoring, evaluating, approving and rejecting the CONTRACTOR's work as applicable. Observation diaries will be prepared documenting the daily activity of the CONTRACTOR. Expected observation of these structures related activities are:

Note independent days are defined 4 hours travel plus 4 hours inspection for a total of 8 hours. Consecutive days are defined similarly with the exception that subsistence for overnight stays will be charged per DIR rules. It is anticipated that City staff inspectors will be provide guidance and will provide sufficient inspection when QEI staff is not on site.

M Street Bridge

- Bridge sidewalk/railing demolition- 5 consecutive days per stage
- Bridge sidewalk forms and falsework – 3 independent days per stage
- Bridge sidewalk rebar placement – 2 consecutive days per stage
- Bridge sidewalk concrete placement – one consecutive day per stage
- Bridge sidewalk forms and falsework removal – 2 consecutive days per stage
- Bridge sidewalk finish - 2 consecutive days per stage
- Bridge railing forms – 2 independent days per stage
- Bridge railing rebar placement- 2 consecutive days per stage
- Bridge railing concrete placement – one consecutive day per stage
- Bridge railing forms removal – one independent day per stage
- Bridge railing finish – one independent day per stage
- Bridge railing light and flag pole installation – 2 consecutive days per stage - CITY to provide inspection
- Bridge approach slab rebar placement – one consecutive day per stage - CITY to provide inspection
- Bridge approach slab concrete placement – one consecutive day per stage - CITY to provide inspection
- Bridge deck polyester overlay – one independent day per stage
- Utility bracket attachment to existing bridge – 2 consecutive days. This operation is not staged
- RSP placement – 4 consecutive days – CITY to provide inspection
- MSE/Keystone Wall embankment and wall unit placement – 3 consecutive days – CITY to provide inspection

The level of effort including travel time for the observation at the M Street site is limited to 460 hours.

G Street Bridge (*staged operation- hours shown account for the separate stages)

- Bridge deck demolition – 3 consecutive days (up to TBD Hours)
- Bridge deck forms/falsework - 3 consecutive days
- Bridge deck rebar placement – 2 consecutive day
- Bridge deck concrete placement – one consecutive day
- Bridge deck form/falsework removal - 2 consecutive day
- Bridge deck finish - 2 consecutive days
- Bridge rail repair - 2 independent days
- Methacrylate deck - 2 consecutive day per stage*
- RSP placement – 4 consecutive days – CITY to provide inspection

The level of effort including travel time for the observation at the G Street site is limited to 120 hours.

- ✓ Attend a project walk through with CITY and CONTRACTOR personnel to establish a “punch list” of items of work that are not satisfactory.
- ✓ Attend a final project walk-through with CITY and CONTRACTOR personnel to determine that all “punch list” items of work have been completed.

The level of effort for the structure representative during Task 2 is limited to 140 hours.

Task 3: Labor Compliance (By City)

Task 4: Materials Testing

Materials sampling and testing will be performed by our subconsultant, Kleinfelder. Kleinfelder will perform sampling and materials testing per the project specifications and the CITY's Quality Assurance Program. Their anticipated tests are provided in their cost proposal (attached).

Kleinfelder will coordinate timely testing with the CITY RE. Kleinfelder will provide timely testing results to the CITY RE.

QEI will support as necessary the CITY RE in determining acceptance or rejection of bridge related materials based on test results. This level of effort is limited to 8 hours.

Task 5: Environmental Monitoring

Environmental monitoring will be performed by our sub consultant, GPA Consulting (GPA). Their scope and budget are attached.

Task 6: Post-Construction Services (By CITY)

Our Structure Representative and inspection staff will be available to support the CIY RE as needed. This level of effort is limited to 26 hours.

In the event that additional effort, beyond the scope specified above, is required, a contract amendment for this additional budget will be requested.



**Scope of Work
Environmental Monitoring
M St. and G St. Bridges Rehabilitation Project
City of Merced, CA**

I. Project Understanding

The City of Merced (City) intends to complete rehabilitation of the M Street Bridge and G Street Bridge over Bear Creek (project), in the city of Merced, California. The City is seeking a consultant to provide Engineering Construction Services for the project, which would include environmental monitoring services for biological resources.

The project construction area includes sensitive biological resources, including Bear Creek, which includes vegetation, year-round flowing water, and potential habitat for sensitive wildlife; nesting birds on the bridge structure(s) and potentially in surrounding trees and vegetation; and, potential for roosting bats on the bridge structure(s) and in surrounding trees. Construction of the project is required to comply with avoidance, minimization, and mitigation measures identified by the Natural Environment Study (NES) report prepared to support environmental approval under the National Environmental Policy Act (NEPA). Construction of the project is also subject to the conditions of the permits issued for the project by the U.S. Army Corps of Engineers, the Regional Water Quality Board, as well as the California Department of Fish and Wildlife 1602 Streambed Alteration Agreement application.

The provisions of the NES and permits issued for the project require environmental monitoring to be completed prior to, during, and following completion of construction of the project to ensure protection of biological resources during construction. GPA proposes to provide the required environmental monitoring by completing the following tasks:

II. Project Scope

Pre-construction Surveys

GPA will complete pre-construction surveys no more than three [3] days prior to the start of construction to verify absence of sensitive wildlife species, including but not limited to nesting birds and raptors, bats, and western pond turtle. Surveys will be completed for areas within the entire construction area for western pond turtle, 100 feet of construction activities for bats, 300 feet of construction activities for non-raptor bird species, and within 500 feet for raptors. GPA estimates this will require one [1] day of surveying. If any special-status or otherwise protected species are found in or adjacent to the construction area, GPA will coordinate with the Resident Engineer, the City, and resource agencies, if warranted, to develop and implement appropriate avoidance measures. GPA will summarize the results of the surveys and any subsequent coordination in a memo format for the project

file. Pursuant to the requirements of the project's 404 Permit and 401 Permit, GPA will photograph jurisdictional waters and wetlands that would be disturbed by the project, in order to document pre-construction conditions.

Deliverables: One electronic copy of the pre-construction survey memo. Pre-construction site conditions photographs.

Bat Eviction/Bat Exclusion Oversight

Based on previous bat sightings on the G St. Bridge, GPA anticipates that bats will be present on bridge structure and will need to be evicted and/or excluded from the structure prior to the start of construction. GPA will provide oversight of bat eviction and exclusion measures that may be required prior to and during project construction. This scope of work assumes that the Contractor will be responsible for designing a bat eviction/exclusion plan that meets the requirements of the NES measures and complies with California Fish and Game Code, and that the Contractor will submit a plan that includes identification of effective exclusion methods and materials for the site, timing, and monitoring no less than two [2] weeks prior to construction. GPA will review the plan, and will coordinate as needed to ensure that the plan meets necessary requirements and prevents impacts on roosting bats. Once approved, GPA will monitor the Contractor's implementation of the plan, including installation and maintenance of the bat eviction and exclusion measures, to ensure that it is carried out successfully. GPA estimates this will require one [1] day of oversight. If warranted (e.g. there is a potential for bats to be impacted), GPA will coordinate with the California Department of Fish and Wildlife.

Deliverables: One electronic copy of the bat eviction/exclusion oversight memo.

Construction Compliance Monitoring

GPA will assist the Resident Engineer and the City with ensuring that construction-related impact avoidance, minimization, and mitigation measures are successfully implemented. Prior to construction, GPA will compile NEPA and regulatory requirements and prepare a mitigation-monitoring checklist that will be used to ensure compliance throughout construction.

GPA will monitor specific activities requiring biological monitoring, including oversight of flagging and staking of environmentally sensitive areas, clearing and grubbing, invasive species removal, and monitoring of wildlife avoidance. GPA will also conduct periodic monitoring visits for the duration of construction. GPA estimates that this will require up to six [6] visits in six [6] months) to ensure that required measures are adequately implemented in the field.

GPA will summarize the result of each monitoring visit in a memo format for the project file. GPA will coordinate with the Resident Engineer as needed to correct any conditions that are out of compliance during monitoring visits.

Deliverables: Monitoring Visit Memorandums for up to six [6] monitoring visits.

Assumptions: GPA is available to conduct additional monitoring visits if any situations arise in which additional coordination is required, such as discovery of unanticipated resources, or other situations that could potentially result in non-compliance. If the City requests additional monitoring visits beyond the six identified in the cost proposal, they can be completed on an hourly rate plus expenses basis.

Post-construction Survey

Following construction, GPA will complete a survey to record post-construction conditions of the site (GPA estimates this will require up to one [1] day of surveying). GPA will take post-construction photos of the entire project site to demonstrate the successful implementation of mitigation measures and site restoration, and will identify any areas where site restoration deviated from the restoration plan. GPA will summarize the results of post-construction surveys in survey reports that will be submitted to the regulatory agencies.

Deliverables: One electronic copy of the post-construction survey memo.

Agency Submittals and Notification

Pursuant to the requirements of the project's 401 Permit, GPA will provide written notification to the Regional Water Quality Control Board (RWQCB) seven days prior to the start of in-water construction activities.

Pursuant to the requirements of the project's 404 Permit and 401 Permit, GPA will complete post-construction photography of jurisdictional waters and wetlands that were disturbed by the project, in order to document post-construction conditions.

Within 30 days of project completion, GPA will provide a Notice of Completion (NOC) to RWQCB. The NOC will include a map of the project location, including final boundaries of any on-site restoration area, if appropriate, and representative pre- and post-construction photographs, pursuant to the requirements of the project's 401 Permit.

GPA will also provide similar information to USACE within 60 days of project completion, pursuant to the requirements of the project's 404 Permit. GPA will also coordinate with City staff to complete the Compliance Certification and submit it to USACE within 30 days following completion of construction activities.

Deliverables: Post-construction site condition photographs. One electronic copy of the Notice of Completion to RWQCB. One electronic copy of the Post-construction Memo and Notification to USACE.

Project Management for Environmental Monitoring

GPA will provide management, administration, billing, coordination, etc. required to complete Environmental Monitoring Implementation.

Cost Proposal

City of Merced - CM for M & G Street Bridge Repair Project

Construction Management

Date: 9/1/2016

Quincy Engineering, Inc.

Direct Labor:	\$35,834.40
Escalation for Multi-Year Project (3.5%):	\$1,254.20
Subtotal	\$37,088.60
Overhead (1,400):	\$51,924.05
A. Labor Subtotal	\$89,012.65

Subconsultant Costs:

Kleinfelder	\$30,800.55
GPA Consulting	\$36,262.60
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
B. Subconsultant Subtotal	\$67,063.15

Other Direct Costs:

(1). RE Per diem:	0.0 days @ \$120 per day	\$0.00
(2). RE Vehicle:	Included in Overhead	
(3). SR Per diem:	8.0 days @ \$120 per day	\$960.00
(4). SR Vehicle:	Included in Overhead	
(5). Inspector Per diem:	40.0 days @ \$120 per day	\$4,800.00
(6). Inspector Vehicle:	Included in Overhead	
(7). CM Per diem:	0.0 days @ \$120 per day	\$0.00
(8). CM Vehicle:	Included in Overhead	
(9). Misc. Field supplies :		\$0.00
(10). Construction Office:	0.0 months @ \$1,200 per month	\$0.00
(11). Survey Mileage:	0.0 miles @ \$0.54 per mile	\$0.00
(12). Prevailing Wage Differential:		\$10,150.00

C. Other Direct Cost Subtotal: \$15,910.00

Labor Subtotal A. =	\$89,012.65
Fixed Fee (10.0%):	\$8,901.26
Subconsultant Subtotal B. =	\$67,063.15
Fixed Fee (0.0%):	\$0.00
Other Direct Cost Subtotal: C. =	\$15,910.00
Fixed Fee (0.0%):	\$0.00

TOTAL = \$180,887.06

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 140.0% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

Exhibit 10-H Cost Proposal

Cost Proposal

Contract No. City of Merced - CM for M & G Street Bridge Repair Project
 Consultant Quincy Engineering, Inc.

Date 9/1/2016

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	Steve Mellon	SM	\$64-\$87	4	\$76.70	\$ 306.80
Senior Eng.	Leland Mason	LM	\$48-\$78	172	\$62.10	\$ 10,681.20
Construction Inspector	TBD	TBD	\$25-\$65	164	\$40.00	\$ 6,560.00
Construction Inspector (Gr. 2 Prt)	TBD	TBD_PW	\$25-\$65	440	\$41.56	\$ 18,286.40
				780		\$ 35,834.40

LABOR COSTS

a) Subtotal Direct Labor Costs	<u>\$35,834.40</u>	
b) Escalation for Multi-Year Project (3.5%):	<u>\$1,254.20</u>	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	<u>\$37,088.60</u>	\$37,088.60

FRINGE BENEFITS

d) Fringe Benefits (Rate: 39.0%):		
e) TOTAL FRINGE BENEFITS [(c) x (d)]	<u>\$14,464.56</u>	\$14,464.56

INDIRECT COSTS

f) Overhead (Rate: 72.7%):		
g) Overhead [(c) x (f)]	<u>\$26,963.42</u>	
h) General Administration (Rate: 28.3%):		
i) Gen & Admin [(c) x (h)]	<u>\$10,496.07</u>	
j) TOTAL INDIRECT COSTS [(g) + (i)]	<u>\$37,459.49</u>	\$37,459.49

FIXED FEE (Profit)

k) Fixed Fee (10.0%):		
l) TOTAL PROFIT [(c) + (e) + (j)] x (k)	<u>\$8,901.26</u>	\$8,901.26

OTHER DIRECT COSTS (ODC)

RE Per diem	0	120	per day	\$0.00
RE Vehicle		Included in Overhead		\$0.00
SR Per diem	8	120	per day	\$960.00
SR Vehicle		Included in Overhead		\$0.00
Inspector Per diem	40	120	per day	\$4,800.00
Inspector Vehicle		Included in Overhead		\$0.00
CM Per diem	0	120	per day	\$0.00
CM Vehicle		Included in Overhead		\$0.00
Misc. Field supplies				\$0.00
Construction Office	0	1200	per month	\$0.00
Survey Mileage	0	0.54	per mile	\$0.00
Prevailing Wage Differential				<u>\$10,150.00</u>

m) Other Direct Cost Subtotal: \$15,910.00 \$15,910.00

p) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) \$67,063.15 \$67,063.15

r) TOTAL COST **\$180,887.06**

Project Budget:
M St. and G. St. Bridges Construction Monitoring
 Sept. 6, 2016

Activity ID	Employee	Hours/Units	Rate	Amount	Task Subtotal
Project Management					
	Melissa Logue - Senior Environmental Planner	4.00	\$115.95	\$463.80	
	Marieka Schrader - Senior Biologist/Env. Planner	16.00	\$144.20	\$2,307.20	
	Task Subtotal	20.00			\$2,771.00
Pre-Construction Surveys					
	Sheri Mayta - Assoc. Biologist/GIS Analyst	24.00	\$93.72	\$2,249.28	
	Marieka Schrader - Senior Biologist/Env. Planner	16.00	\$144.20	\$2,307.20	
	Task Subtotal	40.00			\$4,556.48
Bat Eviction/Exclusion Oversight					
	Stan Glowacki - Senior Biologist	24.00	\$122.30	\$2,935.20	
	Marieka Schrader - Senior Biologist/Env. Planner	18.00	\$144.20	\$2,595.60	
	Task Subtotal	42.00			\$5,530.80
Periodic Construction Monitoring					
	Sheri Mayta - Assoc. Biologist/GIS Analyst	50.00	\$93.72	\$4,686.00	
	Marieka Schrader - Senior Biologist/Env. Planner	60.00	\$144.20	\$8,652.00	
	Task Subtotal	110.00			\$13,338.00
Post-Construction Survey					
	Sheri Mayta - Assoc. Biologist/GIS Analyst	4.00	\$93.72	\$374.88	
	Marieka Schrader - Senior Biologist/Env. Planner	20.00	\$144.20	\$2,884.00	
	Task Subtotal	24.00			\$3,258.88
Agency Submittals and Notifications					
	Sheri Mayta - Assoc. Biologist/GIS Analyst	16.00	\$93.72	\$1,499.52	
	Marieka Schrader - Senior Biologist/Env. Planner	8.00	\$144.20	\$1,153.60	
	Task Subtotal	24.00			\$2,653.12
Total Services		260.00			\$32,108.28
Expense Budget:					
		Units	Amt	Mkup	
	Mileage - project expense	2,508.00	\$0.54		\$1,354.32
	Travel Expenses	4.00	\$700.00		\$2,800.00
Total Expenses					\$4,154.32
Total Service:					\$32,108.28
Total Expense:					\$4,154.32
Grand Total:					\$36,262.60

APPENDIX "A"



**City of Merced Project No. 108026
M & G Street Bridges at Bear Creek
Merced, California
Testing and Observation Services**

The proposed scope of tests and observations is based upon a review of geotechnical reports, provided project plans and specifications and our experience with similar projects. Cost estimates for testing and observation services are itemized in each of the following categories.

SOILS SERVICES				
Soils (Lab)	Units	Rate	Rate	Total
Native Soils (Caltrans 216)	1		\$ 204.00	\$ 204.00
Class 2 Aggregate Base Class 4 ASB (Cal 216)	2		\$ 221.00	\$ 442.00
Aggregate Base Qualification Testing - Which Includes Coarse & Fine Gradation, SE, Coarse & Fine Durability and R-Value	1		\$ 580.00	\$ 580.00
Aggregate Sub Base Qualification Testing - Which Includes Coarse & Fine Gradation, SE, and R-Value				
Soils Field Observation and Testing	Units	Rate	Rate	Total
Soils, Aggregate Base and Aggregate Sub Base Comapction	25	3	\$ 159.86	\$ 11,989.50

CONCRETE SERVICES				
Concrete (Lab)	Units	Rate	Rate	Total
Concrete Cylinders	42		\$ 30.00	\$ 1,260.00
Concrete Field Observation and Sampling	Units	Rate	Rate	Total
Concrete Pours	7	2	\$ 147.57	\$ 2,065.98
Pick Up Cylinders	7	1	\$ 101.45	\$ 710.15
Poly-Concrete	2	8	\$ 147.57	\$ 2,361.12

LABOR SERVICES - California Standard Specifications				
LABOR SERVICES				
EVERY 750 TONS or 1 Sample Per day				
HMA for Complete Mix at Site Sampling (Lab)	Units	Rate	Rate	Total
Stabilometer (LTMD) - CTM 366	4		\$ 325.00	\$ 1,300.00
Asphalt Content - CTM 310	4		\$ 200.00	\$ 800.00
Coarse and Fine Gradation - CTM 202	4		\$ 100.00	\$ 400.00
HMA Core Unit Weight - CTM - 308	12		\$ 50.00	\$ 600.00
Moisture - CTM 310	4		\$ 50.00	\$ 200.00
HMA Field Observation	Units	Rate	Rate	Total
1 Technician (On Site Sampling) - Regular Time	4	5	\$ 159.86	\$ 3,197.20
1 Technician (On Site for coring) - Regular time	2	6	\$ 159.86	\$ 1,918.32

DRIVING and MILEAGE				
MER9P044 Mileage	Units	Rate	Rate	Total

47 Visits at 10 miles per round trip	47	10	\$ 0.54	\$ 253.80
ENGINEERING SERVICES				
		Hours	Rate	Amount
Project Management, safety meetings, quality assurance		10	\$ 148.54	\$ 1,485.40
Administrative Support, reporting, and document production		12	\$ 86.09	\$ 1,033.08
TOTAL :				\$ 30,800.55